

# Cape Cod Regional Emergency Communications Center (CCRECC) Membership Agreement

THIS AGREEMENT is entered into by and between the Barnstable County Sheriff's Office of Barnstable County, Massachusetts hereinafter referred to as "BCSO" and those towns and districts, acting by and through their duly authorized Chief Executive Officer which execute this agreement hereinafter referred to collectively as the "Members" as follows:

WHEREAS, the Members and the BCSO wish to develop coordinated public safety communication operations to provide improved and effective communications for emergency medical dispatch services, timely and efficient responses by police and fire resources, and expediting timely and efficient responses by other First Responders providing emergency services on behalf of the Members; and

WHEREAS, the BCSO is able to provide mutual aid and assistance to Members to coordinate public safety communication operations to achieve improved levels of effectiveness, efficiency, and cost control; and

WHEREAS, the BCSO and the Members agree to develop a regional emergency communications center to render emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

WHEREAS, the BCSO and the Members are authorized to undertake this Agreement pursuant to the provisions of M.G.L. C.40, §4A and §4D.

NOW, THEREFORE, the BCSO and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

## 1. MEMBERSHIP

Membership in the CCRECC shall consist of any entity for which the CCRECC agrees to provide Public Safety Answering Point (PSAP) services, fire dispatch services and police dispatch services, or such combination of services as may be agreed to by the CCRECC and the Member as outlined in this Membership Agreement.

## 2. TERM

This Agreement shall take effect on July 1, 2015. The initial term of this Agreement shall continue in effect for a period of ten (10) years after which time then existing Members and Sheriff's Office shall vote to approve a subsequent term of ten (10) years.

## 3. NAME

The BCSO and the Members hereby agree, for the purpose of providing the services as described herein, to the creation of an entity to be known as the "Cape Cod Regional Emergency Communications Center" (the "CCRECC").

#### 4. CCRECC SERVICES

The CCRECC shall provide to the members public safety answering point (PSAP) services, dispatching for police and fire departments, Centralized Medical Emergency Medical Direction (CMED), mutual aid dispatching, radio system technical support (labor only), radio system repair (labor only) and maintenance, as well as those incidental services as necessary and agreed to.

The CCRECC may provide other services to the Members as approved by the Executive Committee.

The CCRECC may provide limited services to non-participating fire, police, EMS and other first responder agencies as approved by the Finance Committee and Executive Board.

The CCRECC shall provide an appropriate back-up system for providing services in the event that the CCRECC is out-of-service for any reason.

#### 5. GOVERNING ADVISORY BOARDS

The CCRECC shall be overseen by three (3) Governing Advisory Boards as described below, with the BCSO serving as an *ex officio* non-voting representative on each of the three boards. All Board Members shall serve without compensation from the CCRECC. No voting Board member shall have any financial or employment association with the BCSO.

The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall have the power to promulgate uniform fire related operating procedures, approve changes to the radio system and submit requested additional services for the approval of the Executive Board.

The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall have the power to promulgate uniform police related operating procedures, approve changes to the radio system and submit requested additional services for the approval of the Executive Board.

The Finance Advisory Board shall consist of the town administrator, town manager, or chief financial officer, as designated by Town Council, Board of Selectmen or Prudential Committee. The Finance Advisory Board shall meet at least quarterly.

The Financial Advisory Board shall have the authority to:

- i. Prepare annual and supplement budgets of the CCRECC;
- ii. Apportion costs and special assessments to the parties as prescribed herein;

- iii. Annually prepare and review a long range operating and capital plan;
- iv. Make provisions for an annual financial audit;
- v. Make provisions for a management audit at least every five (5) years;
- vi. Prepare a fee schedule for services to Members and Non-Members;
- vii. Prepare the annual operating and staffing plans of the CCRECC and changes thereto;
- viii. The Finance Advisory Board shall form a sub-committee of three representatives to assist in the collective bargaining activities for CCRECC units at the agency level. The BCSO as appointing authority shall have the sole duty, obligation and authority to complete the collective bargaining process with the State Office of Employee Relations and the Executive Office of Administration and Finance.

Representatives shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

#### 6. GOVERNING ADVISORY BOARDS-MEETINGS

The Governing Advisory Boards shall meet within the first ten business days of each fiscal quarter at the site of the CCRECC. Special and emergency meetings may be called by the Chair of each respective Advisory Board or by a majority of the Member representatives by written petition to the Chair.

The Chair shall cause all Member representatives to be provided with no less than forty-eight (48) hours written notice of all meetings.

All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. Public notices of Advisory Board meetings shall contain the agenda for the meeting. An Advisory Board shall take no vote pertaining to the annual plan and budget or amendments thereto, or the election or recall of an Advisory Board Officer, or a veto as herein authorized of any action by the BCSO, absent notation of such intention in the public notice.

Each Advisory Board may form such committees and working groups individually and/or jointly as each deems appropriate and, by majority vote of each Advisory Board, appoint representatives thereto.

A quorum of an Advisory Board shall be required to convene all meetings. A quorum of an Advisory Board shall consist of at least 50 percent of the Member representatives.

All votes of the Advisory Boards, except those declared without objection as "unanimous", shall be by roll call. All committee votes may be made by voice.

Any motion offered for action by an Advisory Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action, unless otherwise specified herein.

## 7. GOVERNING ADVISORY BOARDS-OFFICERS

Each of the three Governing Advisory Boards shall annually, at its first fiscal quarter meeting, elect a Chair, a Vice-Chair, and a Secretary/Clerk from among the Member representatives, who shall perform the duties commonly associated with those titles and as otherwise assigned by vote of the Advisory Board.

Each member shall be entitled to cast only one (1) vote for each officer. Officers shall serve no more than three (3) consecutive years in the same office. The Sheriff or any BCSO employee may not serve as an officer.

Each Governing Advisory Board shall fill vacancies among the officers by election at its next meeting following the occurrence of the vacancy. Officers elected to serve unexpired terms shall serve until the next annual election. Any term so served that exceeds one hundred eighty (180) days within a single fiscal year shall be counted as one year of service.

Each Advisory Board may, by a simple majority vote of the Member representatives, recall any officer at any time and without cause provided the subject officer, the Members and their representatives are given written notice of the purpose of the meeting not less than ten (10) business days, not including the day the notice is given, prior to the posting of the recall meeting notice. No other business shall be conducted at a special meeting called for the purpose of recall.

Resignations by officers shall be submitted in writing to the respective Advisory Board.

The Chair of the Board or, in the Chair's absence, the vice Chair shall preside at all meetings of the Board. If neither the Chair nor the vice Chair is present, the remaining Member representatives present at a meeting shall elect by majority vote a Chair pro tem to serve as chair for that particular meeting.

## 8. EXECUTIVE BOARD

There shall be an Executive Board comprised of the Chair of each Advisory Committee. A quorum of the Executive Board shall consist of majority of the Executive Board members.

The Executive Board shall meet monthly with the Sheriff and the Director of the CCRECC to review the operations of the CCRECC.

All Executive Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law.

The Executive Board shall have the authority to:

- i. Approve annual and supplement budgets of the CCRECC;
- ii. Approve the selection of the CCRECC's Director;
- iii. Approve the addition of new Members of the CCRECC;
- iv. Approve the withdrawal of a Member from the CCRECC;
- v. Approve the long range operating and capital plans;
- vi. Review annual financial audit;
- vii. Review management audit at least every five (5) years;
- viii. Approve a fee schedule for services to Members and Non-Members;
- ix. Approve the annual operating and staffing plans of the CCRECC.

#### 9. RESPONSIBILITIES OF THE BCSO

The BCSO shall house the CCRECC, its equipment, furnishings and staff at a secure location suitable to the work of the CCRECC and under the control of the BCSO.

The BCSO shall oversee and direct the creation of the CCRECC as an operational entity, including all matters pertaining to its facilities, furnishings, equipment and its operational policies and procedures, except as otherwise noted herein.

All CCRECC staff shall be employees of the BCSO. The BCSO shall have sole responsibility and authority to oversee, direct, manage and supervise the operations of the CCRECC, and to hire, set the compensation for, supervise, discipline and terminate all CCRECC staff, except as noted herein.

The BCSO shall provide administrative and management support to the operation of the CCRECC, including human resource management, payroll processing, legal services, grant, procurement, management and financial reporting.

## 10. FINANCIAL LIABILITY

The financial obligations of the BCSO and the Members under this Agreement shall not commence until the "Start-Up and Operations Transfer Plan and Budget" as provided for herein has been accepted by its Chief Executive Officer, after a public hearing, and sufficient funds have been appropriated by the BCSO and the Members.

The financial liability of the BCSO and the Members shall not exceed its share of initial start-up costs, as set forth in the "Start-Up and Operations Transfer Plan and Budget", and annual operating costs as apportioned herein.

## 11. RECORDS AND REPORTS

The BCSO and the Advisory Boards shall ensure the creation and maintenance of complete records of all meetings, decisions, directives, policies, procedures, operations, financial transactions, and all other records and reports pertinent to the business of the CCRECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

Each Advisory Board shall annually prior to the close of the fiscal year submit a report summarizing its activities and actions to the Executive Board.

The Executive Board shall publish an Annual Report during the first fiscal quarter that summarizes the activities and actions of the three Advisory Boards. The report shall describe the operations and finances of the CCRECC during the prior fiscal year. It shall also include explanations of any changes in the Annual Operational Plan and Budget of the prior year, a description of the Annual Operational Plan and budget for the current fiscal year accompanied by a three (3) year projection of changes to both, and a five (5) year projection of capital costs.

The Finance Advisory Board shall provide for and cause a financial audit of the CCRECC annually, and a management audit of CCRECC operations at five (5) year intervals, the first occurring during the second fiscal year after the effective date of this agreement. The BCSO and the Finance Advisory Board, pursuant to state procurement laws and procedure, shall select the auditing firm.

## 12. CCRECC DIRECTOR

The BCSO shall appoint the initial Director of the CCRECC, and shall provide written notice of such appointment to the Executive Board. The BCSO shall provide in such notice a summary of the qualifications of the subject appointee and an itemized certification that such person has cleared all requisite security and background checks pertinent to the position.

The Executive Board shall, within ten (10) business days of receipt of such notice, meet and vote to confirm by a two-thirds (2/3) vote the appointment of the initial Director.

The Director shall be appointed for a three year term, and shall dedicate his full-time effort to managing the CCRECC and shall, subject to authority granted and duties assigned by the

BCSO, direct, manage and supervise all CCRECC operations and staff. The Director may be appointed for successor terms, subject to confirmation by the Executive Board as provided above. The Director shall attend all meetings of the three Advisory Boards and may participate, but may not vote.

Following the term of the initial Director (and any subsequent reappointment periods), the BCSO and the Executive Board shall form a Search Committee for the sole purpose of hiring a Director. The Search Committee shall make a recommendation to the BCSO who shall ensure the recommended Director candidate meets all the security and background checks pertinent to being an employee of the BCSO's Office. The Executive Board shall approve or reject the recommended Director candidate. Should the recommended Director candidate be rejected by the Executive Board, the Search Committee shall submit another candidate for consideration.

The Director shall provide the Advisory Boards with timely and accurate responses to questions and requests for further information regarding the plan and budget, and regarding any other matters put forward by the BCSO.

### 13. ANNUAL OPERATING PLAN AND BUDGET

The Finance Advisory Board shall present the "Annual Operating Plan and Budget" for the next fiscal year at a publicly noticed hearing on a timetable which is agreed to by the Finance Committee. The Annual Operating Plan and Budget shall be adopted by majority vote at the Finance Advisory Board's third fiscal quarter meeting. A copy of the "Annual Operating Plan and Budget" so adopted shall be provided to the Executive Board for their approval.

The Annual Operating Plan and Budget shall delineate all anticipated revenue and costs, including the number, classifications and compensation of CCRECC staff, all anticipated non-labor expenses and a list of capital expenditures. The plan and budget shall also include detailed three (3) year projections of revenues and costs, and a five (5) year projection of capital costs.

Material deviations from the plan and budget for reasons of emergencies, or otherwise, shall be reported to the Chair of the Finance Advisory Board in a timely manner and shall be noted on the public notice of the next convened meeting of the Finance Advisory Board, which shall consider the need to amend the plan and budget.

### 14. APPORTIONMENT OF COSTS

The Members shall share all costs of the CCRECC proportionately via a formula which is presented by the Finance Committee and approved by the Executive Board and the BCSO.

Initial costs shall be apportioned among the Members as set forth in the "Start-Up and Operations Transfer Plan and Budget" as developed by the Finance Committee and approved by the Executive Board. Initial costs apportionment shall be based on the Member's population as reported in the most recent federal census.

The Finance Advisory Board shall apportion annual operating costs, including any ongoing debt obligations, and any BCSO deficiency funding amount in the Annual Operating Plan and Budget. Annual operating costs apportionment shall be based on a per capita assessment based on population as reported in the most recent federal census.

#### 15. ASSESSMENTS & REVENUE

The CCRECC shall annually assess on each Member its proportionate share of the net costs of operating the CCRECC in accordance with the annual budget presented by the Finance Advisory Board and approved by the Executive Committee.

In addition to Member assessments, revenue from the billing for non-Member provided services, CMED, 911 funding, fees from BCSO's Office tower leases, grants, gifts and other funding shall be considered CCRECC general revenue and used to offset the operational and capital needs of the CCRECC.

#### 16. PAYMENT OF ASSESSMENTS

All Member assessments in accordance with this agreement shall be billed annually by the BCSO and paid by the Member within thirty (30) days or other assessment methods approved by the Finance Committee.

#### 17. DEVELOPMENT, START-UP AND TRANSFER OF OPERATIONS TO THE CCRECC

The Finance Advisory Board shall, within one (1) year of the commencement date of this Agreement, adopt a "Start-Up and Operations Transfer Plan and Budget" for staffing and operating the CCRECC and the orderly transfer of services, personnel, equipment, records and data from the Members to the CCRECC. The Start-Up Plan and Operations Transfer Plan and Budget shall be adopted in the same manner as the Annual Operating Plan and Budget as provided herein and presented to the Members for funding.

#### 18. ADMISSION OF ADDITIONAL MEMBERS

Any town, district or entity not a party to this Agreement may be admitted to the CCRECC by a majority vote of the Executive Committee and upon the acceptance by the Chief Executive officer of that town of the original Agreement as amended.

Upon such admission, the total of all capital costs not fully depreciated plus the total of any reserve set aside for future capital costs shall be reapportioned to all then current Members as apportioned among the original Members.

Any new Member shall immediately assume liability for its entire share of capital and operating costs as determined by this Section. The Finance Advisory Board shall set the initial assessment for future added communities.



## 19. WITHDRAWAL

Any Member may withdraw from this Agreement after three (3) years following its date of execution by providing one (1) years written notice to the Director of the CCRECC. Such withdrawing Member shall satisfy all obligations incurred by it or on its behalf prior to withdrawal.

The Chief Executive Officer of any party that has presented withdrawal from the CCRECC to its appropriate local body for action shall immediately notify the other Members of such pending action.

## 20. INSURANCE

As a state independent office, the BCSO and its operations are self-insured by the Commonwealth of Massachusetts. Should the Executive Board determine there is a need to purchase private liability insurance, the CCRECC shall budget for and maintain such insurance coverage with said policies to name each Member and the BCSO as an additional insured.

## 21. FISCAL YEAR

The fiscal year of the CCRECC shall begin on July 1<sup>st</sup> and end on the following June 30<sup>th</sup>.

## 22. AMENDMENT OF AGREEMENT

Subject to prior approval of the Board of Selectmen, Town Council or Prudential Committee the Members may adopt amendments to this Agreement by approval by two thirds (2/3) vote of the Executive Board. Such amendments shall be binding on all Members.

## 23. DISSOLUTION

This Agreement shall dissolve upon the sum of Members hereto numbering less than four (4); provided, however, that remaining Members may, by agreement among themselves and the BCSO, extend this Agreement in accordance with the provisions of G.L.C. 40§ 4A or any other enabling legislation. All Members at the time of dissolution shall retire all financial obligations of the CCRECC as if withdrawing.

## 24. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

25. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

26. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations whether written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

THIS AGREEMENT is made by and between the BCSO and the Governmental Units signatory hereto, each duly authorized.

For the Barnstable County BCSO's Office:

X \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the Member:

X \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_