

WHEREAS, the City Council of Westfield with the approval of the Mayor, the Select board of South Hadley, the Prudential Committee of Fire District No. 1 and the Prudential Committee of South Hadley Fire District No. 2 agree to enter into this Agreement in accordance with the provisions of M.G.L. c. 40, §4A; and

WHEREAS, pursuant to M.G.L. c.6A, §§18A and 18D, this Agreement is subject to approval from the State 911 Department within the Executive Office of Public Safety.

NOW, THEREFORE, the Parties agree as follows:

I. Introduction

Public safety is of paramount importance to the Parties. By working cooperatively, the Westfield, South Hadley Police, Fire District No. 1 and South Hadley Fire District No. 2 will continue to achieve the objective of preserving and protecting the lives, safety and property of the citizens of Westfield, South Hadley and the jurisdictions of the Fire Districts while responsibly using each town's existing resources. Under the primary dispatch system described in this Agreement, the Westfield Regional Public Safety Communications Center (“Center”) will be the primary recipient of all public safety related police, fire and EMS calls from or for South Hadley pursuant to section IV(D)(2) herein, and will dispatch South Hadley, Fire District No. 1 and South Hadley Fire District No. 2’s emergency responders as appropriate, in accordance with the policies and procedures of the South Hadley Police and Fire Departments.

The Mayor of Westfield, Town Administrator for South Hadley, the Prudential Chair of Fire District No. 1 and the Prudential Chair of South Hadley Fire District No. 2 or respective designees will be the municipalities’ representatives to oversee this Agreement. The approval of Westfield’s City Council, South Hadley’s Select Board, the Prudential Committee of Fire District No. 1 and the Prudential Committee of South Hadley Fire District No. 2 shall be required to execute and amend this Agreement.

Any privileges and immunities from liability and exemptions from laws, ordinances or regulations that dispatchers employed by any of the PARTIES hereto in their own jurisdictions, shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.

II. Definitions

State 9-1-1 Department: 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.

Dispatch Director: The person in charge of the day-to-day operations of the Center.

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

Westfield Regional Public Safety Communications Center (Center): A radio facility located at the 179 Apremont Way, Westfield, MA that handles all emergency calls for both Westfield and South Hadley.

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 Center.

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

Run Cards: A list of responding units dispatched to an incident.

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 Three (3) years commencing on execution by the Parties and approval from the State 911 Department. This Agreement may be extended by mutual written agreement of the parties for three (3) additional two (2) year terms.

Any party may terminate this Agreement with or without cause upon providing written notice not less than twelve (12) months prior to the date of termination. If the Agreement is terminated pursuant to this paragraph, Westfield will refund a *pro rata* portion

of the payment by the State 9-1-1 Department for the year of termination to the State 9-1-1 Department.

The Parties agree to open negotiations on any extension at least six months prior to the expiration of any current term.

IV. Dispatch Operations

- A. Following the execution of this Agreement by the Parties and following a determination by Westfield that the Center is legally and operationally capable of providing emergency communication services to South Hadley, Fire District No. 1, South Hadley Fire District No. 2 and Westfield, South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 shall use the Center to dispatch emergency police, emergency fire, emergency medical, emergency public works, emergency animal control services, South Hadley Emergency Management Agency and other emergency town service communication and dispatch services (“Emergency Communication Services”) to South Hadley and the jurisdictions of Fire District No. 1 and South Hadley Fire District No. 2. The Operational Date shall be the date that Westfield commences furnishing operational dispatch services to South Hadley, Fire District No. 1 and South Hadley Fire District No. 2. Emergency Communication Services do not include routine or business communication and non-emergency dispatch services. The Emergency Communication Services rendered to South Hadley and the Fire Districts shall be substantially the same as the Emergency Communication Services rendered to Westfield. The Center shall be a subscriber on each of the Community’s infrastructure providers.
- B. The policies and procedures regarding the operation and administration of the CENTER are the ultimate responsibility of the Dispatch Director, subject to input and guidance provided by the Advisory Board as established herein.
- C. All South Hadley emergency 911 calls will be answered by the Primary PSAP at the CENTER.
- D. Specific operations are as follows:
 - (1) Police, Fire and EMS calls for service are to be answered at the CENTER.
 - (2) Non-emergency or business calls other than the 911 emergency line will be answered at the CENTER only after being directed through South Hadley, Fire District No. 1 and South Hadley Fire District No. 2’s internal phone system.
 - (3) Emergency calls that are received directly by the South Hadley Police, Fire District No. 1 and South Hadley Fire District No. 2 via telephone or radio shall be transferred directly to the CENTER for processing.

- (4) Westfield will maintain a list of vendors that will work on an emergency basis to resolve any telephone, radio and IT problems regarding the CENTER.
- (5) No press releases, photographs, videotapes or other information, related to or received from South Hadley, will be released to any person or entity without the express permission of the South Hadley Police and/or Fire Chiefs.

V. South Hadley's Responsibilities

- A. South Hadley shall establish policies and procedures concerning public safety in South Hadley.

The Town of South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 shall provide up to date Policies and Procedures Manuals in electronic format (.pdf, .doc) relative to the Dispatch Director and the Police and Fire Departments. The South Hadley Police Department shall provide to Westfield all applicable Massachusetts Police Accreditation Commission, Inc. standards and policies to assist in ensuring compliance of these standards and policies.

- B. Every effort will be made by South Hadley Police and Fire to adopt policies for call processing and dispatch related issues that achieve uniformity among the CENTER's member communities.

- (1) The South Hadley Police, Fire District No. 1 and South Hadley Fire District No. 2 will provide the following data to the CENTER whenever new information is available with respect to the following: All run cards and street location information, patrol sector districts, contact information for personnel, other town agencies and affiliations and business information. This is not meant to be an exhaustive list. The intent is to provide as much information as possible to allow the CENTER to provide the most efficient dispatch services possible.
- (2) All South Hadley Police, Fire District No. 1 and South Hadley Fire District No. 2 Standard Operating Guidelines, General Orders and memorandums regarding emergencies and dispatches; and
- (3) All documents reasonably necessary for the CENTER to perform its obligations under this Agreement.

- C. If a telephone line failure or technical difficulty, including but not limited to an equipment failure, natural disaster or storm, renders the CENTER unable to provide dispatch services, the South Hadley Police, Fire District No. 1 and South Hadley Fire District No. 2 shall assume all responsibilities for police, fire and

EMS dispatch for South Hadley, Fire District No. 1 and South Hadley Fire District No. 2, using South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 resources, at no expense to Westfield, until the CENTER is able to resume its services. It is understood by the Parties that Westfield has a policy in place wherein dispatchers are dispersed to alternative sites to resume dispatch operations as quickly as possible. Westfield agrees to receive input from the Advisory Board, hereinafter defined, to update said policy to ensure that a dispatcher is dispersed to the Town of South Hadley during any failure at the CENTER if possible.

VI. Westfield's Responsibilities

- A.** The Westfield Regional Public Safety 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 CENTER 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 CENTER.
 - (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 South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 subject to Massachusetts General Laws c. 48, §59A, and dispatch South Hadley resources to respond in accordance with this Agreement. South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 shall provide all mutual aid agreements to Westfield prior to the effective date of 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 South Hadley Police and Fire Departments.

- (10) Monitor and dispatch all burglar, hold-up, and fire alarms received by telephone for properties in South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 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 Departments, 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.
 - (12) Follow all safety protocol and procedures as it relates to the services provided herein.
 - (13) The South Hadley Police Department adheres to the policy standards set by the Massachusetts Police Accreditation Commission, Inc. The Center shall maintain copies of the policies and procedures manual for accreditation standards governing the communications function on behalf of the South Hadley Police Department.
- B. Staffing policies, daily operating procedures and administrative management of the CENTER shall be the sole responsibility of the Communications Administrator and his/her designee.

VII. Advisory Board

- A. Composition.** There shall be an Advisory Board of the Center consisting of the Police and Fire Chief of each Community and District, or their designee, the Chief Administrative Officer for South Hadley, the Mayor of Westfield, or its designee. The Communications Administrator shall be an ex-officio member of the Advisory Board. At any time there may be other municipalities which have similar Agreements with the City of Westfield who will also have members on the Advisory Board.
- B. Role.** The Advisory Board shall meet as needed. Standard agenda items for Advisory Board meetings shall include discussion of the performance of the Center, identification of needed improvements and probable future initiatives and any other matters requested by any member of the Advisory Board. The Advisory Board's role shall include, but not be limited to the following:
- (1) Development written procedures governing the operation of the Center with respect to the deployment of emergency services in each Community and District. Reasonable efforts shall be made for uniformity in procedures. The Dispatch Director shall ensure that the procedures are followed by the Center.
 - (2) Provision of information to assist in managing and updating the E-911 database, including the disability database.

- (3) Review the performance of the Center, and the development of recommendations for improved Center services to the Dispatch Director.
- (4) Review of any suggested system upgrades to the Center.
- (5) Planning of any radio frequency consolidation, where applicable, or developing recommendations to address interoperability issues.
- (6) Seeking available funding, including grants, for the common good of the Center.
- (7) Provide recommendations to the Dispatch Director on matters related to the Operations/Policy and Procedures of the Center.

VIII. Costs and Expenses; Liabilities

- A. South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 will be responsible for its portion of operating costs at the Center. The total amount due from South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 to Westfield shall be offset by a Transition Expense Award as part of the Development Grant program from the State 9-1-1 Department. It is understood by the parties that Westfield will submit for grant funding on behalf of South Hadley and that South Hadley does not have to expend funding first and then be reimbursed. For the term of this Agreement the Town of South Hadley will remit to the Center a sum of \$130,000 dollars, Fire District No. 1 will remit to the Center a sum of \$50,000 and South Hadley Fire District No. 2 will remit to the Center a sum of \$20,000 for the first year (payable in proportionate amounts each quarter – July 1, October 1, January 1 and April, 1) and shall follow terms of the grant agreement for the remaining years of the grant. Thereafter, the annual fee of \$200,000.00, as outlined herein, shall be due and payable on July 1, October 1, January 1 and April, 1 each year. Notwithstanding the foregoing, it is contemplated that the first three (3) years of SOUTH HADLEY's Fire District No. 1 and South Hadley Fire District No. 2 member at the CENTER will be fully funded by the Development Grant Transition awards as set forth in Section IX(C).
- B. Should the Center 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 Center operating budget prior to calculating each municipalities', Fire District No. 1 and South Hadley Fire District No. 2 assessments.
- C. During the course of this Agreement the Center shall maintain its status as a Regional Emergency Communications Center (RECC).
- D. Westfield shall bear all operating, capital and personnel costs and expenses associated with providing services to South Hadley Fire District No. 1 and South Hadley Fire District No. 2 under this Agreement, subject only to South Hadley,

Fire District No. 1 and South Hadley Fire District No. 2 paying the annual fee as set forth herein.

- E. Appropriate insurance coverage for the operation of the Center, including the services rendered to South Hadley, Fire District No. 1 and South Hadley Fire District No. 2, shall be provided by Westfield at its sole expense, which shall be maintained for the duration of the Agreement.
- F. Each community agrees that any equipment, services or personnel paid for by the grant will be maintained by Westfield and any equipment, services or personnel paid for by South Hadley, Fire District No. 1 and South Hadley Fire District No. 2, including but not limited to portable radios, toning equipment inside buildings, radios in cruisers, fire vehicles etc. will be maintained by South Hadley, Fire District No. 1 and South Hadley Fire District No. 2
- G. Should Westfield apply for and receive a grant to procure any equipment or service that would benefit South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 and said grant does not cover the full cost of the equipment or service, South Hadley or Fire District No. 1 or South Hadley Fire District No. 2 shall remit the balance of the cost to Westfield within sixty (60) days, whichever entity is utilizing the equipment. Each party will be responsible for its own equipment and service costs.
- H. The Center is eligible for grant funding of capital items including but not limited to radio and computer equipment. Any equipment procured with the grant funding, which is not guaranteed, shall remain the property of the Center. Should South Hadley, Fire District No. 1 or South Hadley Fire District No. 2 cease to receive the Dispatch services through this Agreement, any and all equipment procured through grant funding by the Center must immediately be turned over to the Center. In addition, any equipment that has reached the end of its useful life or is damaged or no longer needed by South Hadley, Fire District No. 1 or South Hadley Fire District No. 2 that was procured through grant funding must immediately be turned over to the Center.
- I. Westfield will not be responsible for maintaining any service or support agreement that South Hadley, Fire District No. 1 or South Hadley Fire District No. 2 may have for its own radio and computer equipment or software licensing. South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 will continue to be responsible for funding its own service and support agreements along with any licensing fees for anything not paid for by the grant. Any equipment or services paid for with grant funding will be maintained by Westfield.
- J. Notwithstanding anything else in this Agreement, if the Commonwealth does not award the Center grant funding or provide appropriate assurance that Transition Award funding will be provided, South Hadley, Fire District No. 1 and South

Hadley Fire District No. 2 shall be responsible to pay its full share of the Center operating budget for the term of this agreement.

- K. 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. By entering into this Agreement, no Party hereto has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.

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 exchange financial statements within a reasonable time after such a request.
- B. The Parties agree to reopen and recalculate this assessment if: (a) either Community experiences dramatic growth in population and or 911 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 of the agreement; and (b) upon the first extension of the agreement for year six (6). South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 agree to pay a minimum of \$200,000 during the term of this agreement for any year in which funding by South Hadley Fire District No. 1 and South Hadley Fire District No. 2 is required.
- C. The Parties acknowledge that this agreement is predicated on the State 9-1-1 Department's assurances that the first three years of South Hadley, Fire District No. 1 and South Hadley Fire District No. 2 membership at the CENTER 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.

X. Notice

Any notice under this Agreement shall be provided as follows:

<p>To Westfield: Mayor Michael A. McCabe 59 Court Street Westfield, MA 01085</p>	<p>To South Hadley: Town Administrator 116 Main Street South Hadley, MA 01075</p>
<p>With a copy to:</p> <p>Office of the City Solicitor 59 Court Street Westfield, MA 01085</p>	<p>With a copy to:</p> <p>Town Counsel Mead, Talerman & Costa 30 Green Street Newburyport, MA 01950</p>
<p>To Fire District 1:</p> <p>Prudential Chair 144 Newton Street South Hadley, MA 01075</p>	<p>To South Hadley Fire District 2:</p> <p>Prudential Chair 20 Woodbridge Street South Hadley, MA 01075</p>

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 any 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 any Party without the express written consent of the other Parties.
- D. Each Party shall maintain the confidentiality of information of the other, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless required to release such information by final judgment or order of a court of competent jurisdiction, or unless such confidentiality has expressly been waived in advance in writing to the extent allowed by law.
- E. 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.
- F. This Agreement and all rights of the Parties shall be governed by the laws of the Commonwealth of Massachusetts.
- G. This Agreement may be executed in multiple counterparts and verifiable scanned or electronic signatures shall be sufficient to bind the parties.

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**TOWN OF SOUTH HADLEY
SELECT BOARD**

ATTEST:

Lisa Wong
Town Administrator

Town Counsel

CITY OF WESTFIELD

ATTEST:

Michael A. McCabe, Mayor

Kaitlyn Bruce, City Clerk

Approved as to form:

First Assistant City Solicitor

FIRE DISTRICT ONE

Prudential Committee Chair

SOUTH HADLEY FIRE DISTRICT TWO

Prudential Committee Chair