

MUNICIPAL DISPATCH SERVICE CONTRACT

This agreement made on the 8th day of January, 2024 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 Plaistow Emergency Communications Center can dispatch emergency services for the Town of Atkinson to include only fire, police, animal control officer and public works:

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. The APD and AFD will send a list of contact numbers for the telephone companies with the account # in case of an emergency loss of phone lines.
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. Each department will allow a secondary line for roll over, to be handled through dispatch.
3. That the Plaistow Emergency Communications Center agrees to allow the Town of Atkinson to utilize Rockingham Dispatch via E911 as secondary backup in the event of any temporary primary equipment malfunction at no cost (Agreement forms attached).
4. That the Plaistow Emergency Communications Center 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 1600 to 0800 the following day.
5. That the Plaistow Emergency Communications Center will answer the above referenced emergency telephone line for the Atkinson Police Department on Saturday, Sunday from 1600 (or 4pm) Friday to 0800 (or 8am) Monday. The Atkinson Police Department has the ability to utilize the Plaistow Emergency Communications Center during times when their day time dispatcher is on vacation or out sick, if so desired by the Chief of Atkinson Police and/or his designee.
 - o During Holidays when Atkinson Base (dispatch) is not filled, the Atkinson Chief and/or his designee will notify the Plaistow Emergency Communications Supervisor, prior to the Holiday, for notification purposes and so that potential arrangements can be made for coverage.
6. That the Atkinson Police Department, at the beginning of each shift, will update the Plaistow Emergency Communications Center as to who is on duty and assigned to which cruiser, location of any detail officers, and any extraordinary road construction/conditions.
7. That the Plaistow Emergency Communications Center will answer the above referenced emergency telephone line for the Atkinson Fire Department twenty-four hours per day, seven days a 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 Chiefs and/or their

- designees, of both Towns and for a specified time period. That the Chief of Police and/or his designee will notify the Plaistow Emergency Communications Supervisor of the planned special shifts (Holiday parade, grant funded extra patrols etc.), where additional cruisers will be on duty; for the purpose of potentially adding additional Dispatchers during those shift/hours.
9. That the Plaistow Emergency Communications Center will only dispatch the Atkinson Police Department, Atkinson Fire Department, Atkinson Animal Control Officer (ACO) and the Atkinson Public Works. Any Atkinson Public Works Department emergency call for service will be immediately referred to the on-duty Atkinson Officer and the Plaistow Dispatcher will notify Atkinson Public Works immediately. Since the phone calls will be answered by Plaistow Emergency Communications Center, the on-duty Dispatcher will continue to inform the on-duty Atkinson Officer and Public Works of any updates. The Atkinson Public Works will keep Plaistow Communications Center up to date with all phone numbers to be used in order to make immediate contact with the Town of Atkinson's Public Works Department. That the Town of Atkinson agrees that the Atkinson Public Works Department will not utilize the police and fire frequencies.
 10. That the Atkinson Fire Department and Atkinson Police Department will provide any and all updated materials that would include but not be limited to:
 - o Special orders, General orders, memos, Chain of Command, any and all other pertinent information, any info that may enhance information for Dispatching purposes.
 - o Up to date business listings, with emergency contact names and phone numbers, as these are extremely useful for emergency purposes during the evening and midnight shifts.
 - o The wrecker rotation schedule will be provided on an annual basis.
 11. The Communications Center will answer the Atkinson Fire Department business line (603) 362-5611 twenty-four (24) hours per day, seven (7) days per week. Calls will come in on the Plaistow Police business line (603)382-6816; the line rings at the Atkinson Fire Department then transfers to the (603) 382-6816 line.
 12. That the Atkinson Police Department, Atkinson Fire Department, Animal Control Officer, and Public Works will provide up-to-date police/fire/ACO and Road Agent personnel rosters, to include home and cell phone numbers, on a timely basis to the Plaistow Emergency Communications Center.
 13. That in the event Plaistow Communications receives an Atkinson Detail request, the Dispatcher will notify the designated detail officer in Atkinson with all the pertinent information.
 14. That the Atkinson Police Department and the Atkinson Fire Department agree to address any concerns with the actions of a Dispatcher during a call for service with the Communications Supervisor as soon as possible, by chief or designee and will avoid admonishment or confrontation while the Dispatcher is still on duty.
 15. That the Atkinson Terminal Agency Coordinator (TAC) will keep on file SPOTS active NCIC entries; remains up to date with NCIC Validations, MDT and SPOTS certifications along with any training pertinent to/mandated by State Police NCIC Unit. The Atkinson TAC shall conduct the MDT original certification class and keep current with their re-certification as well.
 16. That either department (APD and/or AFD) maintains a current mapping of the Town with the assistance of the E911 Mapping Department/ Emergency Services and relays same to the Plaistow Emergency Communications Supervisor for distribution. These updates would include a

town map, street name changes, address number changes, new streets, new condo developments etc.

17. The Chiefs of Police of Atkinson and Plaistow, or their designees, and the Fire Chiefs of Atkinson and Plaistow, or their designees, and Communications Supervisor will meet bi-annually on specified dates, orchestrated by the Communications Supervisor to discuss changes, updates, or any other matters of concern regarding dispatching services provided by the Town of Plaistow.
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 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. However, ownership of the backup generator at the High Hill Tower site shall remain with the Town of Atkinson.
19. The Town of Plaistow will be responsible for maintenance, repair, and relevant warranties for equipment owned by the Town of Plaistow. The Town of Plaistow will be responsible for refueling of the propane tanks for the generator located at the High Hill Tower site.
20. 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.
21. That this contract may be amended by mutual agreement of all parties involved at any time.
22. That all parties agree that this contract covers the period from January 1, 2024 to December 31, 2028. Change dates to reflect new contract.
23. The severance of this agreement by either party requires ninety (90) days written notice.
24. If there were to be a desire to undertake capital construction costs to improve coverage for Atkinson, that issue would be addressed at the time by a separate amendment not affecting the rest of the agreement.
25. That all parties agree that the Town of Plaistow will charge the Town of Atkinson an annual fee as listed below, which includes an annual 8.5% increase.
 - o January 1 – December 31, 2024 = \$47,500.00
 - o January 1 - December 31, 2025 = \$51,537.50
 - o January 1 - December 31, 2026 = \$55,918.19
 - o January 1 - December 31, 2027 = \$60,671.24
 - o January 1 - December 31, 2028 = \$65,828.29

NOTE: Billing and payments shall be done on a quarterly basis.

*****ALL ABOVE NEEDS TO BE CHANGED BASED ON NEW STRUCTURE AND PAYMENTS/ % INCREASE.**

26. Due to the agreed-upon improvements of the radio communication system in 2015 which benefit agencies in both Plaistow and Atkinson, an annual lease payment is paid to SBA Communications Corporation (hereafter "SBA") out of Boca Raton, FL. This payment is for equipment that was placed on a tower to SBA owns in Atkinson, NH referred to as "Plaistow West". As of January 1, 2024, the monthly cost of the lease is \$1,298.00 per month for an annual cost of \$15,576.00. This amount includes an annual 1.5% increase effective January 1, 2024 as

per the current contract with SBA. The costs for the annual lease will be paid equally by the following agencies (each shall pay 20% of the total):

- Plaistow Police Department
- Plaistow Fire Department
- Plaistow Emergency Management
- Atkinson Police Department
- Atkinson Fire Department

In 2024 each agency will pay \$259.60 per month for the lease.

Each year thereafter, each agency will pay 1/5 of the total amount per month for lease, based upon contractual agreement with SBA.

27. The five-year SBA contract commenced November 19, 2014 and includes "automatic renewal" language for subsequent years. This agreement between the Town of Plaistow and Atkinson as to the SBA contract signed between the Town of Plaistow and SBA. The Town of Plaistow shall receive approval from the Town of Atkinson not later than August 19, 2024 prior to committing Atkinson past the natural end of the SBA contract on November 19, 2024.
28. 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.

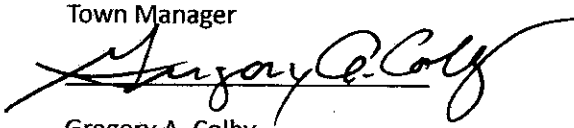
Town of Plaistow	Gregory A. Colby, Town Manager Plaistow Town Hall 145 Main St Plaistow, NH 03865
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Town of Atkinson	Board of Selectman Atkinson Town Hall 21 Academy Ave Atkinson, NH 03811
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This instrument 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


Gregory A. Colby

Date: 1/8/2024

Atkinson, New Hampshire
Selectboard

Beth Cacciotti
Chair

Date: _____

William M. Baldwin
Vice-Chair

Date: 01/08/2024

David Paquette
Member

Date: 1/8/24

Gregory S. Spero
Member

Date: 1-8-24

Robert Worden
Member

Date: 1/7/24