

INTERMUNICIPAL AGREEMENT
SHARED FIRE CHIEF AND DEPARTMENT SERVICES

This Intermunicipal Agreement (hereinafter "IMA"), made this th19 day of October 2020 by and between the Town of West Stockbridge, acting by and through its Select Board, and the Town of Richmond, acting by and through its Board of Selectmen, is entered into in accordance with G.L. c. 40, §4A..

WHEREAS, under the laws of the Commonwealth, both West Stockbridge and Richmond maintain a fire department;

WHEREAS, both Towns have accepted the provisions of the so-called Strong Fire Chief statute, G.L. c. 48, §42-44;

WHEREAS, Steve Traver currently serves as the Fire Chief for the Town of Richmond;

WHEREAS, Steve Traver currently serves as the Interim Fire Chief for the Town of West Stockbridge;

WHEREAS, the Towns want to define the authority and duties of said position, and departments as well as the responsibility of the Towns to pay for such services;

NOW THEREFORE the Towns agree as follows:

1. The Town of West Stockbridge shall appoint Chief Traver to serve as its Fire Chief, with the understanding that he will serve as the Fire Chief for both West Stockbridge and Richmond.
2. In Chief Traver's absence, both departments shall follow the mandates set forth by the Incident Command System and each shall follow their respective department's relevant Standard Operating Guidelines ("SOG") and Protocols.
3. The cost of repairs on existing equipment will remain the responsibility of the Town owning said equipment, except for the Fire Chief's car, for which the maintenance and repair costs shall be borne equally by the parties.
4. Chief Traver's salary shall be set by agreement to be signed by both Towns, acting through their Town Administrators, with approval of the Select Board/Board of Selectmen. The anticipated budget is set forth in Attachment A. Based on the actions of the Towns' Annual or Special Town Meetings, an amended budget may be agreed upon and appended to this Agreement.
5. The Town Administrators of each Town shall coordinate with Chief Traver and their respective Select Board/ Board of Selectmen on any necessary actions or discussions on matters of budgets, policy, operations, personnel and logistics.

6. The fire departments of West Stockbridge and Richmond shall be toned out simultaneously for all calls arising from incidents in either Town. Members of either Town's fire department will respond as detailed in the SOG of their respective Town. For carbon monoxide and fire alarms, members will respond based on need through the "I am responding" application.
7. Members of each Town's fire department shall be paid for their response to calls and will be paid out of each Town's respective budget. Members of Richmond Fire will be paid out of their account for all calls responded to and members of West Stockbridge will be paid out of their account for all calls responded to.
8. Members employed in the position of Emergency Medical Technician (EMT) shall be considered members of the Richmond Fire Department and shall function under the policies and procedures of Richmond Ambulance. The personnel costs for this service will be paid out of the Richmond Ambulance budget per call attended. Costs for this payment will be shared with West Stockbridge and will be billed three times per year based on the number of calls responded to in the Town of West Stockbridge
9. Purchase and maintenance costs for any new equipment will be shared equally by the parties. A separate IMA will be negotiated for equipment jointly purchased after the date of this Agreement.
10. Grants applied for jointly will be reviewed by the Town Administrators of each Town and the Fire Chief.
11. Each Town will cover its own members on their respective insurance policies for the term of this agreement. If the agreement is renewed, the Towns agree to purchase a joint policy and the cost of the joint policy will be split.
12. Any disciplinary hearings resulting from the actions of the Fire Chief shall be held by the Select Board/Board of Selectmen or other appropriate authority in the community in which the action originated.
13. Any proceeds from enforcement action - such as fines or court-imposed fines or their penalties - will be paid to the community in which the enforcement action took place. Any costs, such as legal fees, will be paid by the community in which the enforcement action took place.
14. Should complaints be received concerning the action of the Fire Chief, the Town Administrator from the community in which the action took place will take steps to address the matter. Any liability for fire response incidents shall be borne by the Town where the incident occurred.

15. MISCELLANEOUS:

- a. Amendment: This Agreement may only be amended or modified by written document signed by the parties.
- b. Fiscal Year: The term Fiscal Year hereunder shall be as that term is defined by Massachusetts Governmental law.
- c. Governing Law: This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and any dispute hereunder shall be directed to the appropriate court within Berkshire County.

This Agreement will remain in effect for 1 year from the date of execution or until either Board gives not less than thirty days prior notice of its intention to withdraw from this Agreement.

ATTACHMENT A

INTERMUNICIPAL AGREEMENT

Salary Agreement

The Town of Richmond will pay Fire Chief Steve Traver an annual salary of \$15,914.00 paid out monthly for FY21.

The Town of West Stockbridge will pay Fire Chief Steve Traver a stipend of \$500 to be paid out at the end of the Fiscal Year. He will also receive \$40 on every Inspection he completes each month.

IN WITNESS WHEREOF, the Towns of Richmond and West Stockbridge have caused this Agreement to be signed and executed on their behalf by its Select Board/Board of Selectmen, the Town Administrator of Richmond, the Town Administrator of West Stockbridge and duly attested by the respective Town Clerks, and approved to form by respective Town Counsel. This Agreement signed and executed in duplicate, the day and year first above written.

The Town of West Stockbridge

By vote dated October 19, 2020

By its Select Board

Eric G. Smith

Kirk S. Searcy

Roger Kavanagh

The Town of Richmond

By vote dated October 2020

By its Board of Selectmen

R. W. Montgomery

Alan B. Hanson

N. P. P.