

**An INTERMUNICIPAL AGREEMENT
FOR THE PROVISION OF AMBULANCE SERVICE**

**Between the Town of Meredith, NH, the Town of Sandwich, NH, the Town of
Moultonborough, NH and the Town of Center Harbor, NH**

INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF AMBULANCE SERVICE ("Agreement") made this 20th day of January, 2006, by and between the TOWNS OF MEREDITH, SANDWICH, MOULTONBOROUGH AND CENTER HARBOR, New Hampshire, municipal corporations with places of business in Belknap and Carroll Counties, New Hampshire (each referred to individually as "Town" and collectively as "the Towns").

WHEREAS, the respective governing bodies of the Towns have by ordinance or resolution approved entry into an Intermunicipal Agreement pursuant to RSA 53-A, for the purpose of providing ambulance service to the Towns;

NOW THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the Towns of Meredith, Sandwich, Moultonborough and Center Harbor enter into the following Intermunicipal Agreement pursuant to RSA 53-A, and agree as follows:

**ARTICLE 1
Purpose and Authority**

1.1 Purpose. The purpose of this Agreement is to specify the procedures and authority for entering into an agreement with Stewart's Ambulance Service, Inc. of Meredith, New Hampshire, for the provision of ambulance service to the Towns.

1.2 Authority. This agreement is authorized by ordinance or resolution of the Meredith Board of Selectmen on MARCH 6, 2006, the Sandwich Board of Selectmen on February 6, 2006, the Moultonborough Board of Selectmen on February 23, 2006 and the Center Harbor Board of Selectmen on March 1, 2006.

**ARTICLE 2
Joint Board**

2.1 Establishment of Joint Board.

This Agreement shall be administered by a joint board of eight members, which shall be known as the Joint Intermunicipal Ambulance Service Board ("Joint Board"). This Board shall be comprised of two members designated by the Board of Selectmen of each Town. This Agreement does not establish a separate legal entity to conduct this undertaking.

2.2 Budget and Funding. The initial legal costs to be incurred in establishing this Agreement and the contract with Stewart's Ambulance Service, Inc. ("Stewart's") shall be shared equally between the individual Towns, or as negotiated. Subsequent expenses relating to the management of the contract with Stewart's or amendment of this Agreement shall be treated similarly between the individual Towns. Funds for these purposes shall not be held by the Joint Board, but shall be paid directly to the Town that initially incurs the fees on behalf of the Joint Board by the remaining Towns.

2.3 Contract Price. The contract price and related fees and expenses arising from the contract with Stewart's shall be apportioned between the individual Towns pursuant to the terms of the contract with Stewart's, shall be billed to each Town directly by Stewart's, and each Town's individual share shall be funded through annual appropriation by that Town's legislative body.

2.4 Real and Personal Property. The Towns do not anticipate that the Joint Board will procure or hold any real or personal property in furtherance of the purpose of this Intermunicipal Agreement.

ARTICLE 3 Board Functioning

3.1 Scope. The provisions of this Article shall govern the functioning of the Joint Board.

3.2 Meetings. The Joint Board shall hold meetings as determined appropriate by the Joint Board, at such time and place as shall be determined by the Joint Board. All meetings shall be noticed and conducted pursuant to the requirements of RSA 91-A. The Joint Board shall hold at least one meeting annually.

3.3 Quorum. At all meetings of the Joint Board, the presence of at least one Joint Board member from each Town shall be required to constitute a quorum for the transaction of business.

3.4 Voting. On each matter voted upon by the Joint Board, each Town shall be entitled to cast one (1) vote. How each Town's vote is cast shall be determined by the Joint Board members from that Town, and for purposes of this Agreement, if only one Joint Member from a Town is present and voting, that Member's vote shall be deemed to have been approved by the absent Board member from that Town. When a quorum is present at any meeting of the Joint Board, a majority vote of the Towns present and voting shall decide any question brought before such meeting

ARTICLE 4

Officers

4.1 Number of Terms. The officers shall be elected from the Joint Board members by the Joint Board and shall consist of a Chairman and Secretary. The terms of office shall run for one (1) year, provided that each officer shall continue in office until a successor has been elected. At least two of the Towns shall be represented on the slate of officers at all times.

4.2 Duties of Officers. The Chairman shall preside at all meetings of the Joint Board and shall also have and perform such other duties as from time to time may be assigned by the Joint Board. The Secretary shall record all of the proceedings of Joint Board meetings where required, keep the register of names and addresses of Joint Board members and perform such other duties as may be prescribed by the Joint Board.

ARTICLE 5 Term

5.1 Effective Date. This Agreement shall be effective upon its review and approval by the Attorney General under RSA 53-A:3, V and upon filing with the Municipal Clerk of each Town and with the Secretary of State under RSA 53-A:4, and shall continue in effect until terminated by the Joint Board.

5.2 Termination. This Agreement shall terminate upon the termination of the Towns' contract with Stewart's and the resolution of any issues that arise out of that termination of the contract with Stewart's. In addition, an individual Town may withdraw from this Agreement if that Town terminates its participation in the contract with Stewart's, and this Agreement shall continue in full force and effect as to the remaining Towns.

ARTICLE 6 Miscellaneous

6.1 Separability. If any section, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional by any Court of competent jurisdiction or by any State or federal agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals there.

6.2 Notices. All notices under this Agreement shall be sent as follows:

Town of Sandwich Board of Selectmen
PO Box 194
Center Sandwich, NH 03227

Town of Moultonborough Board of Selectmen
PO Box 139
Moultonborough, NH 03254

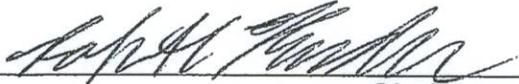
Town of Center Harbor Board of Selectmen
PO Box 140
Center Harbor, NH 03226

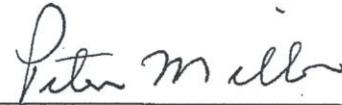
Town of Meredith Board of Selectmen
41 Main Street
Meredith, NH 03253

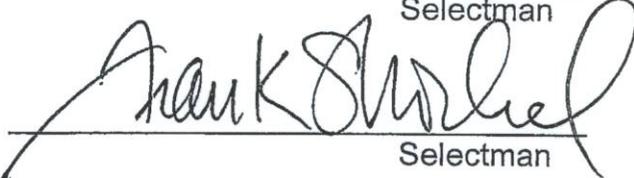
IN WITNESS WHEREOF, the Board of Selectmen have executed this Agreement on behalf of the Towns of Meredith, Sandwich, Moultonborough and Center Harbor.

SIGNATURE PAGE

TOWN OF MEREDITH
BY ITS BOARD OF SELECTMEN


Chairman


Selectman


Selectman

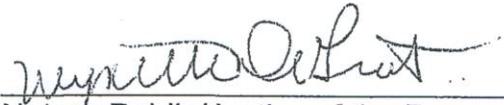
Selectman

Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this 6^m day of March
2006, by Robert Sanders Peter Miller Frank Michel,
and _____ in their capacity as selectmen for the
Town of Meredith.

Before me,


Notary Public/Justice of the Peace
My Commission Expires: _____

WYNETTE DeGROOT, Notary Public
My Commission Expires January 15, 2008

SIGNATURE PAGE

TOWN OF SANDWICH
BY ITS BOARD OF SELECTMEN

Carroll E. Bewley
Chairman

Sven Mitchell
Selectman

Barbara J Kerr
Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of February
2006, by Carroll E. Bewley, Barbara J. Kerr and _____ in their
capacity as selectmen for the Town of Sandwich.

Before me,

Cat & Anne
Notary Public/Justice of the Peace
My Commission Expires: _____

CATHERINE CROCKFORD, Notary Public
My Commission Expires March 24, 2009

SIGNATURE PAGE

TOWN OF MOULTONBOROUGH
BY ITS BOARD OF SELECTMEN

Karel Crawford
Chairman

Edward Charest
Selectman

Ernest Davis Jr
Selectman

Jerry Hopkins
Selectman

Brian Moriarty
Selectman

Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of February 2006, by Karel Crawford, Edward Charest and Ernest Davis Jr in their capacity as selectmen for the Town of Moultonborough. Brian Moriarty
Jerry Hopkins

Before me,

Heidi Davis
Notary Public/Justice of the Peace
My Commission Expires: _____

HEIDI A. DAVIS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 3, 2010

SIGNATURE PAGE

TOWN OF CENTER HARBOR
BY ITS BOARD OF SELECTMEN

D. Scott Davis

Chairman

W. Lee Woodworth

Selectman

Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this 1st day of March 2006, by D. Scott Davis, W. Lee Woodworth and _____ in their capacity as selectmen for the Town of Center Harbor.

Before me,

Robin E. Woodaman

Notary Public/Justice of the Peace

My Commission Expires: _____

ROBIN E. WOODAMAN, Notary Public
My Commission Expires April 6, 2010