

**INTERMUNICIPAL AGREEMENT FOR
AMBULANCE 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 ambulance service;

WHEREAS, both Towns have shared ambulance 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 ambulance 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 Ambulance Services between the Towns of Allenstown and Pembroke.
- B. "Ambulance services" 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. "Joint Board" shall mean the oversight Board required by RSA 53-A:3, II(b) established in Section 4 of this Agreement. The Joint Board shall come into existence on or after April 1, 2012.

E. The "Service" shall mean the ambulance service established by this Agreement. The Service shall come into existence on or after July 1, 2012, and shall thereafter be responsible for ambulance 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 ambulance 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 ambulance service and to share the costs associated with ambulance 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. JOINT BOARD.

Pursuant to RSA 53-A:3, II(b), a Joint Board 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 one (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 volunteer, 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 Joint Board 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 April 1, 2012, the Joint Board shall appoint an employee to serve the initial term.

B. Purpose of the Joint Board. The purpose of the Joint Board is to hire and supervise a Director of the Service, to establish, in conjunction with the Director, general policies for the Service and to oversee in all respects matters related to the Service. The Joint Board shall have the sole authority to decide the Director's compensation, performance, discipline and discharge. The Joint Board shall have the authority to approve an annual operating budget that shall be transmitted to the Towns pursuant to Section 6(D) of this Agreement.

C. Officers. At its first meeting, and then annually thereafter, the Joint Board shall elect a Chair and a Clerk from among its members. The Chair shall have the authority to call regular meetings, decide questions of order (subject to a vote of the Joint Board) 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 Joint Board may enact rules of procedure that specifically define the role of its officers.

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

E. Vacancies. (1) Members of the Joint Board 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 Joint Board, Service Employees and the Select Boards of each Town 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 Joint Board 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 Ambulance at any time during the last five (5) years;
- be an employee of either Town;
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- 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 Tri-Town Ambulance.

G. (1). Acquisition of Real or Personal Property. The Joint Board 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 Joint Board 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 Joint Board.

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.

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, in the first instance, for 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 Joint

Board, 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 Joint Board. The Joint Board shall thereafter review the budget at its next scheduled meeting and make necessary revisions thereto. On or before October 1 of each year, the Joint Board 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 Joint Board 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 Joint Board 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 Joint Board 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 Joint Board 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 Joint Board. 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.

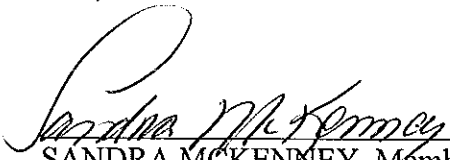
ADOPTED BY THE SELECT BOARDS OF THE TOWN OF ALLENSTOWN AND THE TOWN PEMBROKE, in regular session, on the dates indicated below and supersedes any previous document:

TOWN OF ALLENSTOWN:

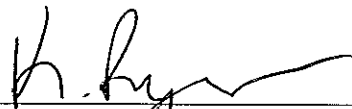
JASON TARDIFF, Chair Date: _____, 2013



JEFFREY GRYVAL, Member Date: 12-9, 2013



SANDRA MCKENNEY, Member Date: 1209, 2013

Attest: 

DIANE DEMERS, Town Clerk

TOWN OF PEMBROKE

JUSTINE M. COURTEMANCHE, Chair

Date: _____, 2013

FRED KLINE, Vice Chair

Date: _____, 2013

DAVID A. SHELDON, JR., Member

Date: _____, 2013

ROBERT G. SAMSON, Member

Date: _____, 2013

VINCENT E GRECO, Member

Date: _____, 2013

Attest: _____
JAMES GOFF, Town Clerk