



**INTER-MUNICIPAL AGREEMENT
REGIONAL DISPATCH CENTER
WEBSTER/DUDLEY**

Last revised September 14, 2020

DEFENITION OF TERMS

Throughout this document the following words shall, unless the context clearly requires otherwise, have the following meanings:

Town's: Municipalities' that have signed the IMA and participate in the Dispatch Center.

The Parties: Town's that participate in the Dispatch Center.

Region: The communities covered by the Dispatch Center.

Board of Directors: Hereinafter known as the "Directors", Town Administrators or their designee and one Selectmen or their designee from each participating Town that belong to the Regional Dispatch Center.

Operational Board: Hereinafter known as the "Operations Board", Police Chiefs or their designee, Fire Chiefs or their designee, and in the event of a non-Fire Department based EMS service, a representative of the EMS agency from each participating Town that belong to the Regional Dispatch Center. The representative of any EMS agency shall be appointed by the agency's governing body.

Center Director: Will be appointed at the discretion of the Board of Directors. Shall be responsible for all operational and personnel matters relating to the Center.

Owners: Participating Town's that share the cost of operating and maintaining the Center.

Center Operator: The Town of Webster which shall maintain the building and have overall responsibility for the Center quality.

Separation Costs: Those costs associated with the departure of an employee, including but not limited to vacation time, sick leave buyout, other accrued benefits.

INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN'S OF WEBSTER AND DUDLEY FOR A REGIONAL DISPATCH CENTER

PREAMBLE

In order to establish, operate and maintain a consolidated communications system for the Town's of Webster and Dudley, Massachusetts, ("Town's" or, as may be separately designated as Webster and Dudley) and any future involved communities. The parties agree to the following terms and conditions.

This agreement entered into the **18th day of November, 2013** by and among the Town's is entered into pursuant to G.L. c. 40, section 4A, which authorizes the Town's to contract with other governmental units and/or to join together for performing joint services, activities and undertakings which any of the individual Town's is authorized by law to perform. These Town's propose to join together to operate and maintain a consolidated communications system. The Town's shall sometimes be referred to herein as "the Parties".

WITNESSETH:

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

Whereas the Parties wish to join together to establish a dispatch region ("Region") made up of their communities and any others who may in the future be admitted to the Region; and,

Whereas the Parties wish to operate and maintain a consolidated regional wide public safety communications/dispatch center (hereinafter referred to as the "Center") and to provide an orderly method for the accomplishment thereof; and,

Whereas the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this agreement

NOW THEREFORE, the Parties for and in consideration of the mutual benefits, promises and agreements set forth herein agree as follows:

Section 1. Purposes

The purpose of this agreement is to provide for the establishment, operation and maintenance of a consolidated regional wide public safety communications/ dispatch center, (hereinafter the “System” or “Center”), by constructing, equipping, staffing, maintaining and operating a facility or facilities which provide call receiving and dispatching services to the Parties, by providing computers, radio and other equipment for use in the field and by further providing the services of the Center to the Parties. A description of the initial Center is attached hereto as Exhibit A.

This agreement also establishes and provides a forum for discussion, study, development and implementation of programs and services of mutual interest related to the Center.

This agreement is made pursuant to and under the provisions of G.L. c.40, section 4A, which allows governmental units such as the Parties to enter into Inter-Municipal Agreements for such purposes.

Section 2. Designation of Center Operator

Pursuant to and under the provisions of the authorizing law, the Parties hereby appoint Webster to serve as the center operator (“Center Operator”). In that regard Webster shall have overall responsibility for the Center quality. The Parties acknowledge that the Center quality is subject to cost efficiency and budget constraints and that various sections of this agreement impose requirements related to budget approval. The South Worcester County Communications Center shall provide staff as employees of the Center Operator.

The Operations Board shall be responsible for:

- A. Training;
- B. System Dispatch and Operations;
- C. System Maintenance; and,
- D. Undertaking such other duties as may be agreed between Webster and the Board as defined below.
- E. Based on the recommendations of the Communication Center Director or by action of the Operations Board, the Operations Board shall establish the Standard Operational Procedures for the Center and will review all procedures, programs, and situations and make necessary recommendations as they pertain to the daily operations of the Center.

Salaries and benefits for all such persons shall be subject to the budget approval process set forth herein. The appointing authority of all center personnel will be the responsibility of the Board of Directors, however the Operations Board may hire new employees to fill authorized positions which have been vacated. Said appointments will be reviewed and confirmed by the Board of Directors at their next scheduled meeting.

Section 3. Governance

Board of Directors for Regional Dispatch Center

1. The Town's hereby establish a Board of Directors ("Board") for the effective and orderly operation of the Center and delegate to the Board the responsibility to make policy for the Center. In carrying out its responsibility the Board shall be subject to the following standards:
 - a) The Center shall be intended to provide consolidated region wide public safety communications/dispatch to the Town's in the Region;
 - b) All Center components shall be compatible with each other;
 - c) The choice of Center components and the operation and maintenance of the Center shall be based upon cost efficiency including budget constraints and effectiveness and upon a desire to establish appropriate response to the emergency dispatch and communications needs of the citizens of the Region;
 - d) The Parties acknowledge that the Center quality is subject to cost efficiency and budget constraints and that various sections of this agreement impose requirements related to budget approval.
2. Board Composition
 - a) The Center shall be governed by the Board of Directors
 - b) Each of the Parties in good standing shall have two seats on the Board known as a "Director (s)", one shall be filled by the Parties Chief Administrative Officer or his or her designee (to be known as an "Alternate") , the second shall be filled by a member of the Parties Board of Selectmen or their designee.
 - c) A Board Member shall cease to be a Director if he or she ceases to hold office with the appointing Party or if the appointing Party ceases to be a Party to this agreement.
 - d) The Board Secretary shall notify each party of the designation of each Party's representative and shall maintain an updated list of all Directors and alternates and the Parties they represent.
 - e) The Chairman of the Operations Board or his/her designee shall serve as a member of the Board of Directors for purposes of providing a tie-breaking vote in the event the regular members of the Board of Directors are deadlocked.
3. Alternates
 - a) Each entity responsible for appointing a member to the Board of Directors (Chief Administrative Officer and Board of Selectmen), in addition to their primary designee to the board, shall appoint an alternate designee, notifying the Board of Directors in writing of the appointment
 - b) An alternate shall only have authority to participate in meetings if the primary director is absent from the meeting.

- c) Each entity responsible for appointing a member to the Board of Directors shall have the right to revoke and/or change their designated alternate at any time. Such a revocation or change shall be in writing to the Board of Directors.

4. Voting

- a) Each Director shall have an equal vote, except as may otherwise be provided in the Agreement.
- b) Except as otherwise provided herein, the Act of at least the majority of the Directors (or their alternates) shall be deemed the act of the Board. The Parties intend by this section to require a majority in number of the Parties' representatives to approve any matter and not a majority of a quorum present. Different voting requirements are set out in those specific circumstances where a lesser quantum of vote is permitted.

5. Officers and Auditor of the Board of Directors

a. Designation of Officers

The officers of the Board shall be the Chair, the Vice Chair, the Treasurer (for record keeping purposes) and the Secretary. The office of Chair shall be rotated on an annual basis at the first meeting of each fiscal year, except that for the first fiscal year the chair shall be from the town of Webster.

b. Duty of Officers

Chair and Vice Chair

The Chair, or in his absence the Vice Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice Chair shall act as the Chair.

Treasurer

The Treasurer shall, working with the Auditor, keep records for the Board pertaining to the finances of the Center. The Treasurer shall not have direct access or control over funds. The Treasurer shall advise the Board as to the financial affairs of the Center.

Secretary

The Secretary, working with the other members, shall develop the agenda for regular meetings. In an emergency, the absence of a matter from the agenda shall not prevent the matter from being discussed and acted upon by the Board. The Secretary will give notice of regular meetings according to the

Massachusetts open meeting law. The Secretary will keep minutes of the Board Meetings.

Auditor of the Center

The Board shall hire an independent auditor annually to audit the financial records of the Center.

The Auditor shall report to the Board and be responsible to the Board in the conduct of his or her duties as they relate to the Center.

Operations Board

The Operations Board shall be comprised as defined in the Definition of Terms section of this agreement. The Operations Board shall use professional standards in developing policies and procedures for the Center and in monitoring the Centers performance. The Operations Board shall make recommendations to the Board and perform such other duties as may be assigned by the Board. The Operations Board shall annually organize itself with a Chair, Vice-Chair and Secretary.

Center Director

The position of Center Director will be appointed at the discretion of the Board of Directors. The Center Director shall attend all meetings of the Board as an advisory member. The Center Director shall be hired, suspended or terminated only upon the recommendation of the Board. The Center Director shall be responsible for all operational and personnel matters relating to the Center. In particular, the Center Director shall:

1. Enforce strict compliance with the approved annual Center budget and approve only expenditures authorized therein;
2. Maintain an inventory of all property of the Center and serve as custodian of the property;
3. Have overall responsibility for the operation and maintenance of the Center subject to the specific authority retained herein by the Board and the general supervisory authority of the Board;
4. Establish the budget format for the Center, establish and maintain particular funds and accounts and furnish monthly revenue expenditure and fund status reports to the Board. In carrying out such functions, the Center Director shall follow generally-accepted accounting principles applicable to municipal government. The Center Director shall make Center books and records available to the Board and to the public to the extent required by law for any municipality.

Meeting of the Board of Directors

Meeting of Directors

The Board shall conduct regular meetings, holding at least one regular meeting each quarter. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Chair. The Board shall provide for additional meetings as may be needed depending upon the requirements of business. A Board meeting shall be called upon the request of the Chair or any two (2) Board members with the persons calling the meeting setting the location, date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least forty-eight (48) hours notice of any specially- called Board meetings, such notice to set out the location, date and time of the meeting. The location for the conduct of the meetings shall be as determined by the Board and shall be the Center's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair and notice of Board meetings shall be posted in compliance with applicable law.

Meeting Rules

The Board may adopt rules for conducting its meetings and other business as it deems 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. The Board may suspend the rules if it so chooses.

Minutes

The Secretary or such other person designated by the Board shall keep minutes of regular, adjourned regular and special meetings of the Board. A copy of the minutes shall be provided to each Board Member and the Town Clerk of each member of the Region. The provisions of the Public Records Law shall be applicable to the minutes and other documents of the Region.

Quorum and quantum vote

A majority of the members of the Board constitutes a quorum for the transaction of business by the Board. However, in the event of a minimum quorum, the affirmative vote of a majority of all Board members shall be required to pass a motion. When the full Board is present, the quantum of votes needed to a pass a motion shall be a majority.

Section 4 Powers and Duties

Authority of Webster

In accordance with the provisions of this agreement, the Parties hereby delegate to Webster, subject to the authority of and approval by the Board hereof or otherwise expressly reserved herein or by law, the power to construct, equip, maintain, operate and perform all other normal and customary acts necessary for the effective and orderly operation of the dispatch center. As the provider of the Center, Webster shall endeavor to meet desired quality standards established by the parties hereto also taking into account cost efficiency and Center effectiveness.

Communications Services to Other Agencies

The Region may provide dispatch or other communication services to other public or private agencies which provide a critical public health or safety service and/or public agencies not a Party to this agreement but only upon approval and recommendation of the Board and subject to such terms and conditions as the Board may establish. Such service may be evidenced by contract or Inter-Municipal Agreement or other agreement.

The Region shall establish the amount charged for the services being provided to other agencies. Charges will be set with the intent of recovering all capital, operating and maintenance costs expended in providing the services to a particular agency both annually and for prorated periods thereof, as well as sums as may be needed for the future improvements, repairs, upgrades or expansions.

Authority of the Board of Directors

The Board of Directors as the governing and administrative body of the Center shall exercise the following authority:

1. The Board shall approve the annual Center Budget;
2. The Board shall review Center expenditures;
3. The Board shall consider the recommendation of any member community;
4. The Board shall approve the appointment of the Center Director and all employees of the Center;
5. The Board shall approve the provision of communications services to any entities not Party to this agreement;
6. The Board shall calculate the annual assessment to each participating community for operating expenses as provided in section 6 hereafter;
7. Based on the recommendations of the Operations Board, the Board shall establish the Standard Operational Procedures for the Center and will review all procedures, programs and situations and make necessary recommendations as they pertain to the daily operations of the Center

Section 5 Facility

The Center shall provide suitable and necessary components for a modern dispatch center.

All equipment and materials within the facility will be supported and maintained through an annual operation budget. All new equipment or materials used as part of the Center will be owned as set forth in Section 8.

Section 6 Fiscal Year and Annual Budget

Fiscal Year

The Center fiscal year shall be the twelve month period commencing each July 1 and ending the following June 30, except if the effective date of this agreement is other than July 1, in which case the first fiscal year shall be the short year commencing the effective date and ending the following June 30.

Annual Budget

1. The system shall operate only under an approved fiscal year budget. The Center may not operate at a deficit. The Parties shall pay for the entire cost of operation and maintenance of the Center with annual Center expenditures determining the total amount of assessment required.
2. It is acknowledged by the Parties that the equipping of the Center and rehabilitation of the exiting space into the Center shall be covered by a grant from the Commonwealth of Massachusetts, Department of Public Safety, 911 Office.
3. Each annual operating budget shall include a-reserve contingency in the amount of **\$10,000.00**. Money may be expended from this reserve only with the express approval of the Board. The unspent portion of the reserve shall be carried forward to the next fiscal year in addition to the reserve contribution for each such fiscal year not to exceed the amount of **\$500,000.00**. The Board shall have the authority to modify these amounts with a majority vote of the Board.
4. The total budget upon which the assessment is based as to each of the Parties will 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 Center.
5. In the event that emergency expenditures are required to maintain Center integrity in excess of the amount budgeted, the Center is authorized to incur the same first from the reserve and second from other funds available to the Center which may include requesting funds from each Party.
6. The budget shall be adopted by the Center for each fiscal year on or before the time needed for each member to address its assessment in its budget process so that the member communities will have such information prior to their respective Town meetings. A copy of the Center budget and each Party's assessment shall be delivered to each Party immediately after the Center budget is adopted.

7. The Parties hereby agree that any assessments, for direct or indirect services or functions, provided by the Town of Webster shall be determined by the majority vote of the Board. Webster will annually provide an estimate of those services which shall be transmitted to the Board for approval and assessment as part of the annual budget.

Budget Elements

Unless a Party intends to withdraw from the Region and this agreement, each Party hereby agrees to seek an appropriation to pay its assessed sum and percentage as provided herein of each year's annual budget as approved by the Board. The budget shall include but is not limited to the following components:

Operation and Maintenance Expenses

The cost of operating and maintaining the Center shall include, but is not limited to, personnel salaries and benefits, training, office and computer supplies, and other consumables, utilities, payments to lease facilities or equipment, replacement parts necessary to repair or maintain the Center improvements, or equipment due to normal wear and tear from ordinary usage, or other costs of operation and maintenance determined in accordance with accounting principles applicable to the Center.

Capital Expenditures

Capital expenditures shall include the cost of purchase of communications and computer equipment, hardware, software and other fixed asset type items typically having a useful life of more than one (1) year, including equipment improvements and additions as opposed to replacements parts for ordinary maintenance during the useful life of the capital items and other capital cost determined in accordance with accounting principles applicable to the Center. Webster shall act as the procurement authority for any such purchases.

Calculation of Assessment

The percentage of the annual budget to be assessed to each Party to this Agreement shall be based on a calculation, to be made at the time the annual budget is submitted to the Parties for appropriation, as follows:

The percentage of the total 9-1-1 calls to the center that originated from that municipality during the previous calendar year, as indicated in the official records kept by the Commonwealth of Massachusetts Department of Public Safety, plus the percentage of the combined population of all participating municipalities attributable to the municipality, as indicated in the Federal census records, divided by two.

For clarification, each community will calculate one final percentage responsible for the cost of the operation. Each community will create one percentage (number) total by population. The community will then create one percentage (number) as a percentage of

911 call volume. These two percentage numbers will be added together and divided by 2 for the final percentage share of responsible costs.

If a community wishes to join the Center after the initial start- up date, the Board, by majority vote, shall retain the right to establish a buy-in fee to offset the initial start-up cost of the center. This fee will be placed into the reserve contingency account.

Payment of Assessments

Upon adoption of the fiscal year budget by the Board, and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless otherwise specified by the order of the Board, the assessments fixed therein (based on the population and call volume for each town for the previous fiscal year) are automatically due in full, by April 1 of the fiscal year of the assessment. The Parties may request an invoice from the Communications Center Director, if needed, not early than February 1 and not later than March 1 of the fiscal year of the assessment.

The payment will be made subject to adjustments as contemplated in Section 4.

Upon 90 calendar days advance notice to the Parties the Board may set a different payment schedule for an individual Party to fund Center costs if sufficient monies would not otherwise be on hand as needed for the Center. The Party seeking additional time, with Board approval, will be assessed a penalty charge of 1.5% a month.

The parties intend to pay for actual Center costs incurred (and a reserve contingency). Periodically and at least at the end of each fiscal year, a reconciliation will be made of actual Center costs and amounts previously paid by each Party and payments shall be made based upon such reconciliation to adjust each Party's payments to its share of actual Center Cost.

At least annually the Center Director shall present a cost of service study to the Board showing annual Center cost as compared to the budgeted line items.

A five percent (5%) late charge shall be imposed upon assessment payments not received within thirty (30) calendar days following the scheduled dates for payment. An additional five percent (5%) charge shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment including late charges is not paid in full within 75 calendar days following any scheduled due date the Party shall be in default and this agreement shall be subject to the termination process that is referenced in Section 10. The breaching Party shall not have the right to vote or be counted in determining a majority interest.

Budget Authority of Center Director

The Center Director has the power fully to draft and implement the approved budget. However the Center Director may not exceed the personnel staffing authorized in the

budget either in number, position, classification, or salary. In addition, the Center Director may not exceed any subtotal category, utilize the reserve contingency or exceed the total amount of approved budget expenditures without the approval of the Board. The Center Director may authorize line item transfers within a subtotal category not to exceed the greater of 50% of the original funding of the line item or \$5,000.

The Center Director may recommend expenditures for approval separate from the budget process in which case the further recommendation of the Board is required prior to any actual expenditure. The Center Director may also seek authorization from the Board for budgetary transfers exceeding 50% of the original funding of a line item or \$5000 or budget adjustments between subtotal categories as necessary.

All transfers shall be presented to the Board of Directors at their next scheduled meeting.

Payment of Prior Year Fiscal Bills

In the event any bills may exist and remain unpaid from a prior fiscal year, the Center Director shall provide copies of the bills, with explanation of the services or goods, and the reason the bill remains unpaid to the Board of Directors for review. The Board of Directors shall review, and if appropriate, approve payment of said bill. Once approved by the Board of Directors, the Center Director shall submit said bills to the Town Administrator of the fiduciary community for purposes of funding as per the community's standard process.

Section 7 Personnel

All personnel qualifications and job descriptions will be determined by the Board.

Center Director

The Center Director is authorized to act on the behalf of the Board in all matters of personnel administration given the positions and funding authorized in the annual Center budget. This includes but is not limited to supervision, direction, performance evaluations, disciplinary actions and such other duties related to the effective and orderly operation of the Center as may be assigned by the Board.

Each Party or other entity receiving services from the Center shall report any personnel difficulties to the Center Director for the Center Director's further action or such other action as the Board may determine, consistent with the applicable personnel practices and applicable law.

Supervisory and Operations Positions

All positions must be recommended by the Board as part of the Center budget process and provided for in the annual Center budget adopted by the Town's. The Center shall utilize the services of the personnel director or person performing similar functions in

Webster to create any needed class specifications job descriptions or address other personnel matters.

Salaries and Benefits

The Board shall determine wages, hours and terms and conditions of employment.

Section 8 Maintenance, Capital Assets and Acquisitions

The Parties intend:

1. To share the cost of operating and maintaining the Center as set forth in this agreement;
2. Capital cost, except those paid for pursuant to any grants or as otherwise determined by the Board, are to be shared equally by the participants.
3. The Parties to this Agreement shall be the owners of the Center. No new capital assets will be acquired which would not be compatible with the Center at the time of acquisition.
4. The Board will determine what communications equipment is necessary to operate and maintain the Center.
5. The Parties to this Agreement, while in good standing, shall be the joint owners of the assets of the Center, including but not limited to the communications equipment and other equipment utilized by the Center.
6. The real property in which the Center is located shall remain the sole property of the Town of Webster. Operation of the Center on that property shall be the subject of a written lease between the Center and the Town of Webster.

Section 9 Term of Agreement

This agreement is intended as a long term obligation of each of the participating Parties.

The Initial Term of this agreement (“Initial Term”) shall commence on the effective date of this agreement and expire on **June 30, 2019**. Thereafter, this agreement date shall be automatically extended for subsequent terms of five (5) years each (“Extension Terms”) on the same conditions as set forth herein, subject to termination or withdrawal as provided herein. Any Party may terminate its obligations hereunder as of the end of the Initial Term or any Extension Term upon giving at least one year’s prior written notice to each of the other Parties hereto. Withdrawal or termination of any Party shall not have the effect of terminating this agreement as to the remaining Parties.

Section 10 Termination or Withdrawal

Termination

Each Party shall remain a Party to this agreement and share in the cost of operation and maintenance of the Center until the end of the Term applicable to such Party. If in the interim a Party defaults in payments of any assessment or otherwise breaches this agreement, such Party shall be subject to termination as a Party to this agreement upon the vote of the Board members not subject to termination, acting on behalf of their respective communities. The breaching Party shall not be entitled to vote on its own termination or be counted in determining a majority in interest.

Upon being so terminated, the terminated Town shall be responsible for paying for an actuarial study to be performed by the Board for the purpose of determining any adjustments and payments due from the terminated party for any sum due, including but not limited to health or other employment benefits, pension costs, unemployment benefits, reasonable attorney fees, separation costs, and legal costs incurred as a result of the termination, and any other benefit amounts that may apply. It shall be a condition of termination that the terminated party and the Center enter into an agreement setting forth the obligation to make such payment.

The terminated Party shall remain liable for any defaulted payment and late charges to the end of the Initial Term, or if the termination occurs during an Extension Term, through the end of the fiscal year following the year in which the termination was effective. Such subsequent assessments will be determined as if the terminated Party were still a Party to the agreement at the same percentage in effect at the date of termination. The assessments will be due and payable at the same time assessments are due from the remaining Parties for the Fiscal years in question. Said assessments represent reasonably anticipated liquidated damages and are not intended as a penalty.

The remaining parties shall attempt to mitigate the damages caused by the termination by either obtaining other Parties hereto or by reducing Center expenses, but until any mitigation actually occurs the terminated Party shall remain liable for its assessment in full. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Parties. All Parties agree that the Center is configured and Center expenditures are committed on the understanding that all Parties will remain Parties at least until the end of the then-existing term.

Withdrawal

At least one year prior to the end of the Initial Term, a party may give notice of its withdrawal as a Party to this agreement as of the end of the Initial Term without penalty, with withdrawal to be effective at the end of said term. Such withdrawing Party shall perform all obligations under this agreement until the effective date of withdrawal. During any Extension Term, a Party may give notice of its withdrawal as a Party to this agreement without penalty, said withdrawal to be effective as of the last day of the fiscal year following the fiscal year in which said notice has been given.

Upon notice of withdrawal, the withdrawing party shall be responsible for paying for an actuarial study to be performed by the Board for the purpose of determining any adjustments and payments due from the withdrawing party and for paying any additional amounts incurred as a result of the withdrawal, and any other amounts that may apply, or for any sum due, health or other employment benefits, pension cost and any other benefits that may apply. It shall be a condition of withdrawal that the withdrawing Party and the Center enter into an agreement setting forth the withdrawal terms and conditions, including the obligation to make such payment.

Legal Redress

The Board, acting on behalf of the Parties, shall have the right to seek legal redress if necessary to obtain payment of amounts due or otherwise to enforce the terms of this agreement. Venue for any litigation under this Agreement shall be Worcester County.

Use of Center and Center Assets

Upon termination or withdrawal, any withdrawing or terminated Party shall no longer receive services from the Center after the effective date of termination or withdrawal. The effective date of termination and the effective date of withdrawal shall be as defined in herein.

The withdrawing or terminating Party shall leave as part of the Center those assets owned by or previously used as part of the Center and which the remaining Parties desire to use as part of the Center. In the case of a withdrawing Party, if the remaining Parties desire to use such assets, they shall purchase the same at a pro-rated share of the then-current book value from the withdrawing or terminated Party. If such a purchase occurs, an offset may be taken in any amount owed by the withdrawing Party hereunder toward the amount paid for such assets, said offset to be taken at the time of the purchase.

Section 11 Dissolution

Unless earlier terminated as provided herein, or thereafter by agreement of the Parties and subject in all respects to applicable law, this agreement shall expire and the Center shall be dissolved. Dissolution shall only be effective upon the last day of the fiscal year but shall in no event be effective until the requirements of Section 12 are met.

Section 12 Disposition of Assets

Process of Dispositions

This agreement may not be considered as having expired or disposition of assets made to the Parties to the agreement until the Center reasonably exhausts all means of collecting any monies due hereunder and identifies and satisfies all obligations and liabilities related to the Center. A final accounting shall be prepared by the Center Director and be submitted to the Parties and the Board and be approved by both the Parties and the Board before any final disposition of assets may be made and termination of the agreement consummated.

Asset Distribution

Upon expiration, the Parties shall retain title to those assets purchased in their individual names. As to any capital assets purchased in common as provided in this agreement and as to any monies held in Center accounts, such capital assets shall be sold and the proceeds and other monies shall be distributed according to the average relative assessments paid by the Parties during the five (5) years immediately preceding termination.

Section 13 Amendment to Agreement

The agreement may be amended only by a majority vote of the Parties. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. A proposed amendment must be approved by the governing body of each Party to be effective. The Secretary shall notify each Party of the resultant action.

Section 14 Additional Parties to Agreement

Entities which are not Parties in this agreement may become Parties hereto only by amendment to this agreement as defined in Section 13.

The admission of any new Party shall be by vote of both Parties to this agreement. The amendment authorizing the admission of a new Party shall set forth the capital contributions, obligations, payments and other terms and conditions pertaining to the admission of the new Party. Said amendment shall also specify any changes in quorum or voting requirements arising due to the fact that there is another member to the Center.

Section 15 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 Parties further intend that this Agreement should 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 Parties 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 Parties will remain bound hereunder subject to such modified terms.

Section 16 Indemnification and Insurance

By entering into this agreement, none of the Parties have 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 municipalities which have executed it and each states 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.

Insurance for the operations of the Center shall be under the Town of Webster's insurance policy or policies. The cost for said insurance shall be a cost of the Center.

Section 17 Miscellaneous Provisions

- a) Entire Understanding: This agreement represents the entire understanding of the Parties with respect to its subject matter.
- b) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Worcester County.
- c) Dispute Resolution: Any disputes arising under this Agreement shall be resolved through arbitration in the following manner: (1) the Boards of Selectmen of each Town shall each appoint an arbitrator, (2) those two arbitrators shall appoint a third arbitrator, and (3) A majority vote of the three arbitrators shall be determinative. Each Party retains the right to seek a declaratory judgment with regard to any dispute, as an alternative to proceeding with arbitration.
- d) Binding Effect: All of the terms and provisions of this agreement shall be binding on and inure to the benefit of and be enforceable by the respective Parties hereto, their successors and assigns.
- e) Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this agreement.
- f) Joint Drafting: Each Party acknowledges that it has participated equally in the drafting of this Agreement and that each has had the opportunity to consult with legal counsel of its own choosing prior to entering into this Agreement.

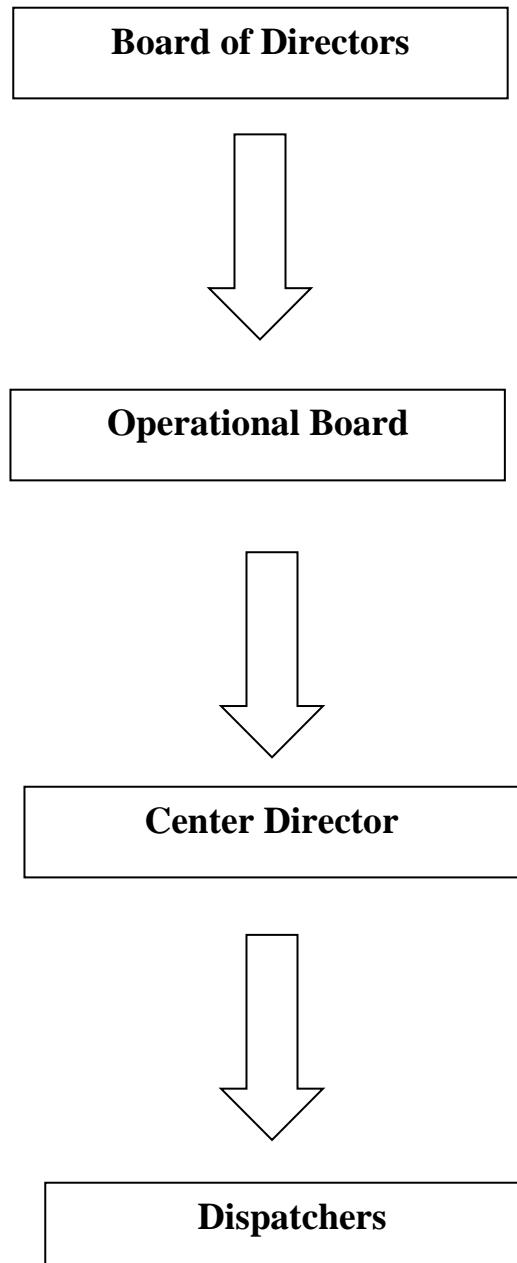
EXHIBIT A

Center: The Center is hereinafter known as the Dispatch Center located at 357 Main Street, Webster, MA. The real property in which the Center is located shall remain the sole property of the Town of Webster.

[Balance of page intentionally left blank]

EXHIBIT B

ORGANIZATIONAL CHART FOR SOUTH WORCESTER COUNTY COMMUNICATION CENTER



IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

Town of Dudley,

By:

Chairman, Board of Selectmen

Dudley Town Administrator

Date:

Certification of Available Appropriation

Dudley Town Accountant

Approved as to Form Only

Town Counsel

Town of Webster,

By:

Chairman, Board of Selectmen

Webster Town Administrator

Certification of Available Appropriation

Webster Town Accountant

Approved as to Form Only

Town Counsel