

**CONTRACT FOR
EMERGENCY DISPATCH SERVICES BETWEEN
THE TOWN OF DERRY and THE TOWN OF AUBURN**

WHEREAS, a geographic and economic similarity exists between the two towns to maintain Fire / Emergency Medical Dispatch Services; and

WHEREAS, the Town of Derry / Derry Fire Department desires to provide Fire / Emergency Medical Dispatch Services; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statute Annotated permits towns to enter into agreements to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.

THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the Town of Derry and the Town of Auburn hereby agree to join together in fulfilling their responsibilities imposed by law for providing Fire / Emergency Medical Dispatch Services to their constituencies and citizens and to exercise all powers available to them for acquiring, constructing, financing, managing, and operating a Fire / Emergency Medical Dispatch Center for their needs in accordance with the articles set out below, effective on the date signed by the Town Administrator and the Fire Chief of the Town of Derry, Derry Municipal Center, 14 Manning Street, Derry, New Hampshire, both duly authorized by a vote of the Derry Town Council, and also duly authorized by the Board of Selectmen, 47 Chester Road, Auburn, NH 03032, and the Town of Auburn's Fire Chief, 55 Eaton Hill Rd., Auburn NH, 03032.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE CONTRACT

- 1.1 The contract consists of this executed document, all relevant portions of the Town of Derry Charter and its ordinances, and all documents listed below, if any, attached hereto, and made a part hereof, collectively constituting the entire integrated Contract between the Town of Derry/Derry Fire Department and Town of Auburn

and supersedes all prior negotiations, representations, understandings, or contracts, either written or oral. The contract shall not be modified or amended except upon a written instrument executed by both parties and as approved pursuant to RSA 53-A by the Attorney General.

1.2 This contract is fully integrated and is to be construed without reference to other documents, correspondence between the parties, circumstances, or practices, with the exception of those documents cited and incorporated by reference. This executed document shall take control and take precedence over all terms, conditions and provisions set forth in said attachments and exhibits, if any.

1.3 This Agreement shall become effective upon signing, approval by the Attorney General, and filing with the clerks of the Town of Derry and Town of Auburn, and with the Secretary of State for the State of New Hampshire, and shall continue in effect unless and until either party provides written notice to the other, in cases not involving a breach of the contract, at least 365 calendar days in advance of the date of termination.

2. SCOPE OF SERVICES

2.1 The Derry Fire Department shall provide Fire/EMS communication services in full and complete accordance with the terms and provisions of this Contract. The Derry Fire Department shall apply all necessary due diligence and control to ensure that the work is provided as per State guidelines and professional methods.

2.2 The Town of Derry agrees to furnish full-time, twenty-four hour Emergency Dispatch Services (Fire/EMS) to the Town of Auburn, New Hampshire, throughout the course of the contractually agreed upon time frames.

2.3 The Derry Fire Department shall utilize the dispatch and radio equipment presently in place at the Derry Fire Dispatch Center and other equipment as may be needed associated with that Dispatch Center, which is owned by the Town of Derry / Derry Fire Department. As this equipment needs to be replaced or use necessitates additional

equipment, costs shall be the responsibility of the Town of Derry / Derry Fire Department.

2.4 In accordance with Agreement on Tower License Fees, Costs, and Maintenance between the Towns of Chester, Derry, and Auburn dated November 19, 2018, the Town of Derry/Derry Fire Department shall purchase, install, and maintain the new equipment on the SBA Towers II, LLC tower located at 132 Derry Road, Chester, NH.

2.5 The Derry Fire Department shall provide at least one (1) trained Fire / EMS dispatcher for the reception of and transmittal of all emergency calls on a continuous basis. The Derry Fire Alarm / Communications Center shall provide contingency services and planning in the event that there is a disruption of services at the Derry Fire Alarm / Communications Center, in order to ensure that there will be no interruption in continuous service.

2.6 The Derry Fire Department maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Derry Fire Alarm / Communications Center. The Town of Auburn, through the Auburn Fire Chief, shall address all personnel concerns to the Chief of the Derry Fire Department (and/or his designee).

2.7 The Town of Auburn shall notify and supply to the Derry Fire Department all updates of new roads, town maps, subdivisions, developments and the like. The Derry Fire Department shall then update its Red NMX CAD Software (or comparable system as then used by the Department) in order to maintain all directories, maps, alarm response plans, personnel rosters, and town information supplied from the Town of Auburn, to effectively provide dispatching services.

2.9 The Derry Fire Department will purchase, administer, and maintain an "Emergency Responder Reply System (ERRS). The system will be IAMRESPONDING or a commercially available similar system.

2.10 The Derry Fire Department will provide (if requested) a minimum of eight (8) hours of Communications oriented training per year, such as but not be limited to Use of Motorola Portables, Mobiles (State Grant Radios), Fire Service Radio Communications, NIMS/ICS, or Mayday Training.

2.11 The Derry Fire Department will provide (if requested) a minimum of eight (8) hours of radio / pager programming per year. If the State of New Hampshire purchases new radio through grants as has been done in the past, the Derry Fire Department will have 180 days to attempt to purchase necessary cables, software, and equipment to allow for programming of the new radios. Currently the included radios / pagers included for programming within this contract are:

- Motorola Minitor V
- Motorola Family Portable Radios
- Motorola Family Mobile Radio (Single Head/Dual Head)

3. COMPENSATION

3.1 The maximum annual value of this contract is specified below per year of the agreement. The Town of Derry / Derry Fire Department shall invoice the Town of Auburn the said contract value in two separate invoices. The first invoice will be for the time period from July 1 through December 31, and the second invoice will be for the time period from January 1 through June 30. The first invoice will be sent to the Town of Auburn on or before June 30th for 50% assigned annual payment; the second invoice will be sent to the Town of Auburn on or before December 30th for the remaining 50% assigned annual payment.

TERM	ANNUAL PAYMENT
YEAR 1 (JULY 1, 2020 - JUNE 30, 2021)	\$51,888
YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)	\$52,926
YEAR 3 (JULY 1, 2022 - JUNE 30, 2023)	\$54,514
YEAR 4 (JULY 1, 2023 - JUNE 30, 2024)	\$56,149
YEAR 5 (JULY 1, 2024 - JUNE 30, 2025)	\$57,833

Both parties may have a desire for a 5-year extension to this contract.

If the Town of Derry increases and maintains staffing levels at two (2) trained Fire / EMS dispatchers for the reception and transmittal of all emergency calls at all times, then an additional annual fee, based upon the Town of Auburn's prorated share of the cost by population and dispatches would be due:

TOWN	ANNUAL PAYMENT
Auburn	.25 of 50% of projected new hire expense (not to exceed \$15,000)

3.2 The Town of Derry Fire Department shall invoice the Town of Auburn at least thirty

(30) days prior to the payment due date, provided that this Agreement is not cancelled as herein specifically permitted during its term. In the event of such cancellation, payment due shall be prorated to the date of termination and no further payments shall be due any period after the date of termination.

3.3 All payments shall be sent to:

Town of Derry
Tax Collector
PO Box 405
Derry, New Hampshire 03038-0405

3.4 All other correspondence and notices shall be sent to:

Fire Chief
Derry Fire Department
14 Manning Street
Derry, New Hampshire 03038

3.5 The Town of Auburn agrees to bear any and all costs associated with start-up costs, telephone line(s), telephone service(s), and any trunk termination charges borne from providing dispatch services to the Town of Auburn. Any new equipment, materials and / or services shall be compatible with existing Derry Fire Alarm / Communications Center equipment. All costs associated with those changes shall be the responsibility of the Town of Auburn. Any equipment supplied to the Derry Fire Alarm / Communications Center for use in dispatching the Town of Auburn shall remain the property of the Town of Auburn.

4. **BOOKS AND RECORDS**

4.1 The Derry Fire Department will maintain or cause to be maintained all records, books, or other documents relative to all changes or any other matter involving its performance of the Contract or demand for compensation from the Town of Auburn for a period not less than three years from the date of final payment for equipment and services performed under this contract.

5. **INSURANCE**

5.1 Each party shall secure and maintain Liability Coverage, for the duration of this Contract.

5.2 Each party shall provide the other with Certificates of Coverage showing Proof of Coverage for Public Entity Liability and Automobile Liability.

5.3 Each party shall maintain the workers compensation insurance required under New Hampshire law.

6. MISCELLANEOUS AND LIMITATIONS

6.1 The Derry Fire Department shall not subcontract any portion of its services under this contract without the express prior written consent of the Town of Auburn.

6.2 Both Towns agree to form a Dispatch Committee comprised of the Fire Chief of the Derry Fire Department or his agent, and the Fire Chief of the Auburn Fire Department or his agent. The Committee shall have the responsibility of recommending to the Fire Chief of the Derry Fire Department, dispatch methods, procedures, information, records, and equipment necessary for providing the dispatch services covered under this Agreement. The Committee shall meet at least semi-annually at a mutually agreeable time, and from time to time as necessary.

7. CONTRACT TERMS

7.1 The Town of Derry has the right to open negotiations on adjusting the annual fee annually. The Town of Derry must notify the Town of Auburn, in writing, no later than September 1, of each year, if it wishes to exercise this right. The fee may be adjusted due to increases or decreases in the Town of Auburn's population or numbers of dispatches. The annual fee is subject to approval of both the Town of Auburn and the Town of Derry, but must be approved no later than September 30. If neither or both of the Towns fail to reach an agreement by that date then the agreement is terminated as of July 1 of the following year, without further action of either party.

7.2 Auburn reserves the right to terminate this agreement for material breach of the conditions contained in the agreement, after sending written notice to the Town of Derry. The termination shall be 120 calendar days after the date upon notifying the Town of Derry in writing. For the purposes of this provision, all terms hereof are deemed to be material. Once notified, the Town of Derry shall have fifteen (15) calendar days to commence to cure such material breach. If the Town of Derry has not commenced to cure such material breach within fifteen (15) calendar days, Auburn may, upon sending a second written notice, terminate this agreement, and the fee due to Derry shall be prorated to the date of the written notice of the material breach.

7.3 Derry reserves the right to terminate this agreement, after sending written notice to Auburn, for any breach of the terms of the contract by Auburn, or for the sole convenience of Derry. The termination shall be 365 calendar days from Auburn's receipt of the notice and Derry's notice to terminate shall not be deemed by Auburn to be a material breach of this agreement. For as long as neither party is in breach of any material term of the contract, then termination requires 365 days notice by either party. If the contract is terminated for a breach and the reason for the breach is something other than for non-payment of contractually obligated payments, then Derry shall reimburse Auburn for any prepaid payments that Auburn has paid to Derry.

7.4 The parties shall have the right to renew this agreement for such additional periods and upon such additional terms as they may agree. Negotiations for such renewal shall begin as early as possible in the last year of this agreement, but no later than April 1.

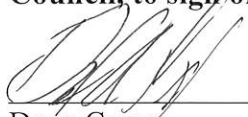
8. GOVERNING LAWS

8.1 This contract, including any supplements hereto shall be governed and construed as a New Hampshire contract under the laws of the State of New Hampshire and shall be subject solely to the jurisdiction of courts located within the State of New Hampshire, and specific venue shall be in the Rockingham County Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

DERRY TOWN ADMINISTRATOR, duly authorized, by vote of the Derry Town

Council, to sign on behalf of Derry:



Dave Caron

Derry Town Administrator

6/3/20
Date



Witness

FIRE CHIEF, duly authorized to sign on behalf of Derry:



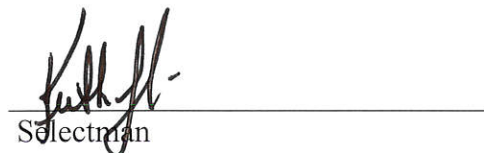
Michael J. Gagnon
Fire Chief

6/3/2020
Date



Witness

SELECTMAN TOWN of AUBURN: duly authorized to sign on behalf of Auburn:



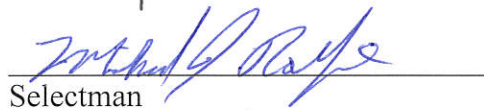
Selectman

Date: 6/8/2020



Selectman

Date: 6/9/2020

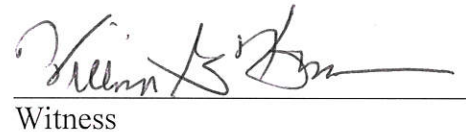


Selectman

Date: 6/8/20



Witness



Witness



Witness

FIRE CHIEF, duly authorized to sign on behalf of Auburn:



Fire Chief

Date: 6-5-20



Witness

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



July 2, 2020

Michael J. Gagnon
Fire Chief/EMD, Derry Fire Department
14 Manning Street
Derry, New Hampshire 03038

Re: Towns of Derry and Auburn Agreement for Emergency Dispatch Services

Dear Chief Gagnon:

Please be advised that pursuant to RSA 53-A:3, V, this Office hereby approves the submitted Intermunicipal Agreement pertaining to the provision of emergency dispatch services to the Town of Auburn by the Town of Derry.

Please feel free to contact me should you have any questions.

Sincerely,

Nicholas A. Chong Yen
Assistant Attorney General
Election Law Unit
(603) 271-3650
nicholas.chongyen@doj.nh.gov