

INTERMUNICIPAL AGREEMENT FOR THE PROVISION  
OF COMMUNICATIONS

AGREEMENT made and entered into among and between the Towns of Milford, Mont Vernon and Wilton, (hereinafter referred to as “Member Towns”);

WHEREAS, the Milford Area Communications Center currently possesses and operates a communication facility in the Town Hall of Milford which provides communications dispatch services for the delivery of fire protection services, police services, rescue and ambulance services, public works and highway department services; and

WHEREAS, currently, the Towns of Milford, Mont Vernon and Wilton, avail themselves of communications dispatch services provided by the Milford Area Communications Center by a succession of Inter-municipal Agreements that are due to expire December 31, 2013; and

WHEREAS, the member towns referred to above are desirous of continuing the Inter-municipal Agreement whereby the facilities referred to above would be utilized to make available full-time police, fire, rescue, ambulance, and public works and highway department dispatch services to the Towns of Milford, Mont Vernon and Wilton; and

WHEREAS it is the desire of the member towns to enter into a revised Inter-municipal Agreement, whereby said member towns would, through their appropriately appointed representatives, continue to operate the communications facilities referred to above, according to the terms and conditions thereof, and to provide, among other things, in the within Agreement for the acquisition, capitalization, maintenance, and payment of the costs of operating the facilities identified;

NOW THEREFORE, in consideration of the covenants contained herein, the Towns of



Milford, Mont Vernon, and Wilton, do hereby agree as follows, subject to and pursuant to the authority granted them under Chapter 53-A of the New Hampshire Revised Statutes, Annotated:

1. NAME

The name of this organization shall be the Milford Area Communication Center, previously known as the Milford Area Communications Facility Board.

2. DURATION

The duration of this agreement shall be for a period of five (5) years beginning on January 1, 2014 and ending on December 31, 2018. The member towns may renew this agreement for a term of an additional 5 year period in the following manner: either a favorable vote of the legislative body of each and every town, or the favorable vote of the governing body of each and every town provided legislative body has authorized the governing body to so vote. The member towns may renew this agreement, unless the Milford Area Communications Board of Governors should give to the member Towns written notice of intent not to renew said services at least twelve months prior to the date of expiration or unless terminated sooner by mutual consent and agreement of the members, or unless at any time contractual performance by any of the parties would cause said party to be in violation of any state or federal law in which event the Agreement shall be terminated unless the violation is capable of being corrected.

3. PURPOSE

The purpose of the within Agreement is the delivery of communications and central emergency answering service as well as information dispatch to the member towns and member departments to the extent that they subscribe hereto and including monitoring of alarm systems serving the area, where and when appropriate. The fundamental goal and aim of this Agreement is

to provide for the efficient and effective delivery of communication services to all of the members named above in a cost effective fashion in order that the level of service for the cost created would be more advantageous than would normally be the case if each of the individual member towns were required to provide said service on their own.

4. ORGANIZATION. COMPOSITION AND NATURE OF ADMINISTRATIVE ENTITY CREATED

The member towns agree that upon the execution of the within Agreement the member Towns shall cause to be formed a governing board known as the MILFORD AREA COMMUNICATIONS Board of Governors (hereinafter Governing Board) which shall be constituted and operate in a fashion in accordance with the following:

A. Composition

The Governing Board shall consist of one member from each of the member towns, who shall be either a resident or employee of said member town; provided, however, that there shall not be more than two (2) residents of the same town on the board at any given time. Such member shall be chosen and qualified by the Board of Selectmen for each of the member towns for a one (1) year term to coincide with a calendar year.

B. Voting

The Milford representative on the Governing Board shall be entitled to two votes on any matter properly brought before said board. All other members shall be entitled to one vote on any matter properly brought before said board.

C. By-Laws

The government of the meetings of the Governing Board and the procedural conduct of the same shall be governed by By-Laws which the Governing Board shall adopt at its first organizational meeting after the execution of the within agreement. These by-laws must be adopted by a two-thirds (2/3) majority of the Governing Board in the first instance.



D. Responsibility

All decisions relating to the operation and maintenance of the facility shall be made by the Governing Board by majority vote and the Governing Board shall employ a Director, who shall serve at the pleasure of the Governing Board, and who shall be responsible for the day to day clerical and operational responsibilities for the operation of the central emergency answering service and dispatch system that has been created hereunder as referred to above. The ultimate responsibility for policy dealing with personnel, budget, administrative decisions and operations of the system shall lie with the Governing Board which shall in turn be governed by the By-Laws which shall be adopted at the first said meeting. It is the expectation of the member towns that the Governing Board shall continuously and creatively seek opportunities to make the operation more cost effective, including, though not exclusive of, monitoring, researching, actively soliciting and encouraging other towns to become a member of the organization.

5. MANNER OF FINANCING COOPERATIVE UNDERTAKING  
(Population Comparison)

The costs of establishing, installing, operating and maintaining the central emergency answering service and dispatch system are to be borne by all of the members involved on the basis of the following formula:

- A. Initially, a comparison shall be made among all of the member towns involved on the basis of each member town's population. The source of each member town's population figure shall be the latest available from the Office of Vital Records and Statistics of the New Hampshire Department of Health and Human Services, in order that such population figures shall all be determined in the same manner. A comparison shall be drawn initially, and then subsequently on an annual basis, among the relative populations of the member towns, and a determination shall be made as to what percentage of the total cost of the operation of the facility each member town shall have to bear based upon the percentage of that member town's population as it relates to the total population of all the member towns that are party to this Agreement.

B. The foregoing formula shall apply for the allocation of all costs after the initial time period operative under this Agreement. The parties agree that at the time of the execution of this Agreement the following population statistics can provide the basis for the relative distribution of costs for the first operative year (or a portion thereof) of this Agreement. Accordingly, the allocation for the period of time beginning January 1, 2013 is agreed upon by the member towns to be as follows:

Name of Town	Population of Town	Relative Percentage of Costs
MONT VERNON	2409	11.36
MILFORD	15,115	71.29
WILTON	3677	17.34
TOTAL	21,201	

(Source: State of New Hampshire Office of Energy & Planning - 2010 Census.)

Thereafter the allocation and formula for each succeeding fiscal year shall be calculated based on the best available population statistics for the respective member towns involved as established in Section 5-A above. Unless other agreement is made, the said Office of Vital Records and Statistics of the New Hampshire Department of Health and Human Services shall be the agency providing the controlling population figures. In any case, only a State (NOT local) agency shall provide such figures. The formula shall be agreed upon by the Governing Board and distributed to the member towns prior to 1 December of each year for the following year's budget.



C. Payment of the town's share of the budget for services provided pursuant to this Agreement is to be made on 1 January, 1 April, 1 July, and 1 October of the year for which the services are rendered.

D. If due to unforeseen circumstances a member town is not able to make full payment on time, they may petition the Board of Governors along with the other member towns for an extension of the due date. Each situation will be handled on a case by case basis and must not create a financial burden on the center.

6. ESTABLISHING AND MAINTAINING A BUDGET

A. Budget Committee

There shall be a Budget Committee created by September 1 of each year which shall consist of one (1) member of the Board of Selectmen, or its designee of each of the member towns, who shall not be a member of the Governing Board. Said Budget Committee shall meet at least thirty (30) days prior to the date on which the annual operating budget of the Governing Board shall be provided to the towns as set forth in the next paragraph. At that time, the Budget Committee shall review the proposed annual operating budget of the Governing Board and shall provide input, advice and make recommendations with respect to said budget prior to its submission to the towns as hereinafter set forth. The Governing Board shall be obliged to consider all recommendations made by the Budget Committee, and shall hold a public meeting at least fourteen (14) days prior to the date on which they are required to submit the annual operating budget to the towns as hereinafter set forth, and shall present at said meeting their final annual operating budget, and in the event that the Governing Board chooses not to adopt the recommendations of the Budget Committee, they shall set forth in writing their reasons for the same prior to the finalization of the annual operating budget and the presentation to the towns as indicated below.

B. Presentation of Annual Operating Budget

The annual operating budget of the Governing Board shall be determined by the Board, after the Budget Committee review process set forth in paragraph 6.A. above, and shall be submitted to the towns no later than December 1, of each calendar year but no sooner than fourteen (14) days after the public hearing of the Governing Board as established in the preceding paragraph. The operating budget, including any proposed capital expenditures, shall be approved by a two-thirds (2/3) vote of the Governing Board provided, however, that any capital expenditure requiring the expenditure of more than TEN THOUSAND (\$ 10,000.00) DOLLARS for any single item shall require a two-thirds (2/3) majority of the Governing Board for approval and the parties hereto agree that the By-Laws of the Governing Board established pursuant to paragraph 4 above shall be drafted in such a fashion as to reflect this condition notwithstanding paragraph 4 above.

C. Disposition of Surplus Funds

- I. Any surplus funds not expended in each calendar year shall be returned to the member towns using the assessment formula provided for in Paragraph 5 no later than June 30 of the subsequent year.
- II. In the event that the Governing Board should desire to expend any surplus funds, the Budget Committee, as provided for in Paragraph 6.A. shall review said proposal and hold a public hearing thereon prior to any such expenditure.

D. Borrowing Funds

The Governing Board may borrow funds for a term not to exceed the end of the fiscal year in which the funds are borrowed.



E. Emergency Expenditures

Unless prohibited by law in the event of a sudden or unexpected situation or occurrence, or combination of occurrences, of a serious and urgent nature, that demands prompt or immediate attention, the Governing Board may expend funds in excess of the budget for the current fiscal year, but only if written notice is provided, identifying the amount, purpose and need for said expenditure, to the Board of Selectmen of each member town, and each such board authorizes said expenditure, in writing.

7. TERMINATION OF THIS AGREEMENT

This Agreement will terminate as provided in section 2 hereof or on such later date as a majority of the governing bodies of the member towns may elect so to terminate. In such event the members shall cause the Governing Board to take such steps as are necessary to dissolve the Governing Board and facility hereby created. At that time the property that is utilized in the facility shall be disposed of in accordance with the following paragraph.

8. DISPOSITION OF PROPERTY ON DISSOLUTION, TERMINATION OR WITHDRAWAL

It is understood and acknowledged that the machinery, equipment and other personal property that the Milford Area Communications Center utilizes to provide the services contemplated by this agreement consists of the following three (3) categories of property: Items owned by an individual member town which have previously been provided to the Center for use; Items acquired by the Center during the course of its operation; Items acquired by an individual member town which will be provided to the center for its use. It is agreed that in the event of dissolution or termination of this agreement, as well as the withdrawal from this agreement by a member town or towns, the following provisions shall govern the disposition of property following such dissolution, termination and/or withdrawal:

- a. Items owned by an individual member town which have previously been provided to



the Center for use. The member towns acknowledge and agree that the property and equipment which falls into this class has been listed in Appendix A. wherein it has been itemized by a particular member town(s). The property so listed is currently used by the Milford Area Communication Center but it is agreed that the same is and remains property of the designated member towns. In the event of a dissolution or termination of this agreement, such property shall be returned to the possession of the respective member towns as their interest shall appear as designated in said Appendix A. Similarly, in the event of withdrawal from this Agreement, any property in this category shall be returned to the withdrawing member town at the time of withdrawal, as its interest shall appear, based on the list in Appendix A.

b. Items acquired by the Center during the course of its operation.

Except for property identified in § 8 – (c), below, any equipment or property having been acquired or to be acquired by the Milford Area Communication Center upon the vote of the Board of Governors shall become the joint property of the member towns participating in this Agreement at the time and will be distributed upon the dissolution or termination of this Agreement proportionately to the various towns who are still members at the time of dissolution or termination or, if this is not practical, the same shall be sold and the net proceeds realized therefrom divided proportionately among the member towns as of the date of such dissolution or termination.

c. Items acquired by an individual member town which will be provided to the center for its use. The member towns acknowledge and agree that an individual member town, in order to assist the Center to carry out its responsibilities, may acquire property and equipment on its own which may be provided to the Center for its use. It is understood and agreed that the ownership of such property and equipment shall not change as a consequence of the member town having provided the same to the Center for its use and the same shall remain the property of the member town which acquires and provides the same. The property so listed shall be returned to the possession of the respective member towns upon such dissolution or termination. Similarly, in the event of withdrawal from this Agreement, any property in this category shall be returned to the withdrawing member town, at the time of withdrawal, as its interest shall appear, based on the list in Appendix A. Upon the acquisition and provision of such property or equipment, the Center shall cause Appendix A to be modified to reflect the existence and ownership of such property. It is agreed that if the Center neglects to upgrade Appendix A for any reason, the property and equipment listed in the annual audit indicating changes in the assets in the possession of the Center, shall be satisfactory evidence of ownership for the purposes of this paragraph.

The Milford Area Communications Center shall be, at its sole cost and expense, fully



responsible for the maintenance and repair of the communications equipment, the maintenance of all warranty extension and service agreements, and insuring that any personnel which operate the communications equipment are properly trained; said obligations being a condition of the right to continue to use the communications equipment.

9. WITHDRAWAL AND NON-RENEWAL

Any member town may withdraw from participation in this Agreement or choose not to renew this Agreement, subject to the following mandatory conditions:

- A. Notice of withdrawal or non-renewal shall be provided, in writing, to the Governing Board and the Board of Selectmen of each and every member town.
- B. Notice shall be provided at least twelve (12) months prior to the effective date of withdrawal or non-renewal.
- C. Withdrawal or non-renewal may only become effective at the close of a fiscal year.
- D. Following Receipt of notice and prior to the effective date of withdrawal or non-renewal, the Town:
  - i. Shall be responsible for its entire annual assessed share of the costs of the Milford Area Communication Center; and
  - ii. Shall not cast a vote on any matters involving the creation of a budget for the ensuing fiscal year.
- E. It is clearly agreed and understood by all parties hereto that any town withdrawing from participation in this Agreement shall not receive any rebate, payback, or other refund or credit against charges and amounts paid by it pursuant to this Agreement, and shall in fact forfeit any rights to any of the assets or income acquired by the member



town in the course of the operation of this Agreement, except as otherwise provided with respect to the designated member towns.

10. AMENDMENTS

This Agreement may be amended upon the unanimous consent of the member towns through their respective Board of Selectmen and the Governing Board.

11. NEW MEMBERS

A unanimous vote of the member towns shall be required in order for a new member to join the Milford Area Communications Center. The new member shall be required to:

- A. Make an initial payment based upon its share, as calculated under Section 5, of the estimated value of the capital assets owned by the Milford Area Communications Center; and
- B. Assume responsibility for its share, as calculated under Section 5, of the annual budget for the remainder of the fiscal year in which it becomes a member.

The Governing Board shall recalculate the share as calculated under Section 5, of the member towns to account for the new member.

It is understood that there are three (3) original copies of this Agreement and the various Boards of Selectmen shall have executed their individual agreements concurrently.