

**MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT AND MAINTENANCE OF
THE DUKES COUNTY
EMERGENCY MANAGEMENT ASSOCIATION**

This AGREEMENT is entered into by and between the towns of Aquinnah, Chilmark, Edgartown, Gosnold, Oak Bluffs, Tisbury, West Tisbury (hereinafter collectively “the Member Towns” and individually by the town’s name) and the County of Dukes County (hereinafter “the County”)(with the Member Towns, the “Parties”) in order to establish the Dukes County Emergency Management Association on this ____ day of _____, 2024, as follows:

WHEREAS, each of the Parties is empowered by law to staff, maintain and operate various emergency management personnel as a proper governmental function and service, and

WHEREAS, the Select Boards of the Member Towns and the County agree that they share many of the same emergency management challenges and could therefore benefit from collaboration in addressing those challenges, and

WHEREAS, each of the Member Towns and the County has determined that it is mutually beneficial to share among them the services and costs associated with the employment of a Regional Emergency Management Coordinator (Regional EMC) to assist the Emergency Managers of the Member Towns and to share the associated costs to achieve the goals of the Parties, and

WHEREAS, each Member Town and the County has authority to enter into this Agreement pursuant to M.G.L. c. 40, § 4A, and

NOW, THEREFORE, the Member Towns and the County, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

1. **Association Name.** The Member Towns and the County hereby establish the Dukes County Emergency Management Association (the “Association”).
2. **Purpose.** The Association is established to share emergency management related information as well as share the cost of county-wide initiatives, including funding to pay the Regional EMC to assist all Island Emergency Managers with planning and to monitor emergency management issues and events.
3. **Term.** The Association shall exist for a period of twenty years or until dissolved by mutual agreement of all the Member Towns.
4. **Representatives.** The Member Town’s Emergency Management Directors and the County Manager, or their designees, shall represent the Member Towns and the County in conducting business of the Association.
5. **Financial Contributions.** Each Town Member and the County shall contribute funding for the county-wide initiatives, including the EMC positions as follows: The Towns of Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury agree to pay annually, at

an initial rate of \$5,000 per fiscal year, subject to annual town appropriation either within a Member Town's EMD department budget or specific appropriation for this purpose. Town of Aquinnah agrees to pay \$1,000 per fiscal year, subject to annual budget appropriation. The County and the Town of Gosnold agree to pay \$500 per fiscal year, subject to annual budget appropriation.

Bills will be due within 30 days of the beginning of each contract year. The current contract year will begin on April 1, 2024. Subsequent years' payment amounts may be changed by agreement of the Association and notification to the Member Towns at least five months prior to the beginning of each fiscal year and subject to town appropriation. The payments will be used to pay for the salary and equipment needed to fulfill the position and duties of Regional Emergency Coordinator, such expenses to be shared as outlined above. The Association may also seek grants from other sources to assist in the funding.

6. Fiduciary Agent. The Fiduciary Agent shall invoice and receive all funding as agreed on by the Member Towns; collect any past due funding; receive any grants to the Association; and process and make all expenditures on behalf of the Association upon the approval of valid invoices submitted by the Association.

The Association shall delegate to one of the Member Town or County representatives the authority to act on the Association's behalf in any financial matters; such delegation to be made by vote of the Association and notification to the Fiduciary Agent. In the absence of such a delegation, the Chair of the Association shall act as such designee. Payroll for the Regional EMC position, as well as any expenses paid out for the regional EMC program, will be signed by the designee in accordance with the Fiduciary Agent's warrant schedule.

The Fiduciary Agent agrees to maintain files relating to the activities of the Association, to provide financial reports to the Member Towns and the County, and to assure that its municipal officers maintain appropriate performance bond.

It is agreed that the Town of West Tisbury will be the fiduciary agent for the Association for a period of up to three years, expiring June 30, 2027.

The Association may change the acting fiduciary agent in any fiscal year. In the event of a change, the prior town acting as such will transfer the remaining fund balance to the new fiduciary agent within thirty (30) days of the notification of the change.

7. Meetings. The Association shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, as may be amended from time to time. Each Member Town and the County shall have one vote. Every voting member shall have an equal voice in determining shared priorities, protocols, priorities, and the services to be provided by the Regional EMC. A majority of the Parties shall constitute a quorum for the purposes of transacting business, and may act by a simple majority of members present and voting, unless otherwise provided herein or as required by law. The Association shall vote to elect a Chair and Vice-Chair annually.

8. Termination. A Member Town or the County may terminate its participation in the Association by notifying all the other remaining Select Boards and Emergency Managers of the Association and the County at least sixty (60) days prior to the start of a new fiscal year. The terminating Town shall receive a refund of its prorated share of any remaining fund balance within thirty (30) days of the conclusion of their last fiscal year of participation.

9. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. The Parties acknowledge that they have not relied on any representations by any other party or by anyone acting or purporting to act for another party or for whose actions any other party is responsible, other than the express, written representations set forth herein. Each party acknowledges and agrees that it has had the opportunity to review this Agreement with counsel, if it so desires, and that it enters into this Agreement understanding that it is a legal document with binding obligations. This Agreement was jointly drafted by the parties, and no rule of construction construing any interpretation of any provision hereof against the drafter shall apply in the interpretation of this Agreement. Nothing in this Agreement shall create a contractual relationship or cause of action in favor of a third-party against any of the parties hereto.

10. **Notices.** Any notice permitted or required hereunder to be given or served on any party shall be in writing signed in the name of or on behalf of the party giving or serving the same, and shall be hand-delivered or sent by email to the respective Town Administrator, Town EMDs or County Manager. No change of address shall be effective unless it contains a valid street address.

11. **Waiver.** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the waiving party.

12. **Indemnification.** Each party to this Agreement shall be liable for the acts and omissions of its own employees, officers, officials, contractors, and not for any other party in the performance of their obligations under this Agreement. The Parties shall indemnify, defend and hold each other harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by persons under their employ. The Parties shall indemnify, defend and hold each other harmless from and against any claim arising from or in connection with the performance of this Agreement, including, without limitation, any claim of liability, loss, damages, costs and expenses (including attorney's fees), including, without limitation, for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the indemnifying party or any of its designees. 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.

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

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SIGNATURE PAGE:

**Jennifer Rand, Town Administrator - Town of West Tisbury,
duly authorized**

Signature

**James Hagerty, Town Administrator-Town of Edgartown,
duly authorized**

Signature

**Deborah Potter, Town Administrator – Town of Oak Bluffs,
duly authorized**

Signature

**Jay Grande, Town Administrator - Town of Tisbury,
duly authorized**

Signature

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**Timothy Carroll, Town Administrator - Town of Chilmark,
duly authorized**

Signature

**Jeffrey Madison, Town Administrator -Town of Aquinnah,
duly authorized**

Signature

**Gail Blout, Member – Select Board -Town of Gosnold,
duly authorized**

Signature

Martina Thornton, County Manager- Dukes County

Signature