

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF AYER AND THE
TOWN OF SHIRLEY REGARDING A REGIONAL DISPATCH SERVICE CENTER

December 6, 2017

This Agreement is entered into as of this 6th day of December 2017, by and between the Town of Ayer, Massachusetts (“Ayer”) and the Town of Shirley, Massachusetts (“Shirley”) (collectively, the “Parties”) regarding the operation of a primary police and fire department dispatch system.

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

WHEREAS, the Ayer Police Department has a communication center capable of handling police, fire, and EMS calls from Shirley; and

WHEREAS, the Parties believe that emergency response times from their Police and Fire Departments will not be reduced as a result of this Agreement; and

WHEREAS, this Agreement is pursuant to G.L. c. 40, Section 4A which allows the Chief Executive Officer of each town to enter into agreements with one or more other towns to perform joint activities or undertakings, which any one of them is authorized by law to perform; and

NOW THEREFORE, the Parties agree as follows:

I. Introduction

Public safety is of paramount importance to the Parties. By working cooperatively, the Ayer and Shirley Police and Fire Departments will continue to achieve the objective of preserving and protecting the lives, safety and property of the residents of Ayer and Shirley. Under the regional dispatch system described in this Agreement, the Ayer Shirley Regional Dispatch Center (“ASRDC”) will be the primary recipient of all emergency police, fire and EMS calls from or for Shirley and will dispatch Shirley’s emergency responders as appropriate, in accordance with the policies and procedures of the Ayer Police and Fire Departments.

II. Term of Agreement

This Agreement shall take effect immediately upon execution by the Parties and will expire on June 30, 2020.

III. Withdrawal or Termination of Agreement

Either Party may terminate this Agreement by providing written notice to the other party respectively at least one-year (12 months) prior to withdrawal from the Agreement.

IV. Ayer's Responsibilities

A. In operating the ASRDC, Ayer shall be responsible for the following operations:

1. Receive police, fire, and EMS related Emergency 911 calls as the Primary PSAP (The primary public safety answering point located at 54 Park Street, Ayer, MA 01432);
2. Make and receive Police, Fire, and DPW Departments radio transmissions with respect to all responses by the ASRDC;
3. Conduct "Toning Out" of responding staff from the appropriate town, including Staff Recall as necessary;
4. Receive non-emergency police and fire department traffic from participating towns on a regular business line for services related to the regional dispatch center such as general information, manpower recall, and run times;
5. Monitor the activity of all police, fire, and DPW department vehicles;
6. Maintain a log of all police and fire department activities as related to the regional dispatch center;
7. Maintain appropriate dispatch records in accordance with all federal, state, and local requirements;
8. Monitor and receive mutual aid requests to and on behalf of Shirley, pursuant to MGL Chapter 48, Section 59A;
9. Dispatch Shirley resources to respond to all calls received pursuant to this Agreement;
10. Provide the daily radio test for local, regional and state mutual aid requests;
11. Notify other public safety service agencies and utilities at the request of the Shirley Police and Fire Departments;

12. Daily operating procedures and administrative management of the ASRDC shall be the sole responsibility of the Chief of the Ayer Police Department or his/her designee;
13. The policies and procedures regarding the operation and administration of the ASRDC are the ultimate responsibility of the Ayer Police Chief, subject to consultation with and guidance provided by the Ayer Fire Chief, Shirley Police Chief, and Shirley Fire Chief. Draft policies may be offered by any member community.
14. Provide the Town of Shirley with a breakdown of how all grant money is expended.
15. Provide the Town of Shirley Public Records Officer(s) with a copy of all public records requests made pertaining to the ASRDC and/or Town of Shirley

V. Shirley's Responsibilities

1. All policies and procedures concerning public safety in Shirley are the sole responsibility of the Town of Shirley. Ayer has no responsibility pursuant to this Agreement to respond to any emergencies with Ayer personnel within Shirley;
2. The Shirley Police and Fire Departments shall provide promptly the following data to the regional dispatch center as the following new information is available:
 - a. All running cards and street location information, patrol sector districts, contract information for personnel, other town agencies and affiliations and business information;
 - b. All Shirley Police and Fire Departments Standard Operating Guidelines, General Orders and memorandum regarding emergencies and dispatches; and
 - c. All documents reasonably necessary for the regional dispatch center to perform its obligation under this Agreement
3. If a telephone line failure or technical difficulty, including but not limited to an equipment failure, natural disaster or storm, renders the ASRDC unable to provide dispatch services, Ayer shall first attempt to use all available local and state assets to replace such services. In the event that those assets are not able to perform the requisite dispatch

obligations, the Shirley Police and Fire Departments shall assume all responsibilities for police, fire and EMS dispatch for Shirley, using Shirley's resources at no expense to Ayer, until the regional dispatch center is able to resume its services.

VI. Personnel of the ASRDC

1. Upon implementation of this Agreement, all Dispatchers of the ASRDC shall be employees of the Town of Ayer and governed by the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers;
2. Matters involving personnel of the ASRDC including discipline shall be handled in accordance with the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers or Mass General Laws, Chapter 150 E;
3. As stated under Section IV, Subsection 12 of this Agreement, staffing policies, daily operating procedures and administrative management of the regional dispatch center shall be the sole responsibility of the Chief of the Ayer Police Department and/or his/her designee;
4. Ayer will make every reasonable effort to initially hire qualified Shirley Dispatchers for the ASRDC; During the transition, Shirley will incur the legal costs associated with their portion of the transition as will Ayer assume the legal costs associated with their portion of the transition. Unemployment costs of Shirley employees who are not hired by the ASRDC will be incurred by Shirley.
5. Shirley shall have a seat at the bargaining table during contract negotiations with APPOA Communications Workers Union.

VII. Conflict and Dispute Resolution

1. A "Conflict Resolution Board" is hereby established for the purpose of resolving any disputes that may occur between the Parties during this Agreement. Members of the Conflict Resolution Board shall include the Chiefs from the Ayer and Shirley Police and Fire Departments or their designees. The Board shall meet monthly during the term of this Agreement, or at such other times as agreed to by the Parties.
2. No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any Party unless notice of such claim or cause of action be given to the

other Parties at its/their address at the end of this agreement, not less than thirty (30) days prior filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action on behalf of such other party

3. In the event any dispute of any kind should arise between the Parties concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award, determination of said arbitrator shall be binding and conclusive upon those Parties, and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Parties, unless resolution is not met within six (6) months) If the Towns cannot come to resolution after six (6) months the host Town will be responsible for costs from that point forward. This provision is to speed up the resolution process, so neither Town has leverage over the other due to costs of Arbitration. The Parties may also mutually agree to use other forms of alternative dispute resolution, including mediation or an agreed upon third party to address disputes arising under this Agreement. Each Town reserves the right, either in law or equity, by suit, and complaints in the nature of specific performance or other proceeding to enforce or compel performance of any or all covenants herein.
4. The Parties mutually agreed to formulate and implement a Management Control Agreement for IMC and an Overview/Troubleshooting Policy both for the ASRSDC upon execution of this Agreement.

VIII. Expansion of Membership of the Regional Dispatch Center

In the event that the regional dispatch center seeks to expand its membership, the Towns of Ayer and Shirley will have to agree by majority vote of each Board of Selectmen.

IX. Insurance/Liability/Indemnification

No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify, or alter this Agreement or waive any of its provision or to bind any of the participating Towns by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by all of the Towns. Said amendment shall be executed in the same manner as this Agreement is executed.

To the extent permitted by law, each Party shall defend, indemnify and hold the other Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the indemnifying Party's acts or omissions, 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 statutory limitation of damages.

X. Shirley Assessment for Services of the ASRDC

Shirley agrees to pay Ayer the following for all services provided by the regional dispatch center set forth by this Agreement:

FY 2019 Shirley Assessment: \$100,000.00 billed semiannually on July 1st and January 1st

FY 2020 Shirley Assessment: \$120,000.00 billed semiannually on July 1st and January 1st

Shirley agrees to submit payment in full for each such bill to Ayer within thirty (30) days of receipt of said bill. Any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Conflict Resolution" section of this Agreement.

Shirley shall not be responsible for any of Ayer's costs of operating the ASRDC.

Ayer shall not be responsible for maintaining Shirley's own radio and computer equipment, nor any obligations under service or support agreements related thereto. Shirley shall remain responsible for funding its own Police and Fire Departments, including any service and support agreements.

XI. Costs and Expenses to Upgrade Shirley's Dispatch Capital Infrastructure

1. The Parties acknowledge that Shirley has dispatch capital infrastructure upgrades necessary to effectively join the regional dispatch center;
2. The Parties acknowledge that State 9-1-1 currently has competitive grants for these upgrades;

3. The Parties mutually agree upon execution of this Agreement to timely file a competitive grant application with State 9-1-1 for the amount needed to upgrade Shirley's dispatch capital infrastructure;
4. The Parties mutually agree that in order to ensure the timely integration of Shirley into the regional dispatch center, the Town of Ayer will advance the funding subject to appropriation by the 2018 Ayer Annual Town Meeting for the necessary Shirley dispatch capital infrastructure and the Parties mutually agree that upon receipt of the competitive State 9-1-1 Grant, the Town of Ayer will receive said grant funds to be made whole for said Shirley dispatch capital infrastructure upgrades.

XII. Financial Safeguards

A. Pursuant to G.L. Chapter 40, Section 4A, each Ayer agrees to maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received for such services. At least annually, each Ayer shall prepare financial statements reflecting the services provided under this Agreement. Ayer agrees to audit such records regularly and to permit access to the other party to all such records concerning any audit.

B. The Parties will ensure that officers responsible for the obligations under this Agreement will provide any required performance bonds.

XIII. Severability

If any provisions, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, Section 4A of the General Laws, as amended, then it is the intention of the Parties that the remaining provisions hereof shall continue in full force and effect.

XIV. Amendments: This agreement may be amended only by written instrument signed and mutually agreed upon by the parties hereto.

XV. Renegotiation of Agreement: The Parties mutually agree that renegotiations for a successor Agreement shall commence no later than six (6) months prior to the expiration of this Agreement (June 30, 2020)

XVI. Notice

Any notice under this Agreement shall be provided as follows:

To Ayer:

To Shirley:

Ayer Board of Selectmen
C/o Town Administrator
1 Main Street
Ayer, MA 01432

Shirley Board of Selectmen
c/o Town Administrator
7 Keady Way
Shirley, MA 01464

XVII. Term

The Parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein will be recognized or enforced.

XVIII. Authorization

Each signatory below represents that it is duly authorized to execute this Agreement on behalf of the Parties. Agreement executed on December 6, 2017

Town of Ayer
By its Board of Selectmen,
Town Administrator,
Police Chief and Fire Chief

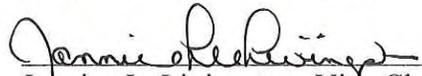
Town of Shirley
By its Board of Selectmen,
Town Administrator,
Police Chief and Fire Chief



Christopher R. Hillman, Chair



Holly J. Haase, Chair

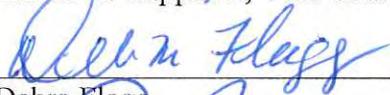


Jannice L. Livingston, Vice Chair

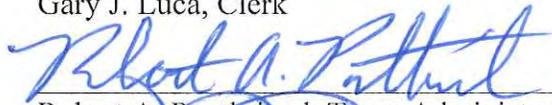


Enrico C. Cappucci, Vice Chair

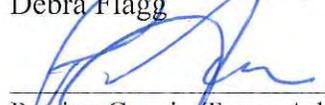
Gary J. Luca, Clerk



Debra Flagg



Robert A. Pontbriand, Town Administrator



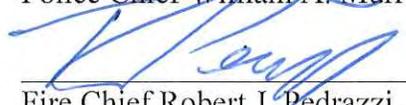
Patrice Garvin Town Administrator



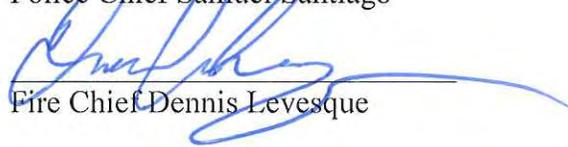
Police Chief William A. Murray



Police Chief Samuel Santiago



Fire Chief Robert J. Pedrazzi



Fire Chief Dennis Levesque