

**COOPERATIVE AGREEMENT FOR EMERGENCY COMMUNICATIONS AND DISPATCH SERVICES**

THIS AGREEMENT entered into this \_\_ day of \_\_\_\_\_, 2019 by and among the **DUKES COUNTY SHERIFF** with a mailing address of 149 Main Street. P.O. Box 252 Edgartown, Massachusetts 02539 (“Sheriff”), and the **TOWNS** of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury, and West Tisbury, Massachusetts, municipalities acting by and through their Boards of Selectmen, which shall sometimes be referred to herein as “Town(s).” The Dukes County Sheriff’s Office Regional Emergency Communication Center operated by the Sheriff’s Office shall be referred to herein as the “RECC.”

**WITNESSETH:**

**WHEREAS**, the Town(s) and the Sheriff desire to have the Sheriff staff, maintain, and operate a public safety communications/dispatch center, which is a proper governmental function and service; and

**WHEREAS**, the Dukes County Sheriff was authorized by Chapter 410 of the Massachusetts Acts and Resolves of 1964 to establish and maintain a Radio Communication Center for police, fire and other emergency purposes; and

**WHEREAS**, Chapter 61 of the Acts of 2009 transferred all functions, duties and responsibilities from the County of Dukes County (the “County”) to the Commonwealth, and

**WHEREAS**, the Sheriff has established and maintains a county-wide Emergency Communications Center located at 9 Flight Path, West Tisbury, MA 02575. The RECC provides emergency communications call-taking and dispatch services for the municipalities within the County; and

**WHEREAS**, the Sheriff has provided a cost-effective and professional regional emergency communications center to the Dukes County Towns since 1964 and has worked closely with the Massachusetts State 911 Department to deliver these services to the residents and visitors of the County through enhanced technology and the development of dispatch personnel; and

**WHEREAS**, the Town(s) desire that the RECC continue to serve as a regional emergency communications center providing emergency communications and dispatch services for the Town(s); and

**WHEREAS**, Section 18C of Chapter 6A of the Massachusetts General Laws authorizes municipalities to enter into written cooperative agreements to provide for regional emergency dispatch services; and

**WHEREAS**, the Town(s) and Sheriff intend that this Agreement shall set forth the terms and conditions for the provision of emergency communications and dispatch services to the Town(s), as well as the maximum financial liability to the Town(s) for those services, in accordance with Section 4A of Chapter 40 of the Massachusetts General Laws:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Town(s) and the Sheriff agree as follows:

**1. Approval by State Agencies:**

Pursuant to Sections 18B and 18D of Chapter 6A of the Massachusetts General Laws, this Agreement is subject to review and approval by the State 911 Department within the Massachusetts Executive Office of Public Safety and Security.

**2. Service:**

The RECC shall furnish emergency police, fire, and emergency medical services (EMS) communication and dispatch services to the Town(s). Those services shall include, but are not limited to:

- (a) Receiving emergency and routine calls for police, fire and emergency medical services (EMS);
- (b) Directing a response to said calls either by dispatching the appropriate police, fire or medical unit or by forwarding the call to the appropriate department or agency for response;
- (c) Providing on-going communication support to emergency personnel in the field;
- (d) Maintaining dispatch logs and 911 recordings as required by law;
- (e) Providing data and records from/to the Criminal Justice Information Services (CJIS), the Criminal History Systems Board (CHSB) and the National Crime Information Center (NCIC);
- (f) Updating, maintaining, and managing the radio communications systems, computer systems, support files, and resource materials necessary to accomplish the items above; and
- (g) Any other service or duty required by law of a Regional Emergency Communications Center.

**3. Advisory Boards:**

The RECC shall be advised by two (2) boards as described below. No voting Board member shall have any financial or employment association with the Sheriff; this shall not apply to the Sheriff's representative on the Public Safety Communications Advisory Board.

- (a) The Public Safety Communications Advisory Board shall consist of the 15 listed representatives from the respective member communities:

- |                                 |             |
|---------------------------------|-------------|
| 1. Aquinnah Fire and Police     | (2 members) |
| 2. Chilmark Fire and Police     | (2 members) |
| 3. Edgartown Fire and Police    | (2 members) |
| 4. Oak Bluffs Fire and Police   | (2 members) |
| 5. Tisbury Fire and Police      | (2 members) |
| 6. West Tisbury Fire and Police | (2 members) |
| 7. Tri-Town Ambulance           | (1 members) |
| 8. Dukes County Sheriff         | (2 members) |

- (b) The Public Safety Communications Advisory Board shall have the power to recommend public safety related operating procedures and submit requested additional services for the approval of the Communications Finance Advisory Board.

- a. The Public Safety Communications Advisory Board shall have the authority to:
  - i. Review the performance of the RECC and to identify Strategic initiatives for enhanced services.
  - ii. Review and recommend the written operational procedures for the RECC that govern the deployment of emergency services in the Town(s) as part of the materials submitted to the State 911 Department.
  - iii. Submit requested additional services for the approval of the Communications Finance Advisory Board.
  - iv. Review the maintenance and operation of legacy communication systems.
  - v. Meet at least on a quarterly basis.
  
- (c) The Communications Finance Advisory Board shall consist of the town administrators or financial officers, as designated by the Board of Selectmen of each member community. The Communications Finance Advisory Board shall consist of the 6 listed representatives from the respective member communities:

- |                         |            |
|-------------------------|------------|
| 1. Town of Aquinnah     | (1 member) |
| 2. Town of Chilmark     | (1 member) |
| 3. Town of Edgartown    | (1 member) |
| 4. Town of Oak Bluffs   | (1 member) |
| 5. Town of Tisbury      | (1 member) |
| 6. Town of West Tisbury | (1 member) |

- b. The Communications Finance Advisory Board shall have the authority to:
  - i. Review the annual operating and staffing budget of the RECC and changes thereto.
  - ii. Review and approve the proposed maintenance budget of RECC with the Public Safety Communications Advisory Board.
  - iii. Present approved RECC maintenance budget to their respective municipal finance advisory committees and Boards of Selectmen.
  - iv. Review long range capital and operating plans for the RECC.

The Sheriff's Office or designee shall have the final decision-making authority with regard to all matters involving the day-to-day operations of the RECC.

**4. Radio Systems:**

- (a) The Sheriff owns and operates a county-wide VHF conventional analog radio system known as the "Dukes County/Martha's Vineyard Public Safety Communications System." The Sheriff shall obtain and keep current all frequency-related licenses granted by the Federal Communications Commission (FCC) under Part 90 of the FCC rules and regulations. The Sheriff shall operate the radio system in accordance with Part 90 of the FCC rules and regulations.
  
- (b) The Sheriff will coordinate with the Public Safety Communications Advisory Board to develop a sustainable vision for the radio system and ensure that the system meets the operational needs of the RECC and the Town(s) for today and the future. This vision will include strong adherence to

interoperability standards, life-cycle planning for the systems, and ongoing maintenance of equipment.

- (c) Equipment purchased by the Sheriff with funds from the State 911 Department or other grant sources shall be owned and maintained by the Sheriff for the Dukes County/Martha's Vineyard Public Safety Communication System.
- (d) The Sheriff will be responsible for facilitating future upgrades and improvements to its radio systems. The Sheriff will work with the Town(s) to seek State 911 Department grant funding for required infrastructure and subscriber radio system improvements. Any portion of the capital expenses for upgrading and maintaining the radio system not covered by State 911 Department development grant funds may be contributed by the Town(s), if appropriated by their respective Town Meetings.
- (e) Radio equipment and facilities purchased or obtained by the Town(s) shall remain the property of the respective Town unless that Town chooses to transfer such equipment or facilities to the Sheriff.

**5. Adherence to Operational Protocols and Practices:**

The Town(s) representatives on the Public Safety Communications Advisory Board will coordinate the necessary feedback from their respective Town(s) regarding the performance of the RECC's call-taking and dispatch services, and will communicate the feedback to the Public Safety Communications Advisory Board.

**6. Media Inquiries:**

Media Inquiries regarding the operation of the RECC shall be referred to the Sheriff or Sheriff's Office's designee for the RECC. Media inquiries regarding the Town(s) personnel shall be referred to the appropriate department head, such as the Police or Fire Chief of the Town or a designee. Media inquiries concerning specific incidents under the jurisdiction of the Town(s) respective police, fire, or emergency medical services (EMS) provider shall be directed to the appropriate department.

**7. Reporting:**

Within ten (10) business days of the Sheriff's receipt of the quarterly report issued to Massachusetts Regional Emergency Communication Centers by the Statewide Emergency Telecommunications Board, a copy of said report shall be provided to the Town(s).

**8. Maintenance Assessment:**

- (a) The Town(s) shall pay a yearly Maintenance Assessment ("Fee") based upon a budget approved by the Communications Finance Advisory Board. The Assessment will be determined by an agreed upon formula of the participating Town(s).
- (b) By no later than October 1<sup>st</sup> of each year, the RECC, through the Sheriff, shall provide the Town(s) with notice of the Fee to be charged for the next fiscal year.

- (c) At the beginning of the budget planning cycle for each fiscal year, the Sheriff will provide an analysis of the Town(s) RECC call volume and capital costs. The Assessment will be calculated as the agreed upon formula determined by the Town(s), after incorporating any reimbursements provided by the Massachusetts State 911 Department's Incentive and Support funding or any other sources. The Sheriff will furnish the Communications Finance Advisory Board with a copy of the Budget, including the calculations of the total operating costs and the amounts of reimbursements received from the State 911 Department and/or other sources.
- (d) If additional federal, state, county or local revenue, which can be used directly to offset the operational costs of RECC, is secured by the Sheriff, the fee shall be pro-rated accordingly either during the fiscal year when the fees are due or effective with the next fiscal year.

**9. Payments:**

The Town(s) shall make semi-annual payments of the Assessment to the Sheriff, payable on the same day that tax payments are due. The Sheriff shall send semi-annual invoices to the Town(s), electronically or by mail, no later than thirty (30) days before the due date. The Sheriff may elect to send one annual invoice that outlines semi-annual payments for the fiscal year. If payment is not received by the due date, the Sheriff shall send a second notice by certified mail.

The Sheriff shall establish through the Secretary of Administration & Finance a segregated account and separate appropriation into which the payments from the Town(s) will be deposited, and from which the expenses will only be made for the benefit of RECC. The Sheriff shall communicate a complete report created by the Executive Office of Administration and Finance to the towns of all transactions in this account, after the close of each fiscal year, no later than October 1<sup>st</sup> of each year, and shall comply in other respects with Section 4A of Chapter 40 of the Massachusetts General Laws (par. 2) regarding sufficient financial safeguards for all participants.

**10. Assignment:**

No assignment or other transfer of any right or obligation under this Agreement shall be made by either the Town(s) or the Sheriff.

**11. Liability:**

Pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws, the Town(s) and the Sheriff hereby agree that they shall be liable for the acts and omissions of their own employees but not for the employees of any other agency in the performance of this Agreement, and shall only be liable to the extent provided by Chapter 258 of the Massachusetts General Laws (the Massachusetts Tort Claims Act). By entering into this Agreement, neither the Town(s) Town nor the Sheriff has waived any governmental immunity or limitation of damages that may be extended to them by operation of law. Notwithstanding the foregoing, the Sheriff shall not be liable for damages caused by any failure to provide services through the RECC arising from an Act of God, loss of power, or any other cause beyond its reasonable control.

**12. Amendments:**

This Agreement may only be amended by a written document duly executed by both the Town(s) and the Sheriff.

**13. Governing Law:**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

**14. Termination:**

The Town(s) may terminate this Agreement upon giving written notice no later than the 15<sup>th</sup> of December for the following Fiscal Year.

**15. Term of Agreement:**

This Agreement is intended as a long-term obligation of each of the Parties. Consistent with the time limitation set forth in Section 4A of Chapter 40 of the Massachusetts General Laws, the initial term of this Agreement shall be for five (5) years. Unless earlier terminated as set forth herein, this Agreement shall automatically renew every five (5) years on the anniversary of the Commencement Date for additional terms of five (5) years each, and shall expire twenty-five (25) years from the Commencement Date.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Sheriff and the Town(s) have hereto, intending to be legally bound, caused their duly authorized representatives to set their hands and seals on the set forth below.

Dukes County Sheriff

By: \_\_\_\_\_  
Sheriff

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

Town of Aquinnah

By: \_\_\_\_\_

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

Town of Chilmark

By: \_\_\_\_\_

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

Town of Edgartown

By: \_\_\_\_\_

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

Town of Oak Bluffs

By: \_\_\_\_\_

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

Town of Tisbury

By: \_\_\_\_\_

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

Town of West Tisbury

By: \_\_\_\_\_

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