

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF TEMPLETON AND THE
TOWN OF PHILLIPSTON
REGARDING DISPATCH SERVICES**

This Agreement is entered into as of this **24th day of January 2024**, by and between the Town of Templeton and the Town of Phillipston (collectively referred hereinto as the “Parties”) regarding the Town of Templeton providing dispatch services to the Town of Phillipston.

WHEREAS the Parties desire to enter into this Agreement to collaborate to preserve and protect the lives, safety, and property of their citizens.

WHEREAS the Town of Templeton has a communications center capable of handling police, fire, and EMS calls from the Town of Phillipston, which is located at 33 South Road, Templeton, MA 01468.

WHEREAS the Parties believe that emergency response times from their police, fire, highway and EMS departments will not be reduced because of this Agreement.

WHEREAS each town has, and will maintain, the technological capabilities and trained personnel to accomplish the objectives of this Agreement; and

WHEREAS this Agreement is authorized by and in compliance with G.L. c. 40, §4A.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Introduction

Public Safety is of paramount importance to the Parties. By working cooperatively, the Parties will continue to achieve their objective of preserving and protecting the lives, safety, and property of the citizens of the Towns of Templeton and Phillipston while responsibly using each member community’s existing resources. Under the primary dispatch system described in this Agreement, the Town of Templeton will be the primary recipient of all emergency police, fire, highway and EMS calls from or for the Town of Phillipston, and will dispatch emergency responders appropriately, in accordance with the policies and procedures agreed to by each member community.

II. Definitions

State 911 Department: The State's 911 Department within the Executive Office of Public Safety and Security (EOPSS) established by Chapter 223 of the Acts of 2008, oversees the state wide 911 system, and provides several grant programs for the PSAPs in the Commonwealth.

EMS: Emergency Medical Service, including trained personnel and/or technicians who provide immediate emergency or critical medical assistance.

Mutual Aid: The provision of Police or Fire Department assistance by one town to another town at the scene of an emergency, or for back-up or other support.

Police and Fire Departments Policies and Procedures Manual: A written repository of the rules and regulations governing the policies and procedures of a police and fire department.

Primary PSAP: The Public Safety Answering Point where all 911 calls to the member communities are answered and processed.

Run/Incident Times: The recorded times of the receipt of emergency calls, dispatches, arrival on scene, and time of completion of the call.

Running Cards: a list of fire department mutual aid towns responding by district to each member community, and the order of fire department emergency vehicles dispatched to a type of call.

Staff Recall: The calling in of extra personnel for emergency or support purposes.

Telecommunicator: a person assigned to receive emergency and non-emergency calls and take appropriate action to respond to such calls, including dispatching resources as required.

Toning Out: Transmission of radio tone to alert on-duty and off-duty firefighters to respond to an incident.

Traffic: The transmission of radio or telephone communications between member communities' police and fire departments.

III. Terms of Agreement

The term of this Agreement shall be for three (3) years commencing on July 1 following the date of this Agreement.

Either party may terminate this Agreement with or without cause with a one (1) year notice. Notice must be given in writing to the Templeton RECC Director.

IV. Templeton RECC (Regional Emergency Communication Center)

- A. The policies and procedures regarding the operation and administration of the regional emergency communication center are the ultimate responsibility of the Templeton RECC's Director, subject to consultation and guidance provided by an Advisory Board comprised of the Police Chiefs, Fire Chiefs and DPW Directors of each member community. The Templeton RECC's Director shall be the Templeton Police Chief.
- B. All emergency 911 calls for all member communities will be answered by the Primary PSAP at the Templeton RECC.
- C. Specific Operations are as follows:
 - i. Police, Fire, EMS, highway and DPW calls for service are to be answered and processed at the Templeton RECC.
 - ii. Non-Emergency or business calls other than the 911 emergency line will be handled by the Templeton RECC and directed to the appropriate member communities' department (i.e. police, fire, EMS, or DPW).
 - iii. Emergency calls that are received by the member community's police or fire departments directly via telephone shall be transferred to the Templeton RECC to be processed and dispatched.
 - iv. The Templeton RECC will maintain a list of vendors that will work on an emergency basis to resolve any telephone, radio, and IT problems regarding systems at the Templeton RECC.
 - v. No press releases, photographs, videotapes, or other information, related to or received from the member communities will be released to any

person or entity without the express written permission of the community's Police or Fire Chief.

V. Member Community Responsibilities

- A. All policies and procedures concerning public safety in the member communities are the responsibility of each member community.
- B. The member communities shall provide up to date Policies and Procedures Manuals in electronic format (.pdf; .doc) relative to Police and Fire Department dispatching.
- C. Every effort will be made by the member communities to adopt policies for call processing and dispatch related issues that achieve uniformity among the member communities.
- D. Each member community's Police and Fire Chiefs and DPW Directors agree to participate on the Templeton RECC Advisory Board.
- E. Each member community's Police and Fire Departments shall provide the following data to the Templeton RECC whenever new information is available with respect to the following:
 - I. All running cards and street location information, patrol sector districts, contact information for personnel, other town agencies and affiliations and business information.
 - II. All Police and Fire Department Standard Operating Guidelines, General Orders and memoranda regarding emergencies and dispatchers.
 - III. All documents necessary for the Templeton RECC to perform its obligations under this Agreement.
- F. If a telephone line failure or technical difficulty, including but not limited to an equipment failure or natural disaster, renders the Templeton RECC unable to provide dispatch services, the member communities' police and fire departments shall assume all responsibilities for police, fire, and EMS dispatching for their community at no expense to the Town of Templeton until the Templeton RECC either has staff report to the member community or can resume normal operations.

- G. Each member community's Police Department shall be responsible for the entering, maintaining, and validation of all records into the Criminal Justice Information System (CJIS).

VI. Town of Templeton Responsibilities

A. The Templeton RECC shall:

- I. Establish an advisory board comprised of each Police Chief, Fire Chief and DPW Director of each member community.
- II. Receive Police, Fire, and EMS related emergency 911 calls as the Primary PSAP and radio dispatch said emergency 911 calls. If it is necessary to give the caller pre-arrival instructions, the Telecommunicator at the Templeton RECC will be available to stay on the line with the caller to provide this service.
- III. Make and receive Police and Fire Department radio transmissions with respect to all responses by the Templeton RECC.
- IV. The "Toning Out" of staff, including staff recall, as necessary.
- V. Receive non-emergency police and fire department traffic on a regular business line for the request of general information, manpower recall, run times, etc. for the purpose of maintaining department operations.
- VI. Monitor the activity of all police and fire department vehicles.
- VII. Maintain a log of all police and fire department activities.
- VIII. Monitor and receive mutual aid requests on behalf of the member communities, subject to Massachusetts General Laws c.48, §59A and dispatch resources in accordance with this Agreement.
- IX. Respond to daily or monthly radio tests for local, regional, and state mutual aid requests.
- X. Notify other public safety agencies and utilities at the request of the member communities Police or Fire Departments.

XI. Monitor and dispatch all burglar, hold-up, and fire alarms received by the Templeton RECC for properties in the member communities, including the testing of said alarms.

XII. Upon a lawful request and in accordance with applicable law, monitor and search any database that may be available to the member community's public safety agencies, including but not limited to CJIS, to check for warrants of apprehension, or communicating with other agencies for the purpose of obtaining information on individuals related to law enforcement work.

XIII. Staffing policies, daily operating procedures, and administrative management of the Templeton RECC shall be the sole responsibility of the Templeton RECC's Director with the guidance of the Templeton RECC's Advisory Board.

B. The Town of Templeton shall:

I. Provide a facility that can host the Templeton RECC.

II. Provide an invoice to Phillipston for dispatch services during the first week of February of each fiscal year.

III. Provide Human Resource, Facility Maintenance, IT Support, and Legal services for the Templeton RECC.

VII. Advisory Board

An Advisory Board ("Board") is hereby established for the purpose of providing oversight and guidance to the Templeton RECC Director. The Board shall be comprised of each member community's Police chief, Fire chief and DPW Director. The Board shall advise the Templeton RECC's Director on items such as budgetary matters, conflict resolution, policies and procedures, and other operations issues that occur, but final approval resides with the Templeton RECC Director. The Board shall meet biannually (2nd week of July and January) during this Agreement, or upon such other schedule that is mutually agreeable between the member communities.

VIII. Conflict Resolution

As part of this Agreement, the Parties agree to the following process for conflict resolution:

I. Initial discrepancies originating from the Templeton RECC shall be directed first to the Officer in Charge of the police/fire department to investigate. If the Officer in Charge cannot resolve the discrepancy, the matter will be referred to the Templeton RECC Supervisor.

II. Initial discrepancies originating from a member public safety agency shall first be directed to the Officer in Charge of the department. The Officer in Charge will then contact the Templeton RECC Supervisor. If the Supervisor is unable to resolve the discrepancy, the matter will be referred to the Templeton RECC Director.

III. The Templeton RECC Director will address any discrepancy referred to them in a timely manner. If the Templeton RECC Director is unable to resolve the issue, the matter will then be referred to the Advisory Board.

IV. Depending on the severity of a discrepancy, items may be referred directly to the Templeton RECC Director or Advisory Board at the discretion of the reporting party.

V. In the event that the Parties are unable to resolve the conflict through the above process, the State will be contacted to mediate the dispute.

IX. Costs and Expenses; Liabilities

A. The Town of Phillipston will remit to the Town of Templeton the following amount for the services provided to the Town of Phillipston pursuant to this Agreement:

I. Phillipston assessment - Fifty thousand (\$50,000.00) dollars each fiscal year during the term of this Agreement.

B. During the term of this Agreement, the Templeton RECC shall maintain its status as a Regional Emergency Communications Center.

C. The Town of Templeton and the Templeton RECC shall be responsible for any expenses directly related to the operation of the Templeton RECC. The Templeton RECC shall establish an equipment budget for the Town of Phillipston in the amount of Five Thousand Dollars (\$5,000.00) annually (not cumulative) for the purpose of purchasing communication related equipment. The Town of Phillipston may request to reasonably exceed this amount with approval of the Templeton RECC Director.

D. Each member community and the Town of Templeton shall be liable for the acts and omissions of its own employees and not for the employees of any other town or

agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. To the extent permitted by law, each Party shall defend, indemnify, and hold the other Party harmless from and against all claims, demands, liabilities, actions, causes of actions, costs, and expenses, including reasonable attorney's fees, arising out of the indemnifying party's breach of this Agreement or the negligence or misconduct of the indemnifying party or its agents or employees. In entering into this Agreement, neither Party waives any governmental immunity or limitation of damages.

IX. Financial Safeguards

- A. Pursuant to G.L. c 40 §4A, the Town of Templeton agrees to maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received.
- B. The Town of Templeton and the Town of Phillipston agree to reopen and recalculate the assessments if any member community experiences dramatic growth in population or call volume. For purposes of this Agreement, dramatic growth will be defined as 10% in population or call volume in subsequent years after establishing record keeping benchmark during this first Inter-Municipal Agreement year of FY25.

X. Notice

Any Notice under this agreement shall be provided as follows:

To Town of Templeton

Attn: Police Chief

33 South Road

Templeton, MA 01468

To Town of Phillipston:

Attn: Board of Selectmen

50 The Common

Phillipston. MA 01331

XI. Authorization

Each Party represents that it is duly authorized to execute this Agreement.

XII. Miscellaneous

- A. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or beyond the authorization of G.L. c. 40, §4A, the remaining provisions shall continue in full force and effect.
- B. No officer, official, agent or employer of the Town of Templeton or Town of Phillipston listed in this Agreement may amend or renew this Agreement, or waive any of its provisions, or make any promise or representation not contained herein. Any such action shall require a written amendment duly authorized by the Town of Templeton and the Town of Phillipston.
- C. This Agreement may not be assigned or transferred by any Party without the express written consent of the Town of Templeton and the Town of Phillipston.
- D. This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, representations, or agreements, either oral or written, between the Town of Templeton and the Town of Phillipston.
- E. This Agreement and all rights of the Parties shall be governed by the laws of the Commonwealth of Massachusetts.

TOWN OF TEMPLETON

By its duly Authorized officials



Select Board Chair

TOWN OF PHILLIPSTON

By its duly Authorized officials



Select Board Chair