

~~Memorandum of~~ Agreement between
the Dukes County Sheriff
And the Town of
For the provision of technical services
Entered into on _____, 2018

THIS AGREEMENT (~~the "Agreement"~~) entered into by and between the Dukes County Sheriff (Sheriff") as an Agency of the Commonwealth of Massachusetts and the Town of _____ ("the ~~Customer~~Town").

The Sheriff and the ~~Customer-Town~~ enter into this ~~Memorandum of~~ Agreement (~~MOA~~) for the purpose of the provision of services as further specified here, and agree as follows:

1. Services

~~Upon request by the Town, t~~The Sheriff shall provide ~~the Town, using with~~ Sheriff's staff and resources, technical support ~~services to maintain the Town's communications and of~~ radio equipment at the ~~Sheriff's~~ standard hourly detail rate of fifty-five dollars (\$55.00) for scheduled work and premium hourly detail rate of eighty-two-dollars-and-fifty cents (\$82.50) for unscheduled work. Scheduled work will have a minimum charge of one (1) hour, and unscheduled work will have a minimum charge of two (2) hours. ~~[May want to ask for 1 hour minimum for unscheduled work.]~~ Additional time for scheduled and unscheduled work will be billed in fifteen (15) minute increments, representing actual time worked, at the applicable hourly rate. Said services shall include, if requested, the management, design and implementation of existing and future communication equipment ~~and any other technical support requested by the Town. The technical support services shall be performed by properly licensed and qualified technicians only.~~

2. Payment

~~The Sheriff shall provide the Town with invoices containing specifics of tasks performed, time devoted to such tasks, and other specificity so that the Town can reasonably ascertain the work performed. Upon acceptance of the Sheriff's invoice, t~~The Customer shall pay invoiced detail services within thirty (30) days to the designated account of the Sheriff, currently the Sheriff's Fund #835, administered by the County of Dukes County, subject to change upon a receipt of a written notice from the Sheriff. All detail billing shall include a ten per cent (10%) administrative fee, used to offset the fund management.

3. Term

This ~~A~~greement will be effective starting ~~the date first mentioned above~~ _____, ending on June 30, 2018. ~~The term will and~~ renew automatically for additional year, starting on July 1st ~~of the subsequent year,~~ unless terminated according to Section 9~~7~~ of this agreement.

4. Indemnification

The ~~Customer-Town~~ shall indemnify the Sheriff from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the ~~Customer's-Town's~~ performance under this ~~A~~greement but only to the extent and in an amount for which the ~~Customer-Town~~ would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

The Sheriff shall indemnify the Customer from any and all debts, demands, actions, causes of action, suits accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whotsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Sheriff's performance under this agreement but only to the extent and in an amount for which the Sheriff would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

5. Waivers.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Sheriff and the Customer. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default of breach shall constitute a waiver of any subsequent default or breach.

6. Amendments

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with all other regulations and requirements of law.

7. Force Majeure.

Neither the Sheriff nor the Customer-Town shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of the enemy, wars, natural disasters, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

8. Assignability

Neither the Sheriff nor the Customer shall assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of both parties.

9. Termination

This Agreement may be terminated by either party for any reason by written notice, specifying the effective termination date, received by the other party no later than May 1st for termination by June 30th. for any given year, which termination shall take effect no earlier than (1) calendar days from receipt of the notice of termination. The termination notice must be sent by hand delivery or certified mail, return receipt requested. Such notice shall be signed by an authorized officials-signatory of the party. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Sheriff and the Customer-Town shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

10. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the agreement continues to reflect the intention of the parties.

11. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Notices.

Any notice permitted or required hereunder to be given or served on the Sheriff and/or the Customer Town shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United States Postal Service as set forth below:

13. Disputes.

Any dispute with respect to an alleged breach of any representation, warranty, agreement, or covenant of this Agreement, including any dispute relating to the construction or interpretation of the rights and obligations of any party, which is not resolved through discussion between the parties or by any informal

or formal mediation process to which they may agree, shall be resolved in the Courts of Dukes County, which the parties agree is the sole venue applicable.

Robert W. Ogden
Dukes County Sheriff
PO. Box 252
Edgartown, MA 02539

WITNESS OUR HANDS AND SEALS as of the first date written above.

Robert W. Ogden
Dukes County Sheriff

Date

Date