INTERMUNICIPAL AGREEMENT FOR EMERGENCY MEDICAL SERVICE BETWEEN THE TOWNS OF ALLENSTOWN AND PEMBROKE

THIS AGREEMENT is entered into between the Town of Allenstown and Pembroke (hereinafter, the "Towns"), and each understands and agrees to the commitments, terms and conditions contained in this inter-municipal Agreement (the "Agreement").

WHEREAS, the Towns seek to share the costs of an emergency medical service;

WHEREAS, both Towns have shared emergency medical service through Tri-Town Ambulance in the past;

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes, Annotated, permits "municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities[.]" RSA 53-A:1 (2012).

THEREFORE, pursuant to RSA 53-A, the Towns enter into this Agreement for emergency medical services, as follows:

1. DEFINITIONS.

The following definitions shall apply to the terms appearing in this Agreement:

A. "Agreement" shall mean this document, the Inter-municipal Agreement for Emergency Medical Services between the Towns of Allenstown and Pembroke.

B. "Emergency Medical Services (EMS)" shall mean all the duties relative to providing emergency medical services as that term is defined in RSA 153-A:2, VI (as amended) and N.H. Code of Administrative Rules, Saf-C 5900.40 (eff. 08 SEPT 2010).

C. "Fiscal Year" shall mean the calendar year beginning January 1 and ending December 31.

D. "Tri-Town Board of Directors" shall mean the oversight Board required by RSA 53-A:3, II(b) established in Section 4 of this Agreement. The Tri-Town Board of Directors shall constitute the governing body for the Tri-Town Emergency Medical Service.

E. The "Service" shall mean the emergency medical service established by this Agreement. The Service shall come into existence on or after July 1, 2012, and shall thereafter be responsible for emergency medical service in the Towns of Allenstown and Pembroke.

F. "Towns" shall mean both the Town of Allenstown and the Town of Pembroke.

2. NAME.

The Towns hereby constitute an emergency medical service to serve the interests of the citizens of the Towns. The name of the service shall be "Tri-Town EMS."

3. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to allow the Towns to jointly provide 24/7 emergency medical service and to share the costs associated with emergency medical service functions, including salary, benefits, training and equipment.

4. DURATION OF AGREEMENT.

This Agreement shall have an initial term of three (3) years, commencing April 1, 2012 and ending December 31, 2015. The initial term shall renew automatically on January 1, 2016, and every three (3) years thereafter for additional three (3) year terms unless earlier terminated under the provisions of Section 7 of this Agreement.

5. BOARD OF DIRECTORS.

Pursuant to RSA 53-A:3, II(b), a Tri-Town Board of Directors is hereby created to administer the service. The members shall be appointed in the manner described below. The initial term of appointment for all members shall commence on April 1, 2012 and end on December 31, 2013, and appointments thereafter shall be for a term of three (3) years.

A. Members. The Board shall consist of seven (7) members, consisting of the following:

1. the Town Administrators from each Town, appointed by the Select Boards of each Town; No expiration date.

2. the Fire Chiefs from each Town, appointed by the Select Boards of each Town; No expiration date.

3. two (2) at-large members, one from each Town, who shall each be residents of the said Town and appointed by the Select Boards of each Town;

4. one (1) employee of the Service, who shall be elected by the , part-time, per diem and full time paid employees of the Service from among non-management, part-time, per diem and full time paid employees of the Service. An employee representative to the Board of Directors may serve an unlimited number of terms over the course of this agreement and any renewals which may occur, but an employee representative may not serve two (2) terms consecutively. In the event the Employee Representative shall not be elected on or before January 31st of a given election year, the Board of Directors shall appoint an employee to serve a one year term or until the next election in the following December. .

5. Voting procedures for electing the Employee Representative shall comply with the following procedures. Qualifying employees who wish to be a candidate for election as the Employee Representative will announce their candidacy with the Director in writing no later than November 30th of any given election year. Election shall be by sealed ballot. Ballots will be issued by the Director to each member of the service who is qualified to vote. Voting members may hand deliver or mail their ballot to the Pembroke Town Clerk. Voting will be begin on December 5th and close on December 15th of any given election year.

B. Purpose of the Board of Directors. The Board of Directors shall constitute the governing body of the Tri-Town Emergency Medical Service.

C. Officers. At its first meeting, and then annually thereafter, the Board of Directors shall elect a Chairperson, Vice Chairperson and a Secretary from among its members. The Chair shall have the authority to call regular meetings, decide questions of order (subject to a vote of the Board of Directors) and to do any other thing commonly committed to the Chair under generally accepted rules of order (e.g. Roberts Rules of Order) or the common law; provided, however, that the Members of the Board of Directors may enact rules of procedure that specifically define the role of its officers.

D. Meetings. Subparagraph C notwithstanding, the Board of Directors shall meet no less than quarterly. All meetings shall be subject to the New Hampshire Right to Know Law, set out at RSA 91-A, as amended. The Chairperson shall ensure the posting of a proper notice of any meeting of the Board of Directors and shall record minutes as required by law.

E. Vacancies. (1) Members of the Board of Directors who may resign shall deliver to the Director of the Service a written letter of resignation. In any event, the Director shall provide written notice of any vacancy for any reason to the Board of Directors within seven (7) days of said vacancy.

(2) The Service Employees or the Select Board of the Town wherein the vacancy occurs shall appoint a successor within thirty (30) days of written

notice of the vacancy by the Director. In the event no successor is appointed, the Board of Directors shall appoint a successor to serve the balance of the vacant seat.

F. The at-large members shall not:

- be a member of the fire department of either Town at any time during the last five (5) years;
- be a member of Tri-Town EMS at any time during the last five (5) years;
- be an employee of either Town;
- be a family member of any such individual. "Family Member," for purposes of this Agreement, shall mean the spouse, parent, domestic partner, room-mate, sibling, first cousin, or child of a member of either Town, Tri-Town EMS, either Select Board or either Town Administrator.

G. (1). Acquisition of Real or Personal Property. The Board of Directors is authorized to acquire any interest in any real and personal property which may be necessary for the operation of the service. Title to any such real or personal property shall be held by the Service.

(2). Majority Required. All motions before the Board of Directors shall require a majority vote to pass, and any tie vote shall result in the defeat of any motion; provided, however, that any motion or act, including, without limitation, any budget item, that proposes to spend more than Fifteen Thousand Dollars ($15,000) shall require the support of not less than six (6) members of the Board of Directors.

6. FINANCIAL AGREEMENT.

A. Apportionment of Costs. Pursuant to RSA 53-A:11 (d), the Towns agree that they will apportion costs of the service as based on the ratio of each Town's number of calls to the total number of calls for the preceding three (3) calendar years in which data is available for the two towns.

B. Apportionment of Revenue. Revenue shall be apportioned between the Towns based on the origin of the call that produces any such revenue. In the event that revenue is generated from a call not originating in either Town, then the revenue shall be apportioned equally between the Towns.

C. Employment.

(1) The Town of Pembroke shall be the employer of record for employees of the Service and shall be responsible for managing employment related

expenses, including, but not limited to the payment of wages, benefits, retirement, payroll taxes and any applicable insurance coverage. The Town of Pembroke, however, has delegated all supervisory authority to the Board Directors, as described in Section 5, and none of the employees of the Service shall be subject to the personnel policies of the Town of Pembroke.

(2) The Town of Pembroke shall submit a statement of actual expenditures associated with employment related expenditures to the Town of Allenstown for Allenstown's share of said expenditures within the first week of every quarter, beginning the week of July 1, 2012. Allenstown shall pay said expenditures within thirty (30) days of its receipt of the statement thereof.

D. Establishment and Maintenance of Budget. On or before August 15 of each year, the Director of the Service shall submit a proposed operating budget for the following fiscal year to the Board of Directors. The Board of Directors shall thereafter review the budget at its next scheduled meeting and make necessary revisions thereto. On or before October 1 of each year, the Board of Directors shall submit the final operating budget to the Town Administrators of the Towns for dissemination to the Select Boards and Budget Committee(s) as may be required under the particular forms of government then in effect therein.

E. Consideration of the Budget. The Towns agree that their residents expect regular, uninterrupted ambulance service. Therefore, in the event that the legislative bodies in either or both Towns do not raise or appropriate the full amount necessary to fund that Town's obligations under this Agreement for a particular fiscal year, then the governing body of the said Town shall take all reasonable steps available under the Municipal Budget Act, set out at RSA 32, as amended, or any other statute then in force to supply said deficiency.

F. In the event any Town changes its Fiscal Year designation, the Board of Directors shall make a determination as to whether and how to change the apportionment formulas established in Section 6.

7. TERMINATION.

A. Mutual Agreement. This Agreement contains the entire agreement between the parties.

B. Termination Without Penalty.

(1) Either Town may terminate the Agreement at the end of the term then in effect upon affirmative vote of the said Town's governing body. The Select Board voting to terminate shall notify the other Town's Select Board and the Board of Directors established by this Agreement in writing at least one (1) year prior to the expiration of the term.

(2) The withdrawing Town shall be responsible for its share of employment related costs until the completion of the term.

(3) Termination under this subsection entitles the withdrawing Town to participate in the in the distribution of joint property as provided for in subsection (E) as set out below.

C. Termination With Penalty.

(1) Either Town may terminate the Agreement before the expiration of the term then in effect by affirmative vote of said Town's governing body. The Select Board voting to terminate shall notify the other Town's Select Board and the Board of Directors established by this Agreement in writing not less than three (3) months prior to the expiration of the term.

(2) The withdrawing Town shall be responsible for its share of employment related costs until the completion of the term.

(3) Termination under this subsection shall prohibit the withdrawing Town from participating in the distribution of joint property as provided for in subsection (E) as set out below.

D. Presumption of Renewal. In the event no notice is given of an intent to terminate as provided in subsections (B) or (C), both Towns are presumed to have consented to a renewal of the term as provided for in Section 3 of the Agreement.

E. Joint Property. Joint property of the Service shall be held by the Town of Pembroke during the term(s) of this Agreement. Upon termination, the Board of Directors shall commission a fair-market appraisal of the joint property on commercially reasonable terms. Selection of the appraiser shall be by competitive, sealed bids, The Appraiser shall render an opinion of value, which opinion shall be binding of the Towns. The value of the joint property shall be divided evenly between the Towns.

8. MISCELLANEOUS PROVISIONS.

A. Pursuant to RSA 53-A:3, IV, this agreement does not relieve either Town of any obligation or responsibility imposed upon it by law except to the extent of actually and timely performance thereof by a Board of Directors. Said performance may be offered in satisfaction of the obligation or responsibility.

B. Pursuant to RSA 53-A:3, V, this Agreement shall be submitted to the Attorney General, who shall determine whether the Agreement is in proper form and compatible with the laws of the State of New Hampshire.

C. Pursuant to RSA 53-A:4, this Agreement shall be filed with the Clerk of each Municipality and with the New Hampshire Secretary of State.

D. Pursuant to RSA 53-A:5, this Agreement shall be submitted to the Department of Revenue Administration as a condition precedent to its entry into force. This submission and approval shall be in addition to and not in substitution of the requirement that it be submitted to and approved by the Attorney General.

ADOPTED BY THE SELECT BOARDS OF THE TOWN OF ALLENSTOWN AND THE TOWN PEMBROKE, in regular session, on the dates indicated below and supercedes any previous document:

TOWN OF ALLENSTOWN:

Jason Tardiff

JASON TARDIFF, Chairman

Date: 02/24/2015, 2015

Jeff Gryval

JEFFREY GRYVAL, Selectmen

Date: 02/24/2015, 2015

Kate A. Walker

KATE WALKER, Selectmen

Date: 02/24/2015, 2015

Attest: K. Rodgers

KATHLEEN RODGERS, Town Clerk

TOWN OF PEMBROKE

Justine M. Courtemanche — Date: 3/2/, 2015
JUSTINE M. COURTEMANCHE, Chair

Fred Kline — Date: 3/2/15, 2015
FRED KLINE, Vice Chair

David A. Sheldon — Date: 3/2/15, 2015
DAVID A. SHELDON, JR., Selectmen

Vincent E. Greco — Date: 3-2-15, 2015
VINCENT E. GRECO, Selectmen

Michael Crockwell — Date: 3/2/15, 2015
MICHAEL CROCKWELL, Selectmen

Attest: James F. Goff
JAMES GOFF, Town Clerk

Revision 3 Approved February 23rd, 2015