



CITY OF AMESBURY
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AMESBURY CITY CLERK

SPONSORED BY:

C. Kenneth Gray, Mayor

BILL No. 2019-024

An Order to authorize the Mayor to enter into an inter-municipal agreement with the Commonwealth of Massachusetts State 911 Department, the Town of Essex, the Town of Wenham, the Town of Topsfield, and the Town of Middleton for the joint provision of public safety communications, dispatch, and operations services.

Summary: This order will authorize the Mayor to enter into an inter-municipal agreement with the Commonwealth of Massachusetts State 911 Department, the Town of Essex, the Town of Wenham, the Town of Topsfield, and the Town of Middleton for the joint provision of public safety communications, dispatch, and operations services. The term of the agreement is not to exceed ten (10) years.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:

That the City Council of the City of Amesbury hereby authorizes the Mayor, on behalf of the City, to enter into an inter-municipal agreement with the Commonwealth of Massachusetts State 911 Department, the Town of Essex, the Town of Wenham, the Town of Topsfield, and the Town of Middleton, pursuant to M.G.L. c. 40, § 4A, for the joint provision of public safety communications, dispatch, and operations services.

INTERMUNICIPAL AGREEMENT
FOR THE JOINT PROVISION OF PUBLIC SAFETY
COMMUNICATIONS, DISPATCH AND OPERATIONS
SERVICES

THIS AGREEMENT is entered into by and between the Commonwealth of Massachusetts State 911 Department (or "State 911 Department") and those cities and towns, acting by and through their Mayor, Town Managers or Administrators, or Board of Selectmen, as applicable, which execute this agreement (hereinafter referred to singularly as the "Member" or collectively as the "Members"), as follows:

WHEREAS, the State 911 Department and the Members agree to continue with a regional emergency communications center ("RECC") under the supervision and control of the State 911 Department to render 911 answering and emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

WHEREAS, the State 911 Department 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 State 911 Department and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on July 1, 2019. This Agreement shall continue in effect for a period of ten (10) years from such date, or until July 1, 2029. Such period may be extended for an additional term as agreed upon by the State 911 Department and some or all of the Members. Upon the July 1, 2019 effective date, this Agreement shall supersede the agreement between the Essex County Sheriff and the Members for 911 services.

2. ORGANIZATIONAL STRUCTURE

Up until the effective date of this Agreement, the 911 center in

Middleton, located in a building on the property of the Essex County Sheriff, consisted of the Essex Regional Emergency Communications Center ("Essex RECC") and Essex Wireless 911 Center, both under the supervision and control of the Essex County Sheriff. Upon the effective date of this Agreement and thereafter, the entire facility shall be known as the North Shore Regional 911 Center, which will consist of the North Shore Regional Emergency Communications Center ("North Shore RECC") and the North Shore Wireless 911 Center, both under the supervision and control of the State 911 Department.

The employees of the North Shore Regional 911 Center shall be State 911 Department employees. The State 911 Department shall have the sole responsibility and authority to oversee, direct, manage, and supervise the operations of the North Shore Regional 911 Center, and to hire, set the compensation for, supervise, discipline and terminate all North Shore Regional 911 Center personnel. The State 911 Department will consult with the Executive Advisory Board before hiring the Director of the North Shore Regional 911 Center. Within the State 911 Department organization, the employees of the North Shore Regional 911 Center will be in a division known as "State 911 Department PSAP Operations Division-North Shore".

3. APPLICABILITY

This Agreement shall apply only to the administration and operation of the North Shore RECC.

4. FINANCIAL RESPONSIBILITY

Upon the effective date of this Agreement, those Members of the Essex RECC who have executed this Agreement shall become Members of the North Shore RECC. Such Members shall bear no financial responsibility to support the administration and operation of the North Shore RECC, including new equipment purchases and future capital improvements and related

maintenance, and facility maintenance and operation, during the term of this Agreement. All new equipment and future capital improvements purchased with State 911 Department funds for the administration and operation of the North Shore RECC shall be owned by the State 911 Department.

The Essex County Sheriff shall furnish and transfer to the State 911 Department, in accordance with the Commonwealth's surplus property program requirements, all equipment, consoles, monitors, headsets, printer(s), fax machines, and other equipment paid for with State 911 Department grant funds and previously used by the Essex RECC to provide 911 services. The State 911 Department shall be responsible for the maintenance of equipment furnished for its use and transferred to it by the Essex County Sheriff.

5. ADVISORY BOARDS

Four (4) Advisory Boards shall advise the State 911 Department on matters pertaining to the administration and operation of the North Shore RECC. The Executive Advisory Board shall have decision-making authority regarding the issues outlined in Section 5F, below.

A. The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall elect a Chair.

B. The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall elect a Chair.

C. The Police and Fire Advisory Boards shall each meet at least semi-annually, but more frequently as necessary, and each shall advise the State 911 Department on operating policies and procedures for the operation of the North

Shore RECC. Such Advisory Boards also shall meet together, as necessary.

D. The Administrative Advisory Board shall be comprised of either the Mayor, Town Manager, or Town Administrator of each Member community. The Board shall elect a Chair. The Board shall meet at least semi-annually, but more frequently as necessary, and shall advise the State 911 Department on the budget and operation the North Shore RECC.

E. The Executive Advisory Board shall be comprised of the Chair of Administrative Advisory Board, three (3) at large Members from the Administrative Advisory Board, the Chair of the Police Advisory Board, one (1) at large Member from the Police Advisory Board, the Chair of the Fire Advisory Board, and one (1) at large Member from the Fire Advisory Board. The Executive Advisory Board shall elect a Chair. The Executive Advisory Board shall meet quarterly, but more frequently as may be necessary, to advise the State 911 Department on the administration, budget, and operation of the North Shore RECC, including admittance of new members to the North Shore RECC.

F. The Executive Advisory Board shall have the authority to:

1. Approve the annual operating and staffing plans of the North Shore RECC and changes thereto, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

2. Approve the details of the transition to a shared radio frequency system, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.
3. Approve operating policies and procedures that govern the operations of the North Shore RECC, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

G. The Director of the North Shore RECC, Deputy Director of the North Shore RECC, and/or other representatives of the State 911 Department shall be in attendance at all Advisory Board meetings. The State 911 Department reserves the right to review all decisions of the Executive Advisory Board to ensure consistency with the State 911 Department's operational and budgetary objectives, and may make revisions or adjustments to those decisions consistent with those objectives, as necessary. In addition, the State 911 Department shall decide matters before the Executive Advisory Board that resulted in a tie vote.

H. All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum of each Board shall be required to convene all meetings. A quorum of each Board shall consist of at least fifty (50) percent of its Member representatives. Any motion offered for action by each Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action.

I. Member representatives that are not elected officials shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

6. NORTH SHORE RECC SERVICES

The North Shore RECC shall provide core services for Members as listed on Attachment A. To improve efficiencies and situational awareness and reduce errors, monitoring shared Member radio frequencies is listed as a core service on Attachment A. The North Shore RECC shall transition to a shared radio frequency system within four (4) years after the effective date of this Agreement, unless otherwise extended as necessary. The details of such transition shall be developed and approved by the Executive Advisory Board, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

7. RECORDS AND REPORTS

The State 911 Department shall ensure the creation and maintenance of all records and reports, including an annual report, pertinent to the business of the North Shore RECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

8. ADMISSION OF ADDITIONAL MEMBERS

The State 911 Department, after consultation with the Executive Advisory Board, shall determine, in its sole discretion, whether to admit additional Members to the North Shore RECC, and the terms and conditions of such admittance.

9. WITHDRAWAL

There shall be two (2) withdraw options, as set forth below in Sections 9A and 9B. Each option is independent of each other. Both

options may be invoked by a Member separately within the applicable timeframes.

A. Any Member may withdraw from this Agreement after two (2) years following the date of the Agreement (July 1, 2021 withdraw date) by providing at least one (1) year written notice of withdraw to the State 911 Department and other Members by July 1, 2020. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2021, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

B. Any Member may withdraw from this Agreement after five (5) years following the date of the Agreement (July 1, 2024 withdraw date) by providing at least two (2) years written notice of withdraw to the State 911 Department and other Members by July 1, 2022. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case,

or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2024, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

10. FISCAL YEAR

The fiscal year of the RECC shall begin on July 1st and end on the following June 30th.

11. AMMENDMENT OF AGREEMENT

The Members may propose amendments to this Agreement by approval by two thirds (2/3) vote of the Executive Advisory Board. Any such amendments are subject to the review and approval of the State 911 Department.

12. DISSOLUTION

This Agreement shall dissolve upon the expiration of its term, unless otherwise extended for an additional term as agreed upon by the State 911 Department and some or all of the Members.

13. 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.

14. 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.

15. 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. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral. This Agreement shall not be modified or amended except by a written document executed by the parties hereto.

THIS AGREEMENT is made by and between the State 911 Department and the Members Signatory hereto, each duly authorized.

For the Massachusetts State 911 Department:

X Frank Pozniak

Name: Frank Pozniak

Title: Executive Director

Date: 3/25/19

For the City of Amesbury:

X _____

Name: Kenneth Gray

Title: Mayor, City of Amesbury

Date: _____

For the Town of Essex:

X _____

Name: Lisa J. O'Donnell

Title: Chairman, Essex Board of Selectman

Date: _____

For the Town of Middleton:

X _____

Name: Andrew J. Sheehan

Title: Town Administrator, Town of Middleton

Date: _____

For the Town of Topsfield:

X _____

Name: Mark B. Lyons

Title: Chairman, Topsfield Board of Selectman

Date: _____

For the Town of Wenham:

X _____

Name: Catherine Harrison

Title: Chairman, Wenham Board of Selectman

Date: _____

Attachment A

Core Services for Members

1. 911 Public Safety Answering Point (PSAP):
 - Answer Emergency 911 calls
 - Answer business lines on emergency basis
 - Monitor Member shared radio frequencies
 - Monitor Mutual Aid Radio frequencies (BAPER, CMED, MEMA, Fire District Control Point for situational awareness purposes)
 - Dispatch Police Fire and Ambulance resources for member communities including mutual aid and dispatch
 - Emergency notifications to utility companies, DPW, animal control, etc.
2. CJIS/Criminal record inquiries/Arrest packets for **active calls for service**
3. Incident involvements for active incidents **IF** CAD allows backfill
4. Detail requests -- forwarding name/number to single POC
5. Enter calls for service entries
6. Entering NCIC Warrants, Missing Persons, etc.
7. CAD Administrator
8. CAD Statistics
9. Automatic text/email Fire pages
10. Notifying DPW after hours -- Single POC
11. Notifying ACO 24/7-one notification (page/call)
12. Requesting Tow Company
13. Monitor IAMRESPONDING
14. Lobby Interactions
15. Monitoring Fire Alarms for Middleton and Wenham
16. Emergency Notifications Systems