



Agreement for a MetroWest Regional Emergency Communications Center District

This District Agreement (“Agreement”) is entered into as of this _____ day of _____ 2023, in accordance with the provisions of G.L. c.6A, §§18P to 18V, inclusive, and G.L. c.40, §4A, by and between the Towns of Grafton, Southborough and Westborough, acting by and through their respective Select Boards (“Grafton, Southborough and Westborough” or, collectively, the “Towns” or “Participating Communities”). The Agreement represents the complete understanding between the Participating Communities with respect to the cooperative operation of a consolidated Regional 911 Emergency Communication Center (RECC).

PREAMBLE

In order to establish, operate and maintain a consolidated emergency services communication and dispatch system for Grafton, Southborough and Westborough, in accordance with Massachusetts General Laws, Chapter 6A, Sections 18P to 18V, inclusive (the “Enabling Legislation”), the Participating Communities agree to jointly exercise their common powers in the manner set forth in this Agreement to establish a District for the purpose of operating a RECC.

WITNESSETH

WHEREAS the Participating Communities are each empowered by law to staff, maintain, and operate a public safety communications and dispatch facility, which is a proper governmental function and service;

WHEREAS the Participating Communities desire to form a district to operate and maintain a consolidated regional 911 emergency communication facility and to provide an orderly method for the accomplishment thereof;

WHEREAS, the Participating Communities have agreed to share the costs, responsibilities, and obligations of constructing, operating, and maintaining a regional municipal 911 emergency communication facility,

WHEREAS, certain Participating Communities have and maintain existing municipal 911 emergency communication facilities that provide high levels of service;

WHEREAS, the Participating Communities are committed to providing and maintaining high levels of service for the emergency and 911 dispatch services to be provided for under this Agreement;

WHEREAS, it is a goal of this Agreement that emergency response times from any Town's Fire/Police Departments will not be increased solely as a result of this Agreement;

WHEREAS, the Fire/Police Departments of the Participating Communities have, and will maintain, the technological capabilities and trained personnel to accomplish the objectives of this Agreement;

WHEREAS, the Participating Communities have established this inter-municipal relationship for the purpose of combining their resources to maximize effective emergency and 911 dispatch services, as well as to provide regional interoperability for their public safety agencies from a single primary location, initially to be located in Westborough, Massachusetts; and

WHEREAS, the Participating Communities, pursuant to G.L. c.40 §§4A, 4A ½, and the Enabling Legislation, may enter into this Agreement to perform joint activities or undertakings which the municipalities are authorized by law to perform.

NOW THEREFORE, the Participating Communities, in consideration of the mutual benefits, promises and agreements set forth herein, agree to the following:

AGREEMENT

1. Purpose

This Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for cost-efficient, shared, and effective municipal emergency dispatch and communications services. The purpose of this Agreement is to provide for the establishment, operation, and maintenance of the RECC by constructing, equipping, staffing, maintaining and operating a facility or facilities, including computers, radios and other equipment for use by the RECC, and providing call receiving and dispatching services to all Participating Communities.

2. Name

The Participating Communities shall operate under the name "MetroWest Regional Emergency Communication Center District" (hereinafter, the "MetroWest RECC District" or "District"). Operating under the District, the services provided, and the center facility will be known as the "MetroWest Regional Emergency Communication Center" (hereinafter, the "MetroWest RECC").

3. Term

The initial term of this Agreement shall be for a period of ten (10) years, commencing on the date when the final Participating Community's Select Board has voted to approve the Agreement. Thereafter, this Agreement shall automatically renew for three (3) additional five (5) year terms, the total length of the Agreement not to exceed twenty-five (25) years, unless sooner terminated.

4. Implementation

Recognizing that the Agreement will require approvals of the Select Boards of each of the Participating Communities, the Participating Communities agree to the following implementation schedule and process:

A. Process

1. The Agreement shall be executed by each Participating Community on or before February 28, 2023. Any Participating Community shall have the right to withdraw from this Agreement, by giving written notice in accordance with Section 23 no later than June 1, 2023, and, upon such termination, the terminating Town shall have no further responsibility hereunder. Further, if the Agreement is not executed by the Select Board of the Town of Westborough, this Agreement shall be amended in accordance with the procedures set forth herein.

B. Creation

1. Effective upon the approval by the Select Board in each Participating Community, the “Effective Date” being that date of the last Select Board’s approving vote, the Towns hereby establish the District as their agent to exercise the common powers provided for herein and to administer and manage or otherwise execute the stated functions and purposes of the Agreement.
2. On or before April 1, 2023, the Board of Directors authorized by Section 7, shall be created.
3. The date (hereinafter, referred to as the “Commencement Date”) on which the District shall commence operations shall be 60 days following the creation of the Board of Directors or July 1, 2023, whichever is later; or such other date as the Towns mutually agree.

C. Transition:

Recognizing the vital nature of the Agreement, the Participating Communities hereby agree to develop a mutually acceptable transition plan in which the details of implementing the Agreement shall be specifically set forth, in accordance with applicable law. Said transition plan shall become incorporated into the Agreement upon its acceptance by all of the Participating Communities’ Select Boards. The transition plan shall include at least the following key components:

1. The Participating Communities recognize that the MetroWest RECC will be renovated and outfitted with new equipment by the District in accordance herewith. Notwithstanding the same, in the event any Participating Community or the District

determines that assets, including personal property, under the care, custody, management and control or general use of each of the Participating Communities currently used for their respective dispatch operations are suitable for use by the District, those assets may be transferred to the District subject to any statutory authority governing such disposition. The transition plan shall include a complete inventory of any such assets to be transferred and any new assets to be acquired.

5. MetroWest RECC Operations

- A. The MetroWest RECC shall be located at 30 Otis Street in Westborough, Massachusetts, pursuant to a lease agreement to be entered into by the parties (as set forth in Section 8A), and shall provide suitable and necessary components for a modern and adequate dispatch center. The MetroWest RECC will be the primary recipient of all emergency Fire/Police and EMS calls originating from each of the Participating Communities.
- B. The policies and procedures regarding the operation and administration of the MetroWest RECC shall be promulgated by a Board of Directors, as established hereunder, in consultation with the Operations Committee, as established hereunder, and in consultation with the Participating Communities.
- C. All 911 calls for the Participating Communities will be answered by the Primary Public Safety Answering Point located at the MetroWest RECC. Additionally, the RECC shall also have the ability to receive and process emergency calls on pre-identified phone numbers other than 911 lines, e.g., alarm calls; hotline calls; animal control; etc.
- D. The Secondary Answering Point and Radio dispatch system operated by the District and the Alternate Public Safety Answering Point (PSAP) will be determined by the Operations Committee prior to commencing operations, subject to approval by the Board of Directors.
- E. Specific Operations are as follows:
 - (1) Fire/Police/EMS calls for service are to be answered at the MetroWest RECC.
 - (2) Non-emergency or business calls, other than the 911 emergency line, will be answered at each Participating Community's Fire/Police Headquarters or such other place as the individual Participating Communities may designate.

6. RECC Duties and Responsibilities

- A. The duties and responsibilities of the MetroWest RECC shall include the following:

- (1) Receipt of Fire/Police/EMS related Emergency 911 calls and the Radio dispatch of same. When it is necessary to provide EMD instructions to a caller, in compliance with M.G.L. c. 6A, §18H, the RECC shall provide Emergency Medical Dispatch support in accordance with standards developed by the State 911 Department. Telecommunicator staffing will be structured to accommodate EMD calls that may take additional processing time.
- (2) Processing of Fire/Police Department radio traffic to emergency responses by the Participating Communities' Fire/Police Departments.
- (3) The "Toning Out" or radio tone transmitted to alert the *on and off* duty firefighters to respond to an incident is the responsibility of MetroWest RECC staff for recall and notification paging.
- (4) Receipt of non-emergency Fire/Police department traffic on a regular business line as determined by the Operations Committee.
- (5) Monitoring the activity of all Fire/Police department vehicles.
- (6) Maintaining a log of all Fire/Police department activities.
- (7) Monitoring and acting upon Mutual Aid requests and automatic aid.
- (8) Providing the daily radio test as determined by the Operations Committee.
- (9) Notifying other Public Safety service agencies, utilities (gas, electric, telephone, etc.), upon request of the Participating Communities' Fire/Police Departments.
- (10) Monitoring and dispatching all Fire/Police alarms received for properties located in the Participating Communities; this applies to the testing of all Fire/Police alarms. All testing will be performed with the approval of the Participating Communities' Fire/Police Departments.
- (11) Staffing policies, daily operating procedures and administrative management of the MetroWest RECC shall be the responsibility of the Executive Director of the Regional Communication Center and/or that person's designee.
- (12) Coordinate all Emergency Responder Radio Coverage / Bi-Directional Amplifier testing with Participating Community's fire prevention division and the vendor

7. Governance

A Board of Directors (“Board of Directors”) shall be established for the District to oversee the construction or siting, administration, operation and financing of the center, and said Board shall have the powers, duties and liabilities of a regional 911 emergency communication district as set forth in G.L. c.6A, §§18P – 18V. Members of the Board of Directors shall serve without compensation.

- A. The Chief Executive Officer of Southborough, or their designee, and the Chief Administrative Officer, or their designee, of all other Participating Communities shall serve as each Town’s respective representative on the Board of Directors. The Participating Communities shall each have one (1) vote on the Board of Directors to act upon matters before the Board. Votes shall only be cast in accordance with Paragraph 7(I) below.
- B. A Finance Advisory Subcommittee comprised of the Chief Administrative Officer, or designee, and each Town’s chief financial officer as designated by said Chief Administrative Officer in each Participating Community, shall be formed for the purpose of formulating, approving and submitting an annual budget to the Board of Directors for review and approval. The Participating Communities shall each have two (2) votes, one per each member present, on the Finance Advisory Subcommittee.
- C. The Board of Directors shall provide and maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions. The Board of Directors shall issue quarterly and annual financial statements to all Participating Communities and to the Finance Advisory Subcommittee in accordance with G.L. c.6A §18T.
- D. An Operations Committee comprised of the Police Chief and Fire Chief, or their designees, from each Participating Community shall be established to provide general oversight of the performance of the District, including operational protocols and procedures.

The Police Chief and Fire Chief for each Participating Community shall also appoint an alternate representative to serve in their absence who shall have the authority to vote in their stead. The Participating Communities shall each have two (2) votes, one per each member present, on the Operations Committee to act upon matters before said Committee. Votes shall only be cast in accordance with Paragraph 7(I) below.

- E. The Board of Directors shall appoint an Executive Director and such other employees as it considers necessary to operate the District and shall establish the duties, compensation, benefits and other terms and conditions of employment of the Executive Director and any additional personnel. The Executive Director and such other employees shall be employees of the District.

The Executive Director shall report directly to the Board of Directors and shall be responsible for the day-to-day operation and maintenance of the District, subject to the specific authority retained herein by the Board of Directors. The Operations Committee shall recommend specific job qualifications, duties, and responsibilities for employees to the Board of Directors' consideration in approval of such duties, responsibilities, and qualifications.

- F. The Executive Director shall report no less than once per quarter to each Participating Community's Select Board concerning the District's operations.
- G. The Board of Directors shall have responsibility for all matters relating to the overall administration of the District, including approval of the annual operating and capital budgets, and all human resources matters. Notwithstanding the above, the Board of Directors may, by a majority vote of its members, delegate to the Operations Committee such administrative and operational matters as it may deem appropriate. The Board of Directors shall hire an independent auditor annually to audit the financial records of the District.
- H. The Operations Committee shall have responsibility for the effective and orderly operation of the District, including, without limitation, standardized operational protocols, procedures, and standards for levels of service, communications equipment and systems, maintenance, operations, protocols, policies and procedures, facilities, personnel, training, billing, and making budget recommendations to the Finance Advisory Subcommittee. The Operations Committee shall coordinate with each of the Participating Communities regarding all local protocols and standard operating procedures required to implement regional dispatch services for each of the Participating Communities, and shall ensure compliance with all applicable, local, state and federal protocol, rules, regulations, directives and laws.

Notwithstanding the above, the Operations Committee may, with notice to the Board of Directors and by a majority vote of all of the Operations Committee's members, delegate to the Executive Director such operational matters as it may deem appropriate, subject to the approval of the Board of Directors.

- I. Board of Directors/Committee Action All actions by either the Board of Directors, the Operations Committee, or the Finance Advisory Subcommittee shall require the presence of a quorum as defined herein and an affirmative vote of a simple majority of members present (except as is otherwise set forth herein, including future financial obligations and the hiring of the Executive Director). A quorum is defined as a super majority of voting members (3 of 3 members, 3 of 4 members, 4 of 5 members, etc.). A quorum of voting members must be present for a vote

of the Board of Directors to be valid and binding upon the Participating Communities. The Executive Director shall be a voting member of any such committee for purposes of a tie breaker vote, unless said vote relates directly to the position of the Executive Director, in which case the Executive Director may not participate and said vote shall be by supermajority.

- J. Designation of Officers. The Board of Directors, the Operations Committee, and Finance Advisory Subcommittee shall each have a Chair and a Vice Chair selected by vote of its membership. The Chair and Vice Chair of the Board of Directors, the Operations Committee and the Finance Advisory Subcommittee shall be rotated among the Participating Communities. The Chair and Vice Chair shall be from different communities. The person serving as Vice Chair shall serve as the Chair in the following year.

The Chair of the Board of Directors, the Chair of the Operations Committee and the Chair of the Finance Advisory Subcommittee shall be responsible for giving proper notification of their respective meetings (as required by applicable provisions of the Open Meeting Laws (G.L. c.30A, §§18-25), setting agendas and performing administrative activities. The Executive Director will be designated by the Board of Directors, Operations Committee and Finance Advisory Subcommittee to ensure proper meeting minutes are taken. The Chairs of the Board of Directors, Operations Committee, and the Finance Advisory Subcommittee or their designees shall notify all their respective members, and the Town Clerk of each of the Participating Communities of all meetings. In the event that the Chair is unable to fulfill these duties, the Vice Chair shall act as Chair for so long as the Chair is unable to do so.

- K. Board of Directors/Committee Meetings
The Board of Directors and the Operations Committee shall each conduct regular meetings, and shall hold at least two regular meetings each fiscal year. Each fiscal year, the Board of Directors, Operations Committee and Finance Advisory Subcommittee shall convene an Annual Meeting. The date and hour of any regular meeting shall be scheduled by order of the Chair of the Board of Directors and/or Operations Committee and/or the Finance Advisory Subcommittee. The Board of Directors, Operations Committee and Finance Advisory Subcommittee shall schedule additional individual meetings as may be deemed necessary.

The Board of Directors, Operations Committee and Finance Advisory Subcommittee may each adopt rules for conducting their respective meetings and other business, as they deem necessary and appropriate. In the absence of rules to the contrary, common law principles for the

operation of meetings shall govern. The failure, however, to comply with such rules shall not affect the validity of any action.

All meetings of the Board of Directors and Committees are subject to and shall comply with all applicable provisions of the Open Meeting Law (M.G.L. c.30A, §§18-25). The District is also subject to the Public Records Laws (G.L. c. 66) and applicable regulations, as they may be amended from time to time.

L. Provision of Services to Other Entities; Additional Members

The District may provide dispatch or other communication services to other public or private entities, which provide a critical public health or safety service and/or public agencies not a party to this Agreement, but only upon the written approval of and subject to such terms and conditions as the Board of Directors may establish. Such services may be evidenced by contract, inter-municipal agreement, or other form of written agreement and are subject to appropriation or payment of fees.

The District shall establish the amount of charge for the service being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational and maintenance costs expended in providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for future improvements, repairs, upgrades, or expansions.

Any municipality, which is not a party to this Agreement as of the Effective Date, may seek membership in the District. Admission of additional municipalities to the District shall be considered an amendment to the Agreement and is subject to an affirmative vote by a super majority of the Select Boards of the Participating Communities.

8. RECC Property and Equipment

- A. The District shall procure in its own name all equipment, systems, fixtures, goods, or other personal property, as it may deem necessary or appropriate from time to time. All equipment, systems, fixtures, goods, and materials within the facility will be supported and maintained through an annual operational budget. The MetroWest RECC District shall, in its own name, by purchase, written lease or written license, procure the facility in which the dispatch center will operate, as well as an area whereby a tower or other structure for the installation of antennae shall be constructed and/or rehabilitated. The terms and time of payment and assessment shall be established in an amendment to the Agreement. The term of a lease or license shall not exceed 25 years and may contain provisions for the extension of the lease or license for an additional term not to exceed 25 years at the option of the Board of Directors pursuant to M.G.L. c.6A

§18V. All equipment or materials used as part of the dispatch system will be owned as set forth herein.

- B. In the event any Participating Community and the Board of Directors determine that assets, including personal property, currently under the care, custody, management and control of any of the Participating Communities for their respective dispatch operations would be appropriate for installation and use in the MetroWest RECC, the Participating Community may sell, lease or donate such property for use in the MetroWest RECC, subject to the approval of the Board of Directors of the terms of the sale, lease and/or acceptance of the donated equipment. If the equipment is donated and the donating community withdraws or terminates its membership in the District, any such donated capital assets or equipment shall remain the property of the District, unless the remaining members of the Board of Directors by a majority vote authorize a return or partial return of such assets to the donating community. Leased equipment shall revert to the use of the lessor community or otherwise be disposed of pursuant to terms of the lease.

Upon termination or dissolution of the District, all equipment fixtures, goods, or other personal property installed or otherwise used at the MetroWest RECC (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises) and which has been procured by or on behalf of the District with funds provided by the Participating Communities shall remain the property of the District, excepting any provisions under an agreement for lease, grant, donation or sale, that include a reversion of such equipment to the entity that provided the same to the District. Upon the dissolution of the District, diligent efforts shall be made to sell the property of the District (excluding property purchased with grant funds) and the proceeds therefrom shall be equitably distributed to the then Participating Communities.

Any funds, equipment, property, or services procured or received by the Town of Westborough as the Procurement Agent/Applicant/Grantee shall be for the benefit of the District, and to the extent practicable, ownership of any funds, equipment, property or services procured or received shall be assigned or otherwise transferred to the District. The Town of Westborough shall act as the Procurement Agent until such time as one is hired by the District.

- C. The Operations Committee shall be responsible for recommending to the Board of Directors what communications equipment is necessary to operate and maintain the dispatch system. In carrying out its responsibilities, the Operations Committee shall be subject to the following standards:

- 1) MetroWest RECC is intended to provide consolidated regional public safety communications and dispatch services facility to the Participating Communities.
- 2) All dispatch facility components shall be compatible with each other.
- 3) The choice of dispatch facility components and the operation and maintenance of the system shall be based upon best fiscal practices and shall at all times provide professional and timely response for the emergency dispatch and communications services to the citizens of the District.
- 4) The Participating Communities acknowledge that system quality is subject to cost efficiency and budget constraints and that various sections of this Agreement impose requirements related to budget approval by the Board of Directors.
- 5) Each of the Participating Communities shall provide and maintain all necessary telephone circuits., All telecommunications costs, maintenance costs, and expenses for equipment located within the District shall be the responsibility of the MetroWest RECC District.

D. The MetroWest RECC District may engage in any other public service, public safety operation or support mission or role that is authorized by the Executive Director and the Board of Directors and funded through the annual budget approved by the Participating Communities or other funding sources.

9. Fiscal Year of the District

The fiscal year for the District shall be July 1st to and including June 30th of each year, except if the Effective Date of this Agreement is other than July 1st, in which case, the first fiscal year shall commence on the Effective Date and end the following June 30th.

10. Annual Budget

With the assistance of the Executive Director, the Operations Committee shall develop and recommend to the Finance Advisory Subcommittee an annual budget for the following fiscal year by October 15 of each year, with a copy of such budget to be sent to the Select Board of each Participating Community. The Finance Advisory Subcommittee shall recommend any amended annual budget to the Board of Directors on or before December 1st of each year, with a copy of such budget to be sent to the Select Board of each Participating Community. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for unanticipated operating and capital expenses, along with the proposed assessment to each Participating Community. The annual budget shall include: (1) the operating budget and (2) the capital budget. The budget shall include any planned or future capital expenses and the salaries and benefits for all persons employed by the District, which shall be subject to the budget approval process set forth herein. Upon approval

of the budget by the Board of Directors, the Board of Directors shall apportion the amount so determined among the Participating Communities under the terms of this Agreement. The amounts apportioned for each Participating Community shall be certified and transmitted by the District Treasurer to the Select Board, Board of Assessors and Treasurers of the Participating Communities not later than February 1, annually, and the amounts so certified shall be appropriated at the Spring Annual Town Meeting for each Participating Community and paid to the District Treasurer at the times specified in this Agreement. If any of the Participating Communities fails to include any apportioned amount so certified in its appropriations for the fiscal year, the Board of Assessors shall raise the amount in the tax levy for that year under G.L. c.59, §23 in accordance with G.L. c.6A, §18S.

The useful life of equipment and other assets shall be considered when formulating the annual budget. Any unspent portion of a reserve budget shall be carried forward to the next fiscal year in addition to the reserve allocation for each such fiscal year.

The total budget, upon which the assessment for each of the Participating Communities is based, may be reduced by revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the District.

In the event that emergency expenditures are required to maintain system integrity in excess of the amount budgeted, the District is authorized to incur the same amount, first from the reserve fund and second from any other available funds. Any debt incurred by the District shall not be subject to the limit of indebtedness prescribed in Section 10, Chapter 44 pursuant to G.L. c.6A §18U. "The District may incur debt for the purposes and in accordance with the procedures set forth in G.L. c.6A, §18R.

11. Allocation of Costs of Dispatch Facility

The Board of Directors shall annually determine the necessary amounts to maintain and operate the District and the amounts required to pay any debt and interest incurred by the District, as aforesaid. Each Participating Community shall be charged according to an equal ratio based upon population (50%) and 911 calls (50%) received. The ratio shall be determined based on the prior year's population and call volume for each Participating Community. Each Participating Community agrees to assume a proportional share of all costs and expenses for equipment, facilities, (including maintenance thereof), personnel and operations of the District and to promptly remit payment upon proper request in the manner set forth herein. The amounts apportioned, appropriated and assessed are due and payable each year without further notice as follows:

- July 1st: 25% of total assessment
- October 1st: 25% of total assessment
- January 1st: 25% of total assessment
- April 1st: 25% of total assessment

12. Appointment of Secretary and Treasurer; Revolving Fund.

- A. The Board of Directors shall appoint a Secretary and Treasurer (who may be the same person), who may be a treasurer of one of the Participating Communities in the District. The Treasurer, subject to the direction and approval of the Board of Directors, shall be authorized to receive, invest, and disburse all funds of the District without further appropriation. The Treasurer shall give bond for the faithful performance of that person's duties in a form and amount as fixed by the Board of Directors. The Treasurer shall be entitled to charge the District reasonable fees and collect that person's reasonable expenses for services, as approved by the Board of Directors. The Treasurer shall also be subject to Sections 35, 52 and 109A of Chapter 41 of the Massachusetts General Laws.

- B. In order to finance the operation and administration of the District, there shall be established and maintained a segregated revolving fund account (the "Revolving Fund") for funds received from sources other than appropriation by the Participating Communities, and such other accounts, as may be appropriate. The District shall have its own taxpayer identification number. All payments received by the District and all expenses paid by the District shall be deposited into or paid from the Revolving Fund.

- C. The Treasurer shall maintain accurate and comprehensive records, on the basis of generally accepted accounting principles consistently applied, of all funds deposited into and paid from the Revolving Fund and other accounts, as well as records of all services procured, costs incurred, liabilities and reimbursements.

- D. Financial statements shall be issued to all Participating Communities quarterly and annually. These statements shall also be provided to the Finance Advisory Subcommittee. There shall be an audit of the books and records of the District performed by an independent third-party certified public accountant following the end of each fiscal year. Copies of the audit shall be provided to the Chairs of the Select Boards for each Participating Community, the Finance Advisory Subcommittee, the State Auditor, the State 911 Department and the Division of Local Services of the Executive Office for Administration and Finance ("A&F"). In addition, the Board of Directors shall have the right to audit or otherwise examine the books and records of the District to verify the accuracy of the financial statements. The costs of performing any audit shall be an expense of the District. The Board of Directors shall be entitled to request and receive copies of the information described above upon reasonable notice.

- E. For the initial term of this Agreement, the Treasurer of the District shall ensure that the accounting system for the District includes the following:

- General ledger;
- Accounts payable-invoice processing and payments as directed by the Executive Director;
- Accounts receivable-invoice and cash receipt processing as directed by the
- Executive Director;
- Payroll processing and associated human resources services;
- Bank account maintenance and reconciliations;
- Billing the District for administrative support provided by the designated Treasurer's Participating Community;
- Financial statement preparation, as required;
- Audit preparation, as required;
- Preparation of year-end 1099 s and W-2s; and
- Grant management and administration functions, as required and appropriate.

For all subsequent terms of this Agreement, the Treasurer shall provide the Board of Directors with a list of the services the Treasurer's office will provide to the District and the rates charged. Such services and rates shall be approved in advance by the Board of Directors.

13. Reconciliation of Revolving Fund Account

Not less frequently than annually, the Executive Director shall reconcile cumulative payments made by the Participating Communities into the Revolving Fund against cumulative amounts owed. Participating Communities shall be credited for over payments or billed for shortfalls, as appropriate. Positive balances will be carried over to the following fiscal year.

14. Procurement

All goods and services procured by the District shall be procured pursuant to applicable procurement laws, rules, and regulations.

15. Termination or Withdrawal

- A. A Participating Community may, by majority vote of its Select Board, elect to withdraw and terminate its membership in the District by providing written notice to the Board of Directors and each Participating Community not less than six (6) months prior to the end of the then current fiscal year. Termination of membership shall be effective thirty (30) days following the payment of all obligations incurred but no sooner than the end of the current fiscal year. In the event a Town chooses to withdraw from the Agreement prior to the end of a Term, the withdrawing Town shall pay to the District an amount not to exceed that Town's annual assessment to compensate the District for any damages as a result of said withdrawal. The Participating Communities hereto recognize and acknowledge the District is unique and the damages are difficult to calculate, and further that the

dispatch system is configured and expenditures are committed based upon the understanding that all Participating Municipalities will remain members of the District at least until the end of the current term. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including without limitation, any fees, costs, or expenses attributable to this Agreement.

Following receipt of notice of termination, the remaining Participating Communities shall address the impacts caused by termination by either encouraging other parties to join the District or by reducing expenses of the District, but until any mitigation actually occurs, the terminated party shall remain liable for its assessment in full until the end of the current fiscal year. The type of activities to be taken in mitigation shall be determined at the sole discretion of the remaining Participating Communities. In the event that the District shall be comprised of fewer than two communities, the District shall be dissolved pursuant to applicable law.

- B. If any Participating Community defaults on payment of any assessment or otherwise breaches this Agreement, such Participating Community shall be notified in writing stating therein the nature of the alleged default or breach and directing such Participating Community to cure such default or breach within thirty (30) days. If the Participating Community in default or breach fails to cure said default or breach within sixty (60) days, that Participating Community shall be subject to termination as a party to this Agreement upon the vote of a super-majority of the Board of Directors representing those communities not in default. The Participating Community in default or breach shall not be entitled to vote on its own termination or be counted to calculate the quorum or in determining the vote. The terminated Town shall remain liable for any defaulted payment and late charges accruing through the end of the current fiscal year.

16. District Personnel

The Executive Director and all other District personnel shall be employees of the District. The District shall employ supervisory and operations staff, as approved in each annual budget. Salaries and benefits of all such personnel shall be approved by the Board of Directors. The District may also retain its own counsel.

Preference in hiring shall be extended to those persons previously employed by the 911 dispatch centers in any of the Participating Communities such that preference shall be given to such a qualified prior employee over other qualified applicants. The aggregate staffing level of the District and RECC may be set at a number of employees that is no more than cumulative total of those persons employed by the Participating Communities existing 911 dispatch centers as of the Effective Date of this Agreement. The Participating Communities shall use best efforts and will work cooperatively to

assist each other in placement services for current public safety employees who may not become employees of the District.

For purposes of implementing the provisions of this paragraph 16, each Participating Community shall prepare a complete roster of all such public safety employees and identify, with respect to each employee, whether the employee is full or part time.

17. District Personnel Retirement Plans

Eligible employees of the District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established under Chapter 32 of the Massachusetts General Laws. The District's employees' retirement plans shall be administered by the Worcester Regional Retirement System.

18. Severability, Compliance with Applicable Law

Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts terms, portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Participating Communities further intend for this Agreement to be modified to comply with any applicable local, state, or federal law, should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Participating Communities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Participating Communities will remain bound hereunder subject to such modified terms.

19. Release

To the extent permitted by law, each of the Participating Communities shall release and hold harmless each other and their successors and assigns, and all of their officers, directors, lenders, agents, contractors, volunteers, and employees (collectively the "Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of their employees, agents, volunteers, or representatives in the performance of the terms of this Agreement.

By entering into this Agreement, none of the Participating Communities has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the Participating Communities which have executed it, and each state that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for

public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

20. Performance Bond

In accordance with the provisions of G.L. c.40, §4A, the District shall provide a nominal bond in the amount of one dollar (\$1.00) for the performance of its duties and obligations under this Agreement.

GENERAL PROVISIONS

21. This Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the Towns on any other subject or between the Towns and any other third party or parties, including without limitation, “mutual aid” agreements.

22. None of the Participating Communities hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g., riot or institutional disturbance, natural or man-made disaster).

23. Notices

All correspondence or other notice related to this Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community. Each Participating Community hereto authorizes the others to rely in connection with their respective rights and obligations under this Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

24. Amendments

Amendments to this Agreement shall require that a super majority of the Participating Communities have a majority vote of each Select Board of the Participating Communities. All amendments shall be in writing and shall be executed by the Chief Administrative Officer of each Participating Community. The addition of any other community as a participating member of the District shall require an amendment to the Agreement.

25. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

26. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of each party and its successors and permitted assigns.

27. Governing Law

This Agreement has been executed and delivered in, and shall be 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.

28. Choice of Forum

Any legal proceeding brought by an employee of the District or any party hereto may be brought in a court with proper jurisdiction in Worcester County.

29. Relationship of Parties

None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture partnership or employer-employee.

30. Waiver

No delay or failure to require performance of any provisions of this Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing.

31. Entire Agreement

This Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

IN WITNESS WHEREOF, the Towns have hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on the set forth below.

TOWN OF GRAFTON

TOWN OF SOUTHBOROUGH

Date

Date

TOWN OF WESTBOROUGH

Date