

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWNS
OF DUXBURY AND HANOVER, MASSACHUSETTS
REGARDING AN EMERGENCY DISPATCH SYSTEM**

This Agreement is entered into as of this 23 day of NOVEMBER, 2020, by and between the Town of Duxbury, Massachusetts ("Duxbury") and the Town of Hanover, Massachusetts ("Hanover") (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;

WHEREAS, the Regional Old Colony Communications Center, located at Duxbury Fire Headquarters, has a communication center capable of handling police, fire and EMS calls from Hanover;

WHEREAS, the Parties believe that emergency response times from their Police and Fire Departments will not be reduced as a result 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 G.L. c.40, §4A;

NOW, THEREFORE, the Parties agree as follows:

I. Introduction

Public safety is of paramount importance to the Parties. By working cooperatively, the Duxbury and Hanover Police and Fire Departments will continue to achieve the objective of preserving and protecting the lives, safety and property of the citizens of Duxbury and Hanover while responsibly using each town's existing resources. Under the primary dispatch system described in this Agreement, the Regional Old Colony Communications Center (ROCCC) will be the primary recipient of all emergency police, fire and EMS calls from or for Hanover, and will dispatch Hanover's emergency responders as appropriate, in accordance with the policies and procedures of the Hanover Police and Fire Departments.

II. Definitions

State 9-1-1 Commission: The State's 9-1-1 Commission within the Executive Office of Public Safety and Security (EOPSS) established by Chapter 223 of the Acts of 2008.

Public Safety Dispatch Director: The person in charge of the day-to-day operations of the ROCCC.

Lead Dispatcher: The person in charge of the shift-to-shift operation of the ROCCC.

Regional Old Colony Communications Center (ROCCC): A radio facility located at the Duxbury Fire Department, 668 Tremont Street, Duxbury, MA that handles all emergency calls for both Hanover and Duxbury.

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

Mutual Aid: One town's Police or Fire Department provision of assistance to another town at the scene of an emergency, or 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 primary Public Safety Answering Point, a call center located at the ROCCC.

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

Running Cards: A list of mutual aid towns responding by district to Hanover and the order of 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 and emergency and non-emergency calls and take appropriate action to respond to such calls, including dispatching resources as required.

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

Traffic: The transmission of radio or telephone communications between locations.

III. Term of Agreement

The term of this Agreement shall be for One (1) year commencing on July 1, 2021. Or until such date as a Regional Communications District or Enterprise Fund is established and adopted by all jurisdictions for which the ROCCC acts as the primary PSAP.

Either party may terminate this Agreement with or without cause after 90 days' written notice or a reasonable amount of time to locate alternative services . If the Agreement is terminated pursuant to this paragraph, Duxbury will refund a *pro rata* portion of the payment by the State 9-1-1 Commission for the year of termination to the State 9-1-1 Commission.

IV. ROCCC Dispatch Operations

- A. The policies and procedures regarding the operation and administration of the ROCCC are the ultimate responsibility of the Public Safety Dispatch Director, subject to consultation with and guidance provided by the Chiefs of the member Police and Fire Departments.
- B. All Hanover emergency 911 calls will be answered by the Primary PSAP at the ROCCC.
- C. Specific operations are as follows:
 - (1) Police, Fire and EMS calls for service are to be answered at the ROCCC.
 - (2) Non-emergency or business calls other than the 911 emergency line will be answered at the ROCCC only after being directed through Hanover's internal phone system.
 - (3) Emergency calls that are received by the Hanover Police and Fire Departments first hand via telephone or radio shall be transferred directly to the ROCCC for processing.
 - (4) Duxbury will maintain a list of vendors that will work on an emergency basis to resolve any telephone, radio and IT problems regarding the ROCCC.
 - (5) No press releases, photographs, videotapes or other information, related to or received from Hanover, will be released to any person or entity without the express permission of the Hanover Police and/or Fire Chiefs.

V. Hanover's Responsibilities

- A. All policies and procedures concerning public safety in Hanover are the responsibility of the Town of Hanover.
- B. The Town of Hanover 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 Hanover Police and Fire to adopt policies for call processing and dispatch related issues that achieve uniformity among the ROCCC's member communities.
- D. The Hanover Police and Fire Departments will provide the following data to the ROCCC whenever new information is available with respect to the following:

- (1) All running cards and street location information, patrol sector districts, contact information for personnel, other town agencies and affiliations and business information
 - (2) All Hanover Police and Fire Departments Standard Operating Guidelines, General Orders and memorandums regarding emergencies and dispatches; and
 - (3) All documents reasonably necessary for the ROCCC to perform its obligations under this Agreement.
- E. If a telephone line failure or technical difficulty, including but not limited to an equipment failure, natural disaster or storm, renders the ROCCC unable to provide dispatch services, the Hanover Police and Fire Departments shall assume all responsibilities for police, fire and EMS dispatch for Hanover, using Hanover's resources, at no expense to Duxbury, until the ROCCC is able to resume its services.

VI. Duxbury's Responsibilities

- A. The Regional Old Colony Communications Center shall:
- (1) Receive Fire/EMS related Emergency 911 calls as the primary PSAP and the radio dispatch of same. If it is necessary to give the caller pre-arrival instructions, the Telecommunicator at the ROCCC will be available to stay on the line with the caller to provide this service.
 - (2) Make and receive Police and Fire Departments radio transmissions with respect to all responses by the ROCCC.
 - (3) The "Toning Out" of staff, including Staff Recall as necessary.
 - (4) 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.
 - (5) Monitor the activity of all police and fire department vehicles.
 - (6) Maintain a log of all police and fire department activities.

- (7) Monitor and receive mutual aid requests to and on behalf of the Town of Hanover, subject to Massachusetts General Laws c. 48, §59A, and dispatch Hanover resources to respond in accordance with this Agreement.
 - (8) Provide the daily radio test for local, regional and state mutual aid requests.
 - (9) Notify other public safety service agencies and utilities at the request of the Hanover Police and Fire Departments.
 - (10) Monitor and dispatch all burglar, hold-up, and fire alarms received by telephone for properties in Hanover, including the testing of fire alarms.
 - (11) Upon a lawful request and in accordance with applicable law, monitor and search any data base that may be available to the Fire Department, including the Criminal Justice Information System (CJIS) for Police, including but not limited to checking warrants and communicating with other agencies, for the purpose of obtaining information on individuals related to police work.
- B. Staffing policies, daily operating procedures and administrative management of the ROCCC shall be the sole responsibility of the Public Safety Dispatch Director and his/her designee.

VII. Conflict Resolution

A "Conflict Resolution Board" is hereby established for the purpose of resolving any disagreements that may occur between the Parties during this Agreement. Members of the Board will include the Fire and Police Chiefs from all jurisdictions served by the ROCCC or their designees, and the Public Safety Dispatch Director. Any disagreement will be directed first to the officer in charge of the department having the issue, in accordance with their departmental policy and procedure, who will then contact the Lead Dispatcher. If the Lead Dispatcher cannot resolve the issue, it will be referred to the Public Safety Dispatch Director. Should the issue remain unresolved it shall be forwarded to the Conflict Resolution Board. The Board shall meet monthly during this Agreement, or upon such other schedule as is mutually agreeable between the parties.

VIII. Costs and Expenses; Liabilities

- A. Hanover will be responsible for its portion of operating costs at the ROCCC. The total amount due from Hanover to Duxbury shall be offset by a Transition Expense Award as part of the Development Grant program from the State 9-1-1 Commission. For the term of this Agreement the Town of Hanover will remit to the ROCCC a sum of zero (\$0.00) dollars.
- B. Should The ROCCC receive state 911 grant funding to be allocated as payment or reimbursement for its costs in providing dispatch services to all of the

- jurisdictions it serves, all moneys will be applied to the total ROCCC operating budget prior to calculating each municipalities' assessment.
- C. During the course of this Agreement the ROCCC shall maintain its status as a Regional Emergency Communications Center (RECC).
 - D. Duxbury will not be responsible for maintaining any service or support agreement that Hanover may have for its own radio and computer equipment or software licensing. Hanover will continue to be responsible for funding its own service and support agreements along with any licensing fees.
 - E. Notwithstanding anything else in this Agreement, if the Commonwealth does not award the ROCCC grant funding or provide appropriate assurance that Transition Award funding will be provided, Hanover shall be responsible to pay its full share of the ROCCC operating budget for the term of this agreement. For Fiscal Year 2022 that would amount to six hundred eighty thousand dollars (\$680,000) due on or before the First of July in 2020.
 - F. Each Party 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. Each Party shall defend, indemnify and hold the other Party 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 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, §4 A, each Party agrees to each maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. Each Party agrees to audit such records regularly. Based on these audits, the Parties will exchange financial statements within a reasonable time after such a request.
- B. The Parties agree to reopen and recalculate this assessment if the town of Hanover experiences dramatic growth in population and or call volume. For the purpose of this clause dramatic growth will be defined as an increase of ten percent (10%) or more in subsequent years after establishing a record keeping benchmark during the course of this first year agreement.
- C. The Parties acknowledge that this agreement is predicated on the State 9-1-1 Commission's assurances that the first three years of Hanover's membership at the ROCCC will be fully funded by Development Grant Transition Awards. In addition to years four and five being subsidized by fifty (50%) and twenty five (25%) respectively.
- D. The Parties further agree that prior to expiration of this agreement or upon creation of the ROCCC District or Enterprise Fund, the assessments for all

member communities will be recalculated and renegotiated using uniform data sets to ensure fair and equitable sharing of the operating costs of the ROCCC.

X. Notice

Any notice under this Agreement shall be provided as follows:

To Duxbury:
Town Manager
Town Hall
878 Tremont Street
Duxbury, MA 02332

With a copy to:
Director Michael Mahoney
668 Tremont St.
Duxbury, MA 02332

To Hanover:
Town of Hanover
Town Manager
550 Hanover St
Hanover, MA 02339

With a copy to:
Hanover Police Chief
129 Rockland St.
Hanover, MA 02339

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 G.L. c. 40, § 4A, the remaining provisions shall continue in full force and effect.
- B. No officer, official, agent or employee of either Party 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 each Party.
- C. This Agreement may not be assigned or transferred by either Party without the express written consent of the other Party.
- D. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements, either oral or written, between the Parties with respect to its subject matter.
- E. This Agreement and all rights of the Parties shall be governed by the laws of the Commonwealth of Massachusetts.

TOWN OF DUXBURY
By its duly authorized officials




Rene Read
Town Manager

Approved,




Michael Mahoney
Public Safety Dispatch Director




Kevin Nord
Chief of Fire Department

TOWN OF HANOVER
By its duly authorized officials

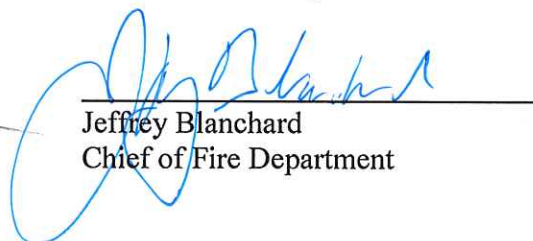


Joseph Colangelo
Town Manager

Approved,



Walter L. Sweeney
Chief of Police Department



Jeffrey Blanchard
Chief of Fire Department