

INTER-MUNICIPAL AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWNS OF BERNARDSTON AND LEYDEN

THIS AGREEMENT dated as of the 6th day of April, 2023 (this "Agreement") is entered into by and between the Town of Leyden ("Leyden") and the Town of Bernardston ("Bernardston"), each a "Town" or "Party" and collectively, the "Towns" or "Parties", by and through their respective Selectboards.

WHEREAS, G.L. c. 40, § 4A authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units for, and to share costs of, that other unit's services which the city or town is authorized to perform; and

WHEREAS, G.L. c. 41, § 97A authorizes the Select Board (hereinafter "Selectboard" or "Board") of a town to establish a police department under the supervision of an appointed Chief of Police; and

WHEREAS, the police department of any town is responsible for maintaining public order and safety, enforcing the law and preventing, detecting and investigating criminal activity; and

WHEREAS, the Selectboards in both Towns wish to provide for the provision of police services in Leyden by Bernardston's police department and officers under an arrangement of coordination and cooperation including advice and consent by Leyden as provided for herein, but under the command of a single Chief of Police;

NOW, THEREFORE, the Towns, in consideration of the promises set forth above and the mutual covenants set forth below, and intending to be legally bound, hereby agree as follows:

- 1) PURPOSE: The purpose of the Agreement is for the Towns to participate in a shared costs and services arrangement pursuant to G.L. c. 40 § 4A, whereby Bernardston shall act as the "host municipality" and operate a police department as authorized by G.L. c. 41, §97A, subject to the terms of this Agreement, for the purpose of serving the policing needs of the Member Towns.
 - a) Without limiting the generality of the foregoing, the "host municipality" shall:
 - i) enter into contracts for goods and services necessary for the operation of a police department;
 - ii) employ all staff, including, without limitation, the Chief of Police and all subordinate personnel and other employees;
 - iii) maintain insurance in such coverage amounts and with such deductibles as it deems appropriate, and as required under Section 13 of this agreement, for the police services to be performed by Bernardston pursuant to this Agreement;
 - iv) apply for available grants and administer any grants awarded at the discretion of the Police Chief;
 - v) maintain appropriate records and submit all appropriate public safety data, reports, and other information to federal and state agencies as required by law; and
 - vi) be responsible for, as necessary, any unforeseen incidental or other costs related to the provision of police services in and for Bernardston and, through this Agreement, in and for Leyden, subject to the right to be reimbursed for such costs related to services for

Leyden, such Leyden costs to be determined after review and evaluation of the expenses by the Selectboards of the Towns and the Committee established pursuant to Section 4, below.

- 2) **TERM:** The term of this Agreement (the "Term") shall be for a period of three (3) years commencing on July 1, 2023, provided that either Town may terminate this Agreement as set forth in Section 11, below. At the end of the initial three (3) year period, this agreement shall automatically renew for successive three (3) year periods unless provided for otherwise by amendment.

- 3) **ASSESSMENTS, COSTS AND SCOPE OF SERVICES:** Bernardston shall provide Leyden with police services as required by and consistent with the terms of this Agreement and shall make a monthly assessment for said services as set forth below and shall provide Leyden with monthly expenditure reports and quarterly revenue reports.
 - a) Leyden shall afford to Bernardston police officers the same legal enforcement authority, powers and rights in Leyden as would be afforded to like officers serving in similar capacities in Leyden.
 - b) Bernardston shall provide the following services to Leyden under this agreement:
 - i) Respond and/or investigate all calls for police services, approximately 18 hours per day, 7 days per week, 365 days per year. The schedule of coverage for Leyden shall equal or approximately equal to that provided within Bernardston within the discretion of the Police Chief.
 - ii) Assist emergency responses provided by Leyden Fire Department and Emergency Medical Services when available and necessary.
 - iii) Attend Community Policing events, when staffing permits and budget allows, in a manner commensurate with that provided within the Town of Bernardston. Leyden acknowledges that prior notice of at least fourteen (14) days will be provided to the Police Chief. Should scheduling and staffing prohibit attendance at such an event, the Chief shall inform Leyden of any such conflict, including any additional charges that may be incurred to provide Police attendance. Any such additional charges shall be agreed to in writing by both parties.
 - iv) Conduct activities typical of community policing services, including visits to Town departments, senior center meetings, library events, church events, and other appropriate venues deemed necessary to establish a relationship between Police employees and Leyden residents. Such activities shall be at the discretion of the Police Chief.
 - v) Provide patrol activities within the Town of Leyden at a maximum of twenty (20) hours per week, fifty-two week per year, unless otherwise determined necessary by the Police Chief. Leyden acknowledges that staffing and

budgetary concerns may impact patrol activities and the patrol activity will be conducted in a manner determined by the Police Chief.

- vi) Provide police services outside the normal functions described above to include traffic details, event security, and any other services at specialized events at the expense of the event organizer, and any such revenues from said services shall be paid to Bernardston and separate and apart from this agreement at a cost and/or rate determined by the Police Chief and agreed to in advance in writing by the event organizer.
 - vii) Provide a Mobile Mental Health Clinician for calls involving a crisis, addiction services, referrals to behavioral specialists, or similar related events. Mobile Mental Health Clinician services are provided on a pre-scheduled, 40-hour per week basis and will be evaluated annually. Leyden acknowledges that this service is funded through a grant, and if funding is discontinued, the program may be eliminated.
 - viii) Conduct radar and traffic enforcement throughout Leyden within the above mentioned twenty-hour per week maximum.
- c) For the services described in this section, Leyden shall pay Bernardston \$23,756 (twenty-three-thousand, seven-hundred and fifty-six dollars) quarterly, or \$ 95,024 (ninety-five thousand and twenty-four dollars) annually, for the fiscal year beginning July 1, 2023. This amount is for the first fiscal year only and will be adjusted in subsequent years as provided for in Section 6 of this Agreement.
 - d) The Advisory Committee, as described in Section 4, shall be responsible for monitoring, reviewing, and recommending changes to costs for services performed and other details of this section. The Committee shall submit any recommendations for changes to the Selectboards of each Town for review and approval, which approval shall be appended to this Agreement.
 - e) Leyden will pay Bernardston the assessment quarterly on or before the 1st of every third month beginning on July 1, 2023. Bernardston shall provide to Leyden not later than June 15th a statement detailing the quarterly payment amounts for the following fiscal year beginning on July 1st and ending June 30th. Leyden shall make such quarterly payments as detailed in said statement without requiring additional invoices or statements.
 - f) Both Towns acknowledge that this is a mutually beneficial agreement and further acknowledge that any unexpected or unforeseen expenditures requiring additional resources will be the responsibility of both Towns and such costs will be allocated as described in this section. In the event such an expenditure is not directly addressed in this agreement, it shall be the responsibility of the Committee to make a recommendation for cost sharing by each Town. In all such instances, the Chief of Police will be responsible for providing a timely and thorough explanation of said expenditures to the Selectboards of each Town; said expenditures are subject to all applicable laws pertaining to appropriation of funds.

- g) Each year an evaluation of expended funds should take place in January, to make sure the Police Department has not spent significantly more than 50% of its budget. If the budget has been over expended, then a plan to either reduce services for the rest of the fiscal year so that the department stays within budget or to recover or make up for the over expended funds should be generated by the subsequent February 15th.
 - h) Bernardston shall be entitled to all revenues received from extra duty details, pistol permits, and any other Police services provided by Bernardston, regardless of the Town in which the payee resides or the services are provided. Bernardston will provide an accounting of all revenues as part of the reports described in Section 3, but in no way shall these revenues be considered as an offset against any cost sharing and assessments described in this Agreement.
 - i) Leyden agrees to set aside funds within its annual budget to provide for a replacement vehicle based on the vehicle replacement cycle determined by the Chief of Police in consultation with the Committee and such funds will be transferred from Leyden to Bernardston at or before the end of the replacement cycle. Leyden agrees to appropriate such funds into a dedicated account for Police capital equipment replacement within the Leyden's Police Stabilization Fund in accordance with all applicable laws pertaining to appropriation of funds.
- 4) POLICE SERVICES ADVISORY COMMITTEE: The Towns hereby establish a Police Services Advisory Committee (hereinafter the "Advisory Committee" or "Committee"), consisting of one (1) member of the respective Towns' Selectboards, one (1) member of the respective Towns' Finance Committees and one (1) Community Representative appointed by the Selectboard in the case of Bernardston and one (1) members by the Town Moderator and one (1) member by the Selectboard in the case of Leyden. In any case, the official size of this committee will be no more than seven (7) members unless new members join this agreement in the future through the process described in Section 9. Membership on the Committee shall be an odd number as required by G.L.c. 43B § 20(c). The purpose of the Committee will be to establish, analyze, and update as needed, the terms for the police services provided pursuant to this Agreement.
- a) Purpose: Each Town may review, raise issues, and make comments or recommendations on all matters relating to the provision of police services under this Agreement, including:
 - i) Review quarterly assessments, including conducting an ongoing review of the underlying data and assumptions used in determining each Town's proportional share of the Police Department's expenditures. It is acknowledged that the assessments may change in the future and will be reviewed and reassessed as agreed upon by vote of the Committee, recommendation to the Towns, and affirmative vote of the Selectboard. Should any additional appropriation be made necessary by such change in assessment, Town Meeting may be required to consider such appropriation.
 - ii) Deliberate and make recommendations on the Police budget to aid in the annual budgeting process of each Town. It is acknowledged that such recommendations are advisory only and the Committee has no authority to approve or deny the Police budget.

- iii) Work to resolve issues of mutual concern between the Towns and provide support and guidance to the Chief of Police when he or she may request the same.
 - iv) Develop terms and conditions for the admittance of any prospective member towns that desire to become a party to this Agreement in the future. This includes, at the discretion of the Committee, appointing subcommittees to study issues, costs and other impacts and considerations that may arise from the addition of new member towns, as well as the impact on the assessment considerations put forth in Section 3 of this Agreement.
- b) Operation: The Committee shall meet not less frequently than quarterly, to review matters pertaining to police services provided pursuant to this Agreement. Without limiting the generality of the foregoing, at such meetings the Committee shall review, discuss and, as appropriate, make recommendations on issues governed by this agreement except for those issues that are the responsibility of each Town's Selectboard. Prior to these meetings, each Selectboard may meet separately to establish that Board's position on any matters it wishes to discuss including those that are a matter of each board's distinct authority and those that are not, as if it were a matter purely within its own authority. As the appointing authority, Bernardston shall have the ultimate decision-making authority on any personnel matter raised by the Towns under this section. In instances where such issues, policies or procedures are the result of State or Federal mandates or otherwise deemed critical, in the exercise of reasonable discretion by the Chief of Police to maintain public safety, Bernardston shall maintain all decision-making authority. It is the mutual understanding of each Party that they share an interest in efficient provision of police services.
- 5) CAPITAL ASSETS, EQUIPMENT AND SUPPLIES: All vehicles, equipment, supplies, and other accoutrements used in the provision of police services under this Agreement, regardless of which Town may be the original owner at the time of the execution of this Agreement, shall be considered the property of the Town of Bernardston. Bernardston shall be responsible for the maintenance and repair, as well as the retirement and replacement, of all such assets. The Towns will share the costs associated with vehicles, equipment, and other assets, as determined pursuant to the process described in Section 3. Bernardston shall make a complete inventory of any and all property transferred to Bernardston, subject to confirmation by Leyden, and both Towns shall work in concert to formalize ownership of any assets requiring title transfers or other necessary actions. Such inventory shall be attached to this Agreement as Exhibit A or identified in subsequent amendments as appropriate.
- a) Assets or Equipment Acquired with Funds Provided under the State of Massachusetts Efficiency and Regionalization Grant (ERG): The Town of Leyden has been awarded a grant in the amount of \$187,000 under the State's ERG program, including funds to provide for the acquisition of a new patrol vehicle, renovations and improvements to the Leyden Police Department offices (located in the Town Office Building), and other equipment and/or supplies necessary to effect and support the provision of police services by Bernardston within Leyden Town Limits. Except as authorized in writing by the grant administrator (the

Massachusetts Department of Local Services), both Towns acknowledge such acquisitions cannot occur until the execution of this Agreement. All renovations and improvements to facilities located in Leyden shall remain the property of Leyden. In the case of vehicles, equipment and supplies acquired using ERG funds, such acquisitions shall be transferred to Bernardston. In the event of termination of this Agreement as provided for under Section 11, any assets, equipment, and supplies, or an equivalent or replacement item as the case may be, acquired under this section will be returned by Bernardston to Leyden. It shall be the responsibility of the Advisory Committee to work in good faith to effectuate return by Bernardston to Leyden of such items contemplated in this section.

- i) The ERG includes funding for the acquisition of a Patrol Vehicle to be used by Bernardston in providing services under this agreement. Both Towns acknowledge that this Patrol Vehicle may be used in either Town as needed at the discretion of the Police Chief, and Bernardston is under no obligation to track, monitor or account for its use specific to Leyden or performance under this contract. Upon execution of this Agreement, ownership of the Patrol Vehicle will be transferred to Bernardston. Bernardston agrees to accept transfer of said vehicle without cost and acknowledges that the vehicle is not subject to any warranty or guarantee except that which may be provided by the vehicle manufacturer. Bernardston shall maintain the vehicle as it would any other in its fleet. Should this Agreement be terminated, Leyden will resume ownership of said vehicle or subsequent replacement vehicle as the case may be, in whatever form it exists at the time of termination, and Bernardston shall cooperate in its return to Leyden and execute such documents as may be required to accomplish the same.
 - b) Leyden Substation: The existing Police offices, a portion thereof, or an alternative space based on mutual agreement of the Police Chief and Leyden, located at the Leyden Town Offices, hereinafter the "Leyden Substation" or "Substation", shall be available for use by Bernardston for the purposes of providing Police services.
 - i) Leyden shall grant access to and use of the Substation to Bernardston Police Department employees for the purposes of this agreement.
 - ii) The ERG includes funding for renovations and improvements to the substation. Such renovations and improvements shall be contracted for and/or performed by Leyden in consultation with the Chief of Police. Any and all improvements shall remain the property of Leyden.
 - c) Should this Agreement be terminated as provided for in Section 11, Bernardston shall return to Leyden those assets, or their subsequent replacements or equivalents listed in Exhibit A.
- 6) BUDGET AND ASSESSMENT: The budget for police services will be developed and managed by Bernardston with recommendations from Leyden pursuant to Section 4 of this Agreement. The annual budget, including all municipal assessments, shall be prepared in a timely manner by Bernardston in order to meet the financial evaluation and fiscal expectations of Leyden. The

annual budget request shall be delivered to the Towns on or before February 1st of the preceding fiscal year so that each Town may review and provide any further comment or recommendations through their respective Finance Committees and Selectboards.

- a) Any remaining funds in the police services budget after an annual reconciliation of the costs of providing police services and the respective contributions of the Towns will be proportionately shared by the Towns as agreed to by the Parties. Such reconciliation will be performed by the Bernardston Town Accountant and/or Police Chief and, after review and evaluation by the Committee, provided to Leyden. Bernardston will "true up" annual billings at the end of the fiscal year by using actual services and expenditures and adjusting the cost up or down as appropriate.
 - b) Annual Report: On or before December 1st of each year, Bernardston shall deliver to Leyden an annual report describing the programs, operations, challenges, and opportunities pertaining to the police services provided under this Agreement (see Section 8c, reporting requirements from the Chief of Police). A budget summary for consideration by the Committee will be included.
 - c) Assessment: For the fiscal year beginning July 1, 2023, Leyden will be assessed 17% (seventeen percent) of the Total Cost of Police Services, to include departmental budgeted costs and indirect costs as described in Exhibit C – Cost of Services, attached to this agreement. Indirect costs, including allocated overhead and other such costs as included and described in Exhibit C are calculated at a rate of 37% (thirty-seven percent) of the Police Department budgeted costs, which shall include those costs necessary to provide services to both Towns under this Agreement.
- 7) FINANCIAL SAFEGUARDS: Under the provisions of M.G.L. Chapter 40, §4A, Bernardston shall provide to Leyden periodic financial statements that shall include: accurate and comprehensive records of the services performed under this Agreement; the costs incurred by Bernardston; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Chief of Police as required under this agreement. The financial and accounting records required by this Section shall be subject to and included within Bernardston's municipal financial audit process. Excluding indemnification obligations hereunder, the maximum extent of each Town's financial liability for provision of services and assessments for such services in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each Town for said purpose.
- 8) POLICE CHIEF POSITION DESCRIPTION, DEFINITION: The Chief of Police shall be responsible for organizing, directing, and supervising all operations of the Bernardston Police Department.
- a) The Chief of Police shall be appointed by and report to the Bernardston Selectboard.
 - i) The Bernardston Selectboard shall meet not less frequently than annually to conduct a performance evaluation of the Chief of Police.
 - ii) In the event that, for any reason, Bernardston needs to hire a new Chief of Police, the Bernardston Selectboard shall provide for the posting of notice of the vacancy and

conduct such a search process as it determines to be appropriate. The Bernardston Selectboard shall appoint a hiring/screening advisory subcommittee, whose members and composition shall be at the discretion of the Board, to screen candidates for the position in executive session or otherwise under the requirements of the Open Meeting Law, G.L. c. 30A, § 21(a)(8). Bernardston retains all authority in hiring, evaluating, and terminating the Chief of Police in accordance with the provisions of his or her contract.

- b) The Bernardston Police Chief shall be the "licensing authority" for the Towns as defined in G.L. c. 140, § 121.
 - c) The Bernardston Police Chief shall also submit a monthly report of services and activities under this agreement to the Selectboards of both Towns and appear before said Boards if requested, when sufficient notice of at least 48 hours has been given to all interested parties. The Chief will also submit weekly summaries of daily logs to the Selectboards of both Towns. The Chief of Police shall be responsible for the administrative, technical, educational, and inspectional work of police services and for planning and managing a public safety program for both Towns.
 - d) The Chief of Police shall make recommendations to the Bernardston Selectboard and the Chief will be available to meet with the Leyden Selectboard at their request to discuss the operating budget and police services.
 - e) The Chief of Police may apply for and monitor grants for which Bernardston and Leyden may be eligible and shall comply with all requirements of the granting authority, whether public or private.
 - f) The Chief of Police shall monitor the work of the Committee and progress toward meeting established police services objectives, and report thereon to the Selectboards of the Towns.
 - g) The Chief of Police shall be responsible for the annual evaluations, if any, of all subordinate personnel, and will manage all such personnel. The Chief shall adhere to the applicable personnel policies of Bernardston. Subject to applicable law, any personnel actions shall be communicated to the Selectboards of each Town. The Chief will coordinate these duties and/or actions with the appropriate authorities in the Town of Bernardston and in the Town of Leyden in any case where police personnel have duties specific to meeting legal or other requirements for the Town of Leyden (e.g., Animal Control, Board of Health, Building Inspection, or enforcement).
- 9) ADDITION OF NEW MEMBERS: The addition of new member municipalities to the Agreement will require an affirmative vote of the Selectboards of each member Town to allow another town to participate in the Agreement. It shall be the responsibility of the Committee as described in Section 4 at the time of the request to determine the terms under which a prospective new member may join this Agreement, but in any event, the new member shall cover all costs and expenses associated with their entry to and participation in the Agreement.
- a) New member towns shall be entitled to representation on the Advisory Committee as defined in Section 4 with said representation recommended by the Committee.

- 10) **AMENDMENTS:** This Agreement may not be revised, modified, or amended except in writing by both Towns when duly authorized by their respective Selectboards.
- 11) **TERMINATION:** Either Town may terminate this Agreement upon one (1) year's written notice to the other Town, or as otherwise provided in Section 21 of this Agreement. Such notice must be signed by a majority of the Selectboard and need not state any cause. The Towns shall endeavor in good faith prior to the expiration of such one-year period to determine a fair and equitable manner for dividing any joint assets not otherwise provided for herein. Following termination, the terminating Town shall be solely responsible for the provision of its police services. Such termination shall not relieve the terminating Town from any obligations that may have arisen hereunder prior to such termination, nor from any financial obligations that may extend beyond the termination date. Upon such termination, Bernardston shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same for payment within thirty (30) days thereafter. Bernardston shall continue providing services up until the effective termination date.
- 12) **LIABILITY:** Pursuant to MGL c. 40, s. 4A, each party to this Agreement shall be liable only for the acts and omissions of its own employees and not for the employees of any other party in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. The respective Towns shall hold each other harmless from any and all claims related to employment or employee benefits, to the extent permitted by law, collectively bargained or otherwise, made by persons under their employ prior to the commencement of operations under the Agreement and arising from the establishment hereof. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.
- 13) **INSURANCE:** The Town of Leyden shall maintain insurance coverage for the Substation building. The Town of Bernardston may, at its discretion, maintain Personal Property insurance for equipment and other materials owned by Bernardston located within the Substation. The Town of Bernardston shall maintain vehicle insurance for all vehicles in its fleet, including those contributed by Leyden under Section 3 and Section 5 of this Agreement. The Town of Bernardston shall maintain Special Risk Accident Insurance for Public Safety personnel. Each Town shall maintain General Liability insurance in the amounts of \$1,000,000 each occurrence and \$3,000,000 general aggregate, including police liability insurance. Each Town shall provide a certificate of insurance stating the aforementioned coverages and further naming the other Town as additionally insured. All said policies or certificates shall provide for a minimum of ten (10) days' notice to either Town, as the case may be, in the event of cancellation or material change thereof.

- 14) **ASSIGNMENT:** Neither Town shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.
- 15) **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Agreement shall remain valid and shall be enforced to the extent permitted by law so long as the Agreement continues to allow for each Party to receive the benefit of its bargain under the Agreement.
- 16) **WAIVER:** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- 17) **APPLICABLE LAW:** The Parties agree to comply with all applicable local, state, and federal laws, regulations and orders relating to the performance of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any action brought pursuant to this Agreement shall be brought in the Commonwealth courts of Franklin County. Trial by jury is waived by both Parties.
- 18) **DISPUTE RESOLUTION:** No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be first given to the other party at its above-noted address not less than sixty (60) days prior to filing. In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, such dispute may, if the parties agree in writing to do so, be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree in writing to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement. Notwithstanding the above, the Towns reserve the right, either in law or equity, and without advance notice to file suit with a court of competent jurisdiction in the nature of specific performance or other proceeding to enforce or compel performance of any or all terms and conditions herein.

- 19) **NON-DISCRIMINATION:** The Parties shall not discriminate against any person in their activities under this Agreement, including employees or applicants for employment, because of race, color, creed, national origin, age, sex, sexual orientation, sexual identity, disability, veteran status, ancestry, or any other legally protected status. With respect to their exercise of all rights and privileges herein granted, the Parties shall undertake such affirmative action as is required by Federal and State laws, rules, and regulations pertinent to civil rights and equal opportunity, unless otherwise exempted therefrom.
- 20) **TERMINATION DUE TO LACK OF FUNDING:** Each Party acknowledges that both Parties are political subdivisions of the Commonwealth of Massachusetts established pursuant to law and that they are funded in large part through Federal, state, and local monies. The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purposes. Notwithstanding any other provision in this Agreement, both Parties shall have the right, exercised in each Party's discretion, to terminate this Agreement on less than one year's notice, but not less than forty-five (45) days' notice, by written notice to the other in the event a lack of appropriation makes it impossible for the terminating Party to perform its obligations under the Agreement. The termination notice shall include documentation of the funding insufficiency.
- 21) **HEADINGS:** The paragraph headings herein are used for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.
- 22) **NOTICE:** Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For: Town of Bernardston
Chair, Selectboard
Bernardston Town Hall
38 Church Street
Bernardston, MA 01337

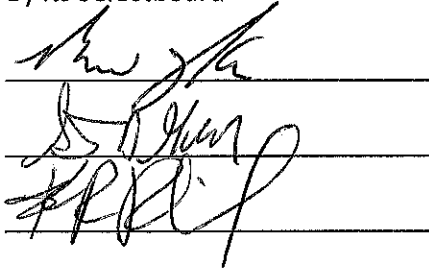
For: Town of Leyden
Chair, Selectboard
Town of Leyden
7 Brattleboro Road
Leyden, MA 01301

23) COMPLETE AGREEMENT: This Agreement, and all exhibits referenced herein and attached hereto, constitute the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by the other Party or by any person for whose actions the other Party is responsible, other than the express, written representations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

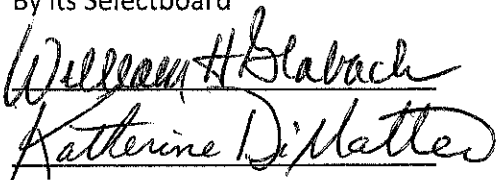
TOWN OF BERNARDSTON

By its Selectboard



TOWN OF LEYDEN

By its Selectboard



List of Exhibits

Exhibit A – Inventory of Assets Contributed by Leyden

Exhibit B – Cost of Services

Exhibit A – Inventory of Assets Contributed by Leyden

- (1) Motorola APX4500 Mobile Radio
- (2) Motorola APX4000 Portable Radios
- (1) Vest Heavy Duty Plate Carrier with Plates and Attachments
- (1) Cruiser Duty Bag
- (2) Medical Bags, Green, with supplies and O2
- (2) Law Books, 2020 editions
- (5) Sets of Handcuffs
- (2) Canisters of OC Spray.
- (3) RIGGS Hand Held ballistic shields, cruiser mounted.
- (1) Stalker Radar, 2-head Unit (Used for Car-5)
- (1) Motorola APX4500 Mobile Radio (Used in Car-5)
- (1) Desktop, All-in-One Computer (white) HP (Used at BPD)
- (1) Glock 19 Pistol, Serial #1ERU9215
- (1) Glock 17c Pistol, Serial # EDL34OUS
- (1) M&P-15 Rifle, Serial #55640
- (1) M&P-15 Rifle, Serial #ST99487
- (2) Mossberg 12Ga. Shotgun Model 500A, Serial #R697148 and R696771
- (1) Mossberg 12 Ga. Shotgun 500A, Orange (less lethal) Serial # R704324
- (1) Mossberg 12 Ga. Shotgun 500A. Orange (less lethal) Serial # R690903
- (1) Ruger 10/22 cal. Serial # 0008-86106
- (1) Remington Shotgun, Model 1100, Serial # M376275V
- (1) Colt M16A1, Serial # 4372835 (Held for Gov't return)

Exhibit B - Cost of Services

**Town of Bernardston Police Department
Total Budgeted Cost of Police Services**

Indirect Rate Calculation

FY2023 Bernardston Budgets		
Departmental Budget		339,189
FY2023 Leyden addl' Police Budget		67,968
	Subtotal - Police Budget	<u>407,157</u>
Indirect Costs		151,222
	Total Cost of Police Services	<u><u>558,379</u></u>

Distribution based on FY2023 Budget & Assessment Formula

Bernardston Share	83%	463,454
Leyden Share	17%	94,924
	<u>Total</u>	<u>100.0%</u>
		558,379

Notes on Calculations:

To Calculate Budget & Assessment:

- 1 - Police Chief develops single budget to cover both towns. This is the Total Police Budget.
- 2 - Indirect costs (37% of Police Budget based on FY2023 total cost; see below) are added, resulting in Total Police Costs.
- 3 - Leyden is assessed their share of Total Police Costs using percentages above

Calculated Indirects from above	151,222
Total Police Budget from above	407,157
Indirect Rate	37%

Note that indirect rate should be recalculated at end of term.

FY2024 Assessment

FY2024 Budget (Proposed w/4.4% COLA)	rate	
Shared Policing Model Departmental Budget		408,003
Indirect Cost Allocation	37%	<u>150,961</u>
	Total Cost of Police Services	558,965
Leyden Assessment - Annual	17%	95,024
Leyden Assessment - Quarterly		23,756

**Exhibit B - Cost of Services
Assessment Formula based on Weighted Average**

<i>Bernardston</i>	83%
<i>Leyden</i>	17%
	<hr/> 100.0%

All proportions are based on percent of total for each town. Where available, 5-year averages are presented.

Policing Factors	Weight	50%
Daily Log BPD		
Bernardston	87.9%	
Leyden	12.1%	
Population Factors	Weight	20%
Population - 5-Year Average		
Bernardston	74.3%	
Leyden	25.7%	
Housing Units - 2020 Census		
Bernardston	74.0%	
Leyden	26.0%	
<i>Combined</i>		
<i>Bernardston</i>	74.2%	
<i>Leyden</i>	25.8%	
Jurisdiction Size	Weight	10%
Area		
Bernardston	57%	
Leyden	43%	
Road Miles		
Bernardston	60%	
Leyden	40%	
<i>Combined</i>		
<i>Bernardston</i>	58.4%	
<i>Leyden</i>	41.6%	
Commercial/Industrial vs Residential	Weight	20%
Assessed value by class 5-year average		
Bernardston	93.4%	
Leyden	6.6%	
New Growth by class - 5 Year Average		
Bernardston	89.8%	
Leyden	10.2%	
<i>Combined</i>		
<i>Bernardston</i>	91.6%	
<i>Leyden</i>	8.4%	

Indirect Cost Allocations - Based on FY2023 Budget

MIIA Policy/Premiums

Cost for premiums directly assigned to Police operations and property; information provided by MIIA. See MIIA worksheet for additional details.

Property (Police Station)	435.00	
General Liability (estimate from MIIA)	1,200.00	
Boiler & Machinery (actual for Police)	23.00	
Auto (Police cruisers only)	2,906.00	
Umbrella (Police only)	324.00	
Law Enforcement Liability (50% of Public Officials and Police Liability)	4,232.00	
Special Risk/IOD	7,317.03	
Total - MIIA Insurance Premiums	16,437.03	

Unemployment Insurance

Unemployment Insurance (UI) provided through MA Department of Unemployment Assistance (DUA). Premium charged on total covered wages; DUA calculates an experience rating based on Town's reserve ratio.

	Wages		UI Rate	
FY2023 Unemployment Insurance	299,314.00	X	0.10%	299.31

Franklin County Regional Retirement System

The Town contributes to the Franklin County Regional Retirement system for full time employees. The current rate (FY2023) is 23.47%. Overtime is excluded from the Town's contribution. Part-time employees contribute to OBRA, a deferred compensation plan, but there is no employer contribution. Participation in OBRA is mandatory as an alternative to Social Security and is not included.

	FY2023		Rate	
Full-time Police base wages	242,410.00	X	23.47%	56,893.63

Health, Dental & Life Benefits

From Town Treasurer: (chief, 1 sgt, 2 officers receive health/dental); Town pays 75% of total premium; actual 2023 premiums.

Health	43,238.00	
Dental	2,117.79	
Life	63.90	
Total - Health, Dental & Life	45,419.69	

Medicare

The Medicare tax rate is applied to all wages paid to Town employees. The current rate is 1.45%

	FY2023		rate	
Total Department Wages	299,314.00	X	1.45%	4,340.05

Administrative & Financial Management Budget Allocations

Cost for departments that work to directly support, supervise or otherwise provide significant assistance to Police are allocated as overhead costs. This administrative and financial management service is allocated based on the percentage of the Police budget of the Town's overall budget of General Fund expenditures, which includes both Free Cash and funds raised and appropriated under the tax levy.

	FY2023
Total Budget	6,078,984
Less School Appropriation	<u>(3,417,422)</u>
Town Budget Appropriation	2,661,562

Police Department Budget	339,189.00
<i>as a % of Town Budget</i>	12.7%

	Dept Budget	Rate	Cost
Selectboard & Moderator	96,846.80	12.7%	12,342.14
Treasurer	37,172.97	12.7%	4,737.32
FRCOG Accounting Program	31,792.00	12.7%	4,051.57
FRCOG Procurement	2,669.00	12.7%	340.14
Town Counsel	8,000.00	12.7%	1,019.52
Total	<u>176,480.77</u>		<u>22,490.68</u>

Additional Expenditures Subject to Allocation

Town contributions to OPEB and Employee Retirement is allocated based on total town wages subject to retirement contributions. The allocation rate is backed into using the total contribution

	FY2023	Rate	
Employee Retirement/Separation	5,000.00	53.41%	2,670.64
Transfer to OPEB Trust Fund	5,000.00	53.41%	<u>2,670.64</u>
			5,341.28

Total Town Contributions to FRRS	131,521.00
FY2023 Contribution Rate	23.47%
FY2023 wages subject to FRRS rate	560,379.21
Police wages subject to FRRS rate	299,314.00
<i>as a % of total contribution</i>	53.41%

Total Indirect Costs

151,221.67