

**To:** Boards of Selectmen, Town Administrators, Aquinnah, Chilmark and West Tisbury

**From:** Richard Knabel      **Date:** October 28, 2011

**RE:** Final Language for Tri-Town Agreement revision

Attached is the language agreed to at the joint meeting of selectmen on October 27.

The changes are in Sections 2, 3, and 5.

Each board now needs to take action.

Please feel free to contact me if there are questions or concerns.

## AGREEMENT RE TRI-TOWN AMBULANCE SERVICE

This agreement is entered as of the first day of December 2011 among the Towns of Aquinnah, Chilmark and West Tisbury, hereinafter referred to as the "three Towns" or the "Towns," each a municipal corporation situated in the Commonwealth of Massachusetts.

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WHEREAS, the three Towns have since 1976 joined in a three-party agreement to promote the health and welfare of the inhabitants of said Towns and other persons therein, by providing an ambulance service, now known as Tri-Town Ambulance Service, in accordance with the requirements of Massachusetts General Laws c.111C and rules and regulations of the State Department of Health and Emergency Medical Care Advisory Board promulgated thereunder; and,

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WHEREAS, each Town has acquired an ambulance to be operated jointly for their mutual benefit, and to be garaged in their respective towns; and,

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WHEREAS the procedures and policies for the operation and maintenance of said ambulances are determined by the Tri-Town Ambulance Committee by said three party agreement, hereinafter defined; and,

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WHEREAS, the Town of Chilmark has established a Tri-Town Ambulance Fund account and has agreed to act as fiscal agent for the three Towns without charge therefore, facilitating the maintenance, repairing, dispatching, insuring, and operation of the ambulance, receiving bills therefore, and receiving payment from each of the three Towns of each Town's share, as hereinafter defined, and paying such bills promptly; provided, however, that the Tri-Town Ambulance Service through its Chief shall not incur obligations in excess of the then remaining balance of the Tri-Town Ambulance Fund, described below;

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NOW THEREFORE, in consideration of the agreements herein contained, the Towns of Aquinnah, Chilmark and West Tisbury agree as follows:

1. Each of the towns hereby consents to the Town of Chilmark acting as the fiscal agent for each in processing the expenses of and receiving revenues for the operation of the Tri-Town Ambulance Service, hereinafter referred to as Tri-Town.

(a) The Town of Chilmark hereby agrees to act as fiscal agent for the three towns as herein provided without charge therefore.

(b) The Town of Chilmark hereby agrees to create and maintain a segregated account called the Tri-Town Ambulance Fund into which will be deposited the respective shares of the Tri-Town budget from each town. Such revenues for service as may be received by Tri-Town shall be held separately in an account designated for this purpose.

c) Each town hereby agrees to forward to the Town of Chilmark for deposit into the Tri-Town Ambulance Fund such town's entire appropriation for its annual share of the Tri-Town budget by July 30 of the fiscal year for which the appropriation is made.

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d) The Town of Chilmark hereby agrees to pay promptly all bills incurred by the operation of Tri-Town from the Tri-Town Ambulance Fund.

(e) The Town of Chilmark hereby agrees to provide an annual accounting of all expenses paid and revenues received in the previous fiscal year for the operation of Tri-Town, and to make monthly reports available upon request.

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2. All costs incurred and revenues received in the operation of Tri-Town shall be shared as follows:

a) All costs and revenues shall be shared equally by the member towns.

b) Revenues received by Tri-Town as insurance reimbursements shall be distributed as follows: 20% to the Capital Improvements and Replacement Fund. The remaining 80% to be credited equally to the member towns.

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3. The Tri-Town Ambulance Committee (the Committee) shall consist of three Selectmen, one from each Town selected from time to time by such town's Board of Selectmen, with the Chief of Tri-Town and the Martha's Vineyard Hospital Director of Emergency Medicine both serving ex-officio on the Committee without a vote. The Committee shall make policy decisions, conduct annual evaluations of the Chief (or more often as they deem appropriate), review and approve the annual proposed budget presented by the Chief and act on budget changes if and when appropriate. All operational decisions shall be the responsibility of the Chief subject to the review of the Committee if and when appropriate.

4. The chairmanship of said Committee shall be rotated on an annual basis, except that a member newly appointed to the Committee shall not be required to assume the Chair until having served on the Committee for at least one year.

5. The Committee shall be responsible for personnel searches to fill the position of Chief of Tri-Town. The Committee shall recommend to the three boards of selectmen a nominee for the position. If the Boards of Selectmen ask for more recommendations, e.g., a list of three candidates, the Committee will comply with such request. Since the entire staff consists of employees of Chilmark, and the authority to appoint and to terminate is non-delegable under law, ultimate hiring and firing decisions can only be made by the Chilmark Board of Selectmen and will follow the Chilmark Personnel/Human Resources By-Law. However, the Board of Selectmen in Chilmark agrees only to appoint an individual that the majority of the three Boards of Selectmen find acceptable. Removal of a Chief shall follow the Chilmark Personnel/Human Resources procedure; however, the chief may appeal any termination to the three Boards of Selectmen, sitting in joint session, with each board having one vote and a majority vote being required to uphold, overturn or modify any termination.

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6. The Committee shall be responsible for evaluating on an annual basis (or more frequently as may be deemed appropriate) the performance of the Chief in accordance with the Personnel Bylaw of the Town of Chilmark.

7. The Committee shall meet quarterly to conduct such business as may come before it. The Chair or the Chief may call a special meeting for circumstances demanding attention between quarterly meetings.

8. All Tri-Town personnel shall be subject to the Town of Chilmark Personnel/Human Resources bylaw.

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9. The Chief shall be responsible for conducting personnel searches for such other paid positions as may be approved by the Committee and appropriated for by the towns, and shall recommend to the Committee the hiring, and termination, of such personnel as necessary. The Chief shall take the decisions of the Committee in personnel matters to the Chilmark Selectmen for their approval.

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10. The Chief shall be responsible for preparing and submitting to the Committee an annual budget for the operation of Tri-Town for the following fiscal year no later than December 31 of the previous calendar year. The Committee shall review and approve a budget prior to its submission to the various Finance Committees of the three member towns.

11. This agreement shall have an initial term of ending June 30, 2014. However, thereafter, unless and until any party notifies the other parties by December 31<sup>st</sup> of any year of its intention to renegotiate and/or terminate this

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agreement, it will automatically renew itself for successive one-year terms starting on the following July 1<sup>st</sup>.

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APPROVED:

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| Date_____                              | Date_____                              | Date_____                                  |
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| Board of Selectmen<br>Town of Aquinnah | Board of Selectmen<br>Town of Chilmark | Board of Selectmen<br>Town of West Tisbury |