



Towns of Rutland, Barre, Hubbardston, Oakham, and Warren

Rutland Regional Emergency Communication Center



240 Main Street - Rutland - Massachusetts - 01543

INTERMUNICIPAL CONTRACT AGREEMENT

This contract made this 1st day of July, 2018, between the Town of Rutland, and the Towns of Barre, Hubbardston, Oakham and Warren, under the provisions of Massachusetts General Law Chapter 40, Section 4A for joint operations of public activities.

GENERAL CONTRACT STATEMENT

1. Contract dates will be July 1st through June 30th of each year.
2. This contract will automatically renew each July 1st, unless notification is given by any member town as provided below and subject to funding by town meeting vote for a maximum of 25 years.
3. This contract is for the provision of emergency call answering and emergency communications of the police and fire departments of the contracted towns as part of Rutland's operations. The Rutland Regional Emergency Communications Center will also provide dispatch services for the member towns' Departments of Public Works and Animal Control Officers.

BASIS FOR CHARGES AND BILLING

4. Charges will be based on the population figures of each town, as certified by respective Town Clerks, as of January of each year, to be used for the July 1 fiscal year.
5. A budget estimate for the ensuing fiscal year based on Rutland's proposed operating budget and using the previous year's population figures shall be sent by April 1st of each year, subject to adjustment for certified population figures.
6. Payments to the Town of Rutland will be made as follows:
 - a. First half billed in July and due on or before September 30th.
 - b. Second half billed in January and due on or before March 31st.
7. Certified January census results shall be due no later than March 1st to determine final contract amounts for the next Fiscal Year starting July 1st.
8. Any grant funding that may become available to the Rutland Regional Emergency Communications Center may be reviewed to reduce the respective towns contracted costs where possible, if for such purpose; otherwise it will be used for its intended granted purpose.

SERVICES PROVIDED BY RUTLAND

9. Rutland will provide a facility in the Town of Rutland, equipment and manpower for 24-hour emergency call taking and dispatching services.

10. Operational procedures will follow a standardized format as established by the Rutland Regional Emergency Communications Center and the only exceptions will be for specific agreed-to cases.
11. Review of the dispatch center operations will take place semiannually with the respective member town's representative/s to a Board of Stakeholders; generally, the Police and Fire Chiefs. Reviews will also take place at any other time requested to address concerns regarding procedures or operations. The proposed budget for the upcoming fiscal year will be presented and reviewed in the regular budget timeframe process.

REQUIREMENTS OF TOWNS

12. Towns will provide and maintain all necessary telephone circuits, radio circuits, two-way radios and any related required equipment for the operation of their emergency networks, for connection with the Rutland Regional Emergency Communications Center facility. All charges and maintenance costs for the above are each Town's respective responsibility.
13. Each Town shall maintain a basic back-up communications point that may be manned by personnel from the Rutland Regional Emergency Communication Center in the event of an equipment break down situation, or abnormal emergency situation.

CHANGES TO OR TERMINATION OF THE CONTRACT

14. Changes to this contract may be requested with 90 days notice to all member towns. Changes are to be reviewed by the Rutland Regional Emergency Communications Center.
15. Termination of this contract is to be made in writing, with 240 days notice to all member towns. Other extraordinary circumstances may alter the number of days with agreement of the Towns.

NOTICES TO BE SENT TO

16. All official notices are to be sent as follows:


Town of Rutland -	Board of Selectmen Town of Rutland 246 Main Street Rutland, MA 01543
Town of Barre -	Board of Selectmen Town of Barre 40 West Street Suite 697 Barre, MA 01005
Town of Hubbardston-	Board of Selectmen Town of Hubbardston 7 Main St. Unit # 3 Hubbardston, MA 01452
Town of Oakham-	Board of Selectman Town of Oakham 2 Coldbrook Rd Oakham, MA 01068
Town of Warren-	Board of Selectmen Town of Warren 48 High Street PO Box 609 Warren, MA 01083

COST SHARING, REPORTS, DISPUTE RESOLUTION

17. Cost sharing. Contract Agreement member towns shall pay to the Town of Rutland, a share of the annual approved Rutland Regional Emergency Communications Center budget, which will provide for the cost of wages, purchased services, supplies, and a share of the benefits paid by the Town of Rutland for the department personnel, facility operations and fixed costs. The share shall correspond to a percentage based on the population figures, as indicated in section 4 of this agreement. Should the non-grant funded shared dispatch budget appropriation (Department # 299) need to be increased for necessary department operations, any deficiencies in the annual payment shall be included in the next year's payment. Should any funds remain in the Department # 299 budget at years end, said balance shall be deducted from the next year's payment, both in accordance with the cost-sharing formula established in section 4 of this agreement.
18. Reports. The Town of Rutland will provide contract agreement member towns one report annually of all expenditures and revenues for all wage, purchased services and supplies accounts, including grant funds applied to the services of the Rutland Regional Emergency Communications Center.
19. Dispute resolution. In the event any disputes or questions arise between the parties as to the interpretation of this agreement, the performance by any parties of the services, and other responsibilities provided for in the contract, the parties agree to try in good faith to settle the dispute through negotiation.

Whereas the Town of Rutland desires to enter into agreement with the Towns of Barre, Hubbardston, Oakham and Warren, for the efficient operation of an emergency dispatch center, the following agree to these terms in the best interest of each said town.

TOWN of RUTLAND
Board of Selectmen


Chairperson

Paul M. W.



W. H. H.

Henry C. B.

Date: 6-4-18

Town of Hubbardston
Board of Selectmen


Chairperson

Jeffrey Williamson



John M.

Rector Haddad

Date: 7-23-18

TOWN of BARRE
Board of Selectmen



Chairperson

C. R. G.



Date: June 4th 2018

Town of Oakham
Board of Selectmen

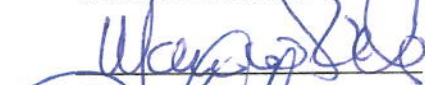

Chairperson

Steve L.



Date: June 11, 2018

Town of Warren
Board of Selectmen


Chairperson





Date: June 19, 2018