

## MUNICIPAL DISPATCH SERVICE CONTRACT

This agreement is made on the 17th day of December, 2012, by and between the TOWN OF PLAISTOW, a municipal corporation established under the laws of the State of New Hampshire and the TOWN OF ATKINSON, a municipal corporation established under the laws of the State of New Hampshire.

WHEREFORE, the Towns of Plaistow and Atkinson recognize that it is in their best interest to develop a communications plan so that the Plaistow Police Department can dispatch emergency services for the Town of Atkinson to include only fire, police, and animal control officer;

WHEREFORE, the Parties mutually covenant and agree as follows:

1. That the cost of all Atkinson telephone lines and telephone installation will be borne by the Town of Atkinson;
2. That the telephone line hookup at the Plaistow Police Department will consist of only one (1) Atkinson Police Department emergency line and one (1) Atkinson Fire Department emergency line;
3. That the Town of Plaistow agrees to allow the Town of Atkinson to utilize Rockingham Dispatch's E-911 telephone lines as secondary backup in the event of any temporary primary equipment dysfunction at no cost;
4. That the Town of Plaistow will answer the above referenced emergency telephone lines for the Atkinson Police Department from Monday through Friday for a maximum of 16 hours per day from 4 PM to 8 AM. (If there is a desire to undertake coverage during week-days from 8 AM to 4 PM for Atkinson, that issue would be addressed at that time by a separate amendment not affecting the rest of the agreement.)
5. That the Plaistow Police Department will answer the above referenced emergency telephone line for the Atkinson Police Department on Saturday, Sunday, and eleven (11) Atkinson holidays, twenty-four hours per day (currently identified as New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas);
6. That the Atkinson Police Dispatch will every morning, update the Plaistow Police Department's Communications Center as to who is on duty and assigned to which cruiser, location of any detail officer, and any road construction;

7. That the Plaistow Police Department will answer the above referenced emergency telephone line for the Atkinson Fire Department twenty-four hours per day, seven (7) days per week;
8. That special circumstances and emergencies may arise on short notice, to cause variations to paragraph # 3, # 4, and #5, but only with prior approval of the respective Chief's of both Towns and for a specified time period;
9. That the Plaistow Police Department will only dispatch the Atkinson Police Department, Atkinson Fire Department, and the Town's Animal Control Officer (ACO);
10. That any Atkinson Highway Department emergency telephone call for service will be immediately referred to the duty police cruiser and/or the caller will be given the available telephone number of the Atkinson Road Agent;
11. That the Town of Atkinson agrees that the Atkinson Highway Department will not utilize the police/fire frequencies;
12. That the Atkinson Fire Department and Atkinson Police Department will provide any and all updated materials that would include but not be limited to:
  - A. Vacation requests,
  - B. Special Orders, General Orders, memos, Chain of Command, any and all other pertinent information,
  - C. Up to date resident listings, to include the Lewis Apartments,
  - D. Up to date business listings, with emergency contact names/numbers, and
  - E. Warrant list and domestic violence orders.
13. That in the event the oncoming Atkinson duty officer calls in sick or absent, the Plaistow Police Department will attempt to contact the Atkinson Police Chief or his designee immediately to fill the vacancy;
14. The Communication Center will answer the Atkinson Fire Department business line 362-5611 twenty-four (24) hours per day, seven (7) days per week. Calls will come in on the Plaistow Police business line 382-6816;
15. That the Atkinson Police Department and Atkinson Fire Department will provide an up-to-date police/fire personnel rosters on a timely basis to the Plaistow Police Department's Communication Center;

16. That in the event the Communications Center receives a detail officer request; the dispatcher will attempt to notify the Atkinson Police Chief or his designee immediately to fill the request;
17. That the Atkinson Police Department and the Atkinson Fire Department agrees to allow the Communication Center personnel to handle each and every emergency call, without interference unless through the Plaistow Police Chief or his designee and after the original call has been handled;
18. That if the Town of Atkinson wishes to sever its dispatch relationship with the Town of Plaistow, all equipment installed at the Plaistow Safety Complex which was purchased by the Town of Atkinson, at the beginning of this contract – or any future purchases will remain in place, excluding telephones and telephone lines. It shall be understood, that at the ownership of all equipment purchased by the Town of Atkinson at the conception of this contract was transferred to the Town of Plaistow as of December 11, 1995. The Town of Plaistow will be responsible for all maintenance, repair, and relevant warranties;
19. The proof of liability protection in the minimum of (1) million dollars per occurrence with no annual aggregate shall be provided by each Town to the other annually and/or when changes in coverage are made; and further, that each Town name the other as additional insured;
20. That this contract may be amended by mutual agreement of all parties involved at any time;
21. That all parties agree that this contract covers the period from January 1, 2013 to December 31, 2015;
22. That severance of this Agreement by either party requires ninety (90) days written notice;
23. If there were to be a desire to undertake capital construction costs to improve coverage for Atkinson, that issue would be addressed at that time by a separate amendment not affecting the rest of the agreement;
24. That all parties agree that the Town of Plaistow will charge the Town of Atkinson the rate of \$39,467.00 for 2013, which is a 2% increase from 2012, with a billing manner to be mutually determined. The parties also agree to a 2% increase in 2014 for a rate of \$40,454.00, and a 2% increase in 2015 for a rate of \$41,668.00.
25. Any notice, payment, demand, or communication required, permitted, or given by any provisions of this Agreement will be deemed to have been

given when delivered personally to the party designated to receive such notice or, on the third business day after the same, sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other additional addresses as any party might designate by written notice to the other parties.

Town of Plaistow

Sean Fitzgerald, Town Manager  
Plaistow Town Hall  
145 Main Street  
Plaistow, New Hampshire 03865

Town of Atkinson

Board of Selectmen  
Atkinson Town Hall  
21 Academy Avenue  
Atkinson, New Hampshire 03811

This instrument constitutes the entire and final agreement between the parties and there are no agreements, understandings, warranties, or representations between the parties except as set forth herein.

Plaistow, New Hampshire  
Town Manager

  
Sean Fitzgerald,

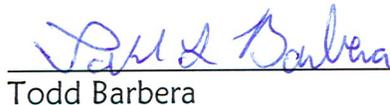
Date: Dec 14, 2012

Atkinson, New Hampshire  
Board of Selectmen

  
Fred Childs, Chairman

Date: December 17, 2012

  
William G. Friel

  
Todd Barbera