

**MEMORANDUM OF AGREEMENT (“MOA”) BETWEEN THE TOWN OF EASTON, MARYLAND AND TALBOT COUNTY, MARYLAND, REGARDING CONSOLIDATION OF THE DISPATCH OF EASTON TOWN POLICE AND THE TALBOT COUNTY DEPARTMENT OF EMERGENCY SERVICES**

THIS MEMORANDUM OF AGREEMENT (“MOA”) made this 17<sup>th</sup> day of November 2015 by and between the Town of Easton, Maryland (the “Town”) and Talbot County, Maryland (the “County”)

WITNESSETH

WHEREAS effective and efficient fire, medical, and police dispatch services promote public health, safety, and welfare; and,

WHEREAS, the Town currently dispatches Easton Police Department (“EPD”) officers to calls for service in the Town; and,

WHEREAS, the County operates and funds the Talbot County Department of Emergency Services (“TCDES”) which is the primary 9-1-1 Public Safety Answering Point (“PSAP”) for Talbot County. TCDES currently dispatches all Fire and Emergency Medical Service (“EMS”) calls and Law Enforcement calls for Talbot County Sheriff’s Office, St. Michaels Police Department, Oxford Police Department and Trappe Police Department; and,

WHEREAS, the County’s Operations Center is in the preliminary stages of a substantial renovation, expansion, and upgrade of its emergency management and emergency dispatch systems that will include creation of additional capacity for emergency dispatch services; and,

WHEREAS, the Town has an existing dispatch center located in the Easton Police Department that can accommodate County emergency dispatch personnel during the renovation, expansion, and upgrade of the County’s Operations Center; and,

WHEREAS, the Town and the County have agreed to consolidate the dispatch of EPD and TCDES in accordance with the terms of this MOA to provide a unified dispatch center for Talbot County citizens; and,

WHEREAS, the Town and County intend to combine the existing dispatch services by temporarily moving County dispatch personnel to the existing dispatch center at EPD while the construction of the renovations and expansions of the Operations Center are being completed; and,

WHEREAS, upon completion of the Operations Center renovations, the parties intend that the Town will transfer operational control of its dispatch of the EPD to the

Operations Center and that the separate Town and County dispatch operations will merge and continue under the operational control of the TCDES; and,

WHEREAS, TCDES will collaborate with the Talbot County Law Enforcement Steering Committee regarding establishment of policies, procedures, guidelines and checklists for consolidated Law Enforcement dispatch in Talbot County. After the new TCDES becomes operational the Committee will meet on a regular basis to review the status of procedures and operations of the TCDES as it relates to Law Enforcement.

NOW THEREFORE, for and in consideration of the mutual promises, undertakings, and agreements set forth in this MOA by the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and County do hereby agree as follows:

1. The recitals set forth above are incorporated by reference in this MOA as a substantive part of the agreement and not mere surplusage.
  2. The Parties recognize that the combination of the separate dispatch operations will occur over a period of time and will involve both anticipated and unanticipated events or circumstances and that this process will require mutual cooperation and collaboration to effectively manage. The Parties agree to work cooperatively, in good faith, and to regularly consult with one another as may be required from time to time to achieve the purposes of this MOA.
  3. During construction of the expanded Operations Center, EPD will provide TCDES dispatch with access to the EPD dispatch center for use by TCDES dispatch personnel who will continue to provide dispatch services for Fire, EMS, and Law Enforcement other than EPD dispatch. TCDES dispatch personnel will remain under the operational control of the County. EPD dispatch will remain under the operational control of the EPD. However, during this period it is anticipated that the dispatch operations will work collaboratively to merge into a single dispatch service under the operational control of TCDES, which is expected to occur upon completion of the construction project and upgrade of the Operations Center and the availability of that new Operations Center for occupancy. The target date on which transfer of the EPD dispatch to TCDES is anticipated to occur is on or about July 1, 2016, subject to change based on the circumstances or the Parties' agreement.
  4. Upon transfer of EPD dispatch to TCDES, the parties anticipate that seven (7) EPD dispatch employees will terminate employment with the Town and begin employment with the County in the TCDES as an integral part of the TCDES dispatch operation. It is anticipated that these employees will no longer be employees of the EPD but will, upon mutual agreement of the terms of employment between the County and the employee, become full-time County employees with employment benefits equivalent to those offered for such positions at the time of their employment. However, this MOA is not a contract of employment between the County and any particular individual or group nor a promise of future employment to any particular person.
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5. The Town will pay the County \$400,000 per year, annually, in advance on July 1 for each year this MOA remains in effect and provided the County has commenced employment of the employees as provided in paragraph 4 as a contribution towards the costs incurred by the County for providing dispatch services for the EPD pursuant to this MOA. In the event the County has not commenced employment of the employees by July 1, 2016, then the Town's obligation for payment shall not begin until such event occurs and shall be prorated accordingly. The County shall be responsible for any increased costs in providing the service, including any increased employment costs, equipment costs, building costs, etc.

6. The County will provide call-taking, dispatch and Criminal Justice Information Systems ("CJIS") services to EPD officers and staff. The Town will maintain non-emergency lines for EPD and work with TCDES to transfer calls for service on those lines.

7. The County will store, maintain and conduct required entries, modifications, removals and validations for EPD warrants and criminal summons as required.

8. The County will procure the equipment and the Town will provide the space necessary to make EPD the backup Public-Safety Answering Point ("PSAP") for Talbot County.

9. The County will procure and maintain a computer aided dispatch (CAD) system to promote an efficient, unified response to incidents within the County.

10. The Initial Term of this MOA shall be for five (5) years. Thereafter it shall remain in effect from year to year unless terminated by either party by giving the other party one (1) years prior written notice of termination. The annual fee shall be pro-rated for any partial year in which this MOA remains in effect.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives this 17th of November 2015.

TOWN OF EASTON, MARYLAND

Kathryn M. Ruff  
Witness

By: Robert C. Willey  
Robert C. Willey, Mayor  
Town of Easton, Maryland

TALBOT COUNTY, MARYLAND

Susan W. Moran

Witness

By:   
Corey W. Pack, President  
Talbot County Council  
Talbot County, Maryland

DATE: NOVEMBER 24, 2015

**RESOLUTION NO. 6063**

**WHEREAS,** the Mayor and Town Council would like to formalize an agreement with Talbot County, Maryland regarding Police Dispatchers; and

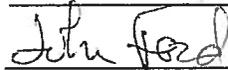
**WHEREAS,** a draft Memorandum of Agreement is included to accomplish that and a copy of that is attached.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EASTON** that the Mayor is hereby authorized to execute the Memorandum of Agreement.

Silverstein	-	Yea
Leshner	-	Yea
Engle	-	Yea
Cook	-	Yea
Ford	-	Yea

*I hereby certify that the above Resolution was passed by a yea and nay vote of the Council this*

sixteenth day of November, A.D., 20 15



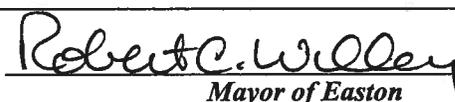
*President of the Council*

*Delivered to the Mayor by me this* seventeenth day of November, A.D., 20 15



*Town Clerk*

**APPROVED:** November 17, 2015



*Mayor of Easton*