

WAKEFIELD/BROOKFIELD MUNICIPAL SERVICES AGREEMENT
(Police/Fire/Ambulance)

THIS AGREEMENT is entered into this date by and between the **TOWN OF WAKEFIELD**, a municipal corporation, having its principal place of business at the Wakefield Town Hall, Wakefield, Carroll County, New Hampshire, and having a mailing address of: 2 High Street, Sanbornville, New Hampshire 03872 (hereinafter "Wakefield"), and the **TOWN OF BROOKFIELD**, a municipal corporation, having its principal place of business at the Brookfield Town Hall, Brookfield, Carroll County, New Hampshire, and having a mailing address of: P.O. Box 800, Sanbornville, New Hampshire 03872 (hereinafter "Brookfield").

WHEREAS, Brookfield wishes to provide municipal police, fire, and ambulance services for its citizens, and

WHEREAS, Wakefield is in a position, through its municipal police department, fire department, and ambulance corps to provide municipal services to Brookfield.

NOW THEREFORE, Brookfield and Wakefield hereby agree as follows:

Except as otherwise provided herein, Wakefield will provide municipal police, fire, and ambulance services to Brookfield in the same manner and kind, by Wakefield personnel, that it provides in Wakefield as follows:

I. Duration/Fiscal Year.

This Agreement shall be in effect until terminated by either party in accord with the termination provisions of Article V hereof.

The obligations of the parties hereto, unless the context requires otherwise, shall be based upon a calendar year (January 1 – December 31).

II. Organization.

This Agreement shall be administered by the Board of Selectmen of the Town of Wakefield with participation and input from the Selectmen of the Town of Brookfield.

III. Purpose.

It is understood that the purpose of this Agreement as further delineated herein is to clarify the relationship between Wakefield and Brookfield with regard to the use and responsibility for operation and costs associated with provision of municipal police, fire, and ambulance services. In particular:

A. Police Services:

i.) The hours of police patrol and response provided by Wakefield to Brookfield will be the same as those provided within the Town of Wakefield: Seven days per week, 24 hour/day response to all calls for service, including accidents and fire/rescue calls, which will be handled on a priority basis as determined by Wakefield, but in a manner no different than if Brookfield were actually a part of Wakefield. Calls for cases involving violence or physical injury will be given first priority whether in Wakefield or Brookfield.

ii.) Follow-up of all cases after initial investigation including the full investigation of all cases that involve criminal activity by an assigned officer, utilizing Wakefield's standard methods for processing and disposing of evidence/property, and providing for the prosecution of all cases in Court.

iii.) The Wakefield Police Department will provide to the Brookfield Board of Selectmen police statistics and reports on Brookfield activity on an annual basis, and the Wakefield Chief of Police will meet with the Brookfield Board of Selectmen as necessary to review service issues and to provide and receive information relative to the needs of the community.

iv.) Complaints from Brookfield residents about police officers will be handled through the Wakefield Police Department internal review and investigation process and Brookfield Selectmen will be provided with information regarding problems in this area.

B. Fire Services:

The hours of fire protection and response provided by Wakefield to Brookfield will be the same as those provided within the Town of Wakefield: Seven days per week, 24 hour/day response to all calls for service, including accidents and fire/rescue calls, which will be handled on a priority basis as determined by Wakefield, but in a manner no different than if Brookfield were actually a part of Wakefield. Calls for cases involving violence or physical injury will be given first priority whether in Wakefield or Brookfield. Forest fire suppression services are not included under this agreement, but rather will be billed separately under mutual aid.

C. Ambulance Services:

The hours of ambulance response provided by Wakefield to Brookfield will be the same as those provided within the Town of Wakefield: Seven days per week, 24 hour/day response to all calls for service, including accidents and fire/rescue calls, which will be handled on a priority basis as determined by Wakefield, but in a manner no different than if Brookfield were actually a part of Wakefield. Calls for cases involving severe physical injury will be given first priority whether in Wakefield or Brookfield.

IV. Brookfield's Share/Payment.

A. Fee For Services. The annual fee for provision of police, fire and ambulance services contemplated hereunder shall be One Hundred Ten Thousand Nine Hundred Sixty Dollars (\$110,960.00) for the 2003 calendar year (January 1, 2003 – December 31, 2003), plus any amount payable pursuant to Paragraph B "Insurance Surcharge" below. The annual fee for subsequent years shall be determined by Wakefield, after any requested discussion with the Brookfield selectmen and consideration of all relevant factors which in Wakefield's sole discretion it deems appropriate, which factors may include but not necessarily limited to Wakefield's actual and projected costs for provision of similar services to Wakefield residents, plus an amount to cover administrative costs. The estimated annual fee for each subsequent year shall be communicated to Brookfield by no later than November 15, and the actual (finalized) figure (if different from the estimated annual fee) shall be communicated to Brookfield as soon as possible thereafter following input from the Wakefield Budget Committee, but in no event later than February 15.

B. Insurance Surcharge. The parties are members of the New Hampshire Municipal Association Property Liability Trust insurance program ("Trust"). Because the Trust is a risk-sharing Agreement, each party agrees by its participation in the Trust to waive any claim it may have against the other party or its public officials, employees, or volunteers, to the extent that the Trust Agreement affords protection to the other party, its public officials, employees or volunteers.

In the event Brookfield ceases to be a member of the Trust, then Wakefield will extend its insurance coverage to provide the same liability and other types of insurance coverage for the services it provides in Brookfield as are in effect for Wakefield, and Wakefield will include Brookfield as a named insured on these policies. The increase in insurance premium costs plus a five percent (5%) administrative fee shall be the responsibility of Brookfield, and payable in full by Brookfield within thirty (30) days of the date of invoice from Wakefield. In the event, however, Wakefield is unable to extend its coverage to Brookfield, Brookfield shall immediately obtain such coverage as may reasonably be required by Wakefield at Brookfield's sole expense.

C. Payment. Payment of the Fee for Service shall be in four equal installments, in advance, on or before January 1, April 1, July 1, and October 1 of each year. The January 1 payment (in the absence of the actual (finalized) annual fee) shall be based upon the estimated annual fee. Any increase or decrease to Brookfield's total obligation depending upon the actual annual fee charged shall be equally prorated in the April 1, July 1, and October 1 payments.

Wakefield shall invoice Brookfield at least fifteen (15) days prior to the payment date.

D. Reconciliation (Year 2003 Only). For the 2003 calendar year (January 1, 2003 – December 31, 2003), Wakefield shall cause a reconciliation of the amounts actually expended for services provided under this Agreement in the following manner.

Prior to the payment due July 1, 2004 pursuant to paragraph C "Payment" above, Wakefield shall obtain from its auditor a reconciliation of the total expenditures (inclusive of operating expenses, capital reserve contributions, etc.) incurred by Wakefield for services provided under this Agreement for the calendar year 2003. Wakefield shall deduct from the total expenditures the amount of funds it received from grants used to offset such expenditures, but shall not deduct any other amounts (such as sale of decommissioned vehicles and equipment, fines paid to Wakefield, interest credits, etc.). Wakefield shall multiply the net expenditures (total expenditures less grants) by thirteen percent (13%). This amount shall then be increased by a ten percent (10%) administrative fee to arrive at "Brookfield's Share." If Brookfield's Share is less than \$110,960.00, then Brookfield's July 1, 2004 payment shall be reduced by the difference between the two figures. If Brookfield's Share is more than \$110,960.00, then Brookfield's July 1, 2004 payment shall be increased by the difference between the two figures.

V. Termination of Agreement.

~~This Agreement may be terminated at the request of either party, with or without cause. The effective date of termination shall not occur prior to 11:59 p.m. on the ninetieth (90th) day after the date of mailing to the other party a Notice of Termination. The Notice of Termination shall be sent by registered or certified mail, return receipt requested, and by first class mail, to the other party's last known mailing address. The Notice shall include, at a minimum, reference to this Agreement, and the date upon which the termination is effective.~~

VI. Acquisition of Property.

All property, real and personal, acquired for the operation of the services provided herein shall be held in the name of Wakefield only. Brookfield shall claim no equitable or legal title interest in any of the property acquired by the Town of Wakefield for operation of said services.

VII. Approval of Attorney General.

Prior to and as a condition precedent to the entry into force of this Agreement, this Agreement shall be submitted to the Attorney General of New Hampshire who shall determine whether this Agreement is in proper form and compatible with the laws of the State of New Hampshire. Failure of the New Hampshire Attorney General's Office to disapprove this Agreement within thirty (30) days of its submission shall constitute approval hereunder, pursuant to RSA 53-A:3,V.

VIII. Filing of Agreement.

Prior to its entry into force, this Agreement shall be filed with the Clerk of the Town of Wakefield, the Clerk of the Town of Brookfield, and the New Hampshire Secretary of

State.

IX. Default.

An action shall be maintainable against either municipality whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the other municipality. Remedies may include, but are not limited to, damages, attorney's fees, costs, and rescission of the Agreement.

X. Severability.

If any portion of this Agreement shall be held to be invalid or illegal, such portion of the Agreement shall be stricken and shall not affect the validity of the remaining portions of this Agreement.

XI. Effective Date.

This Agreement shall become effective on the passage of the appropriate article submitted to the Towns' respective Town Meetings as provided herein.

XII. Enactment.

The respective Towns shall cause to be submitted to the voters at the annual 2003 Town Meeting an article to be placed on the warrants in the form substantially as follows:

"To see if the Town will vote to enter into an Intergovernmental Agreement with the Town of (Brookfield/Wakefield) for the provision of Police, Fire, and Ambulance Services and to authorize the Board of Selectmen to negotiate the terms thereof on behalf of the Town. (Majority vote required)."

Executed in quadruplicate on the date set forth below.

TOWN OF BROOKFIELD
By the Board of Selectmen

6/7/03

Date

6/8/03

Date

Robert Russo


Robert Russo, Chairperson

Robert C. Leonard

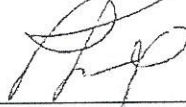
Robert C. Leonard

6/8/03

Date


William G. Nelson, Sr.

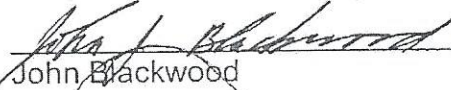
TOWN OF WAKEFIELD
By the Board of Selectmen



Paul Morrill, Chairperson

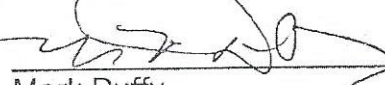
6/25/03

Date


John Blackwood

6/25/03

Date


Mark Duffy

APPROVED AS TO FORM: RSA 53-A

OFFICE OF THE ATTORNEY GENERAL

7/14/03
Date

By: 