



## Buckland Shelburne Shared Services

### Intermunicipal Agreement for Shared Police Services – Summary

- Massachusetts General Law Chapter 40, § 4A specifically authorizes a Town’s chief executive (in this case, the Select Board) to enter into Intermunicipal Agreements (IMAs) with other towns for shared services. Town Meeting is not granted this authority, but does appropriate any funds necessary to implement an IMA. As such, Town Meeting approval takes the form of budgetary appropriation and the Select Boards develop and enter into the IMA.
- An IMA requires a “host community”, in this case Shelburne, to provide services to another Town. The host community assumes full responsibility and authority for providing the service, including employing and directing the staff providing the service.
- Upon execution, Buckland will no longer employ any Police personnel. Existing personnel will be absorbed within Shelburne Police Department, which will assume all responsibility and authority for Police public safety activities and law enforcement.
- The initial term of the agreement will be three years. It can be terminated with one year notice without stating any cause (Section 12) or in the event of a lack of funding in 45 days (Section 21).
- The Total Cost of Police, which includes (indirect costs such as pension, health insurance, etc...) will be shared between Shelburne and Buckland in a manner that is fair and equitable to the taxpayers of both communities.
- To ensure transparency and accountability, the IMA provides the following safeguards:
  - A Police Services Advisory Committee is established, comprising three members from Shelburne and four members from Buckland. This Committee is responsible for monitoring performance under the terms of the IMA. (See Section 4)
  - The Chief will provide monthly reports to the Committee and Select Boards of both Towns, as well as the public. These reports will include significantly more information than has been provided in the past in either Town and are part of an effort to boost transparency and communications. (See Section 3(i) for more details)
  - Financial reporting, including audit requirements and annual reconciliations, are a requirement and detailed throughout the IMA. The Committee has responsibility for reviewing such issues and making recommendations to the Select Board.
  - All matters of liability and risk management have been thoroughly analyzed and accounted for in the IMA and coverage requirements are clearly stated for both Towns in Sections 13 & 14.
- Although the host community executive, Shelburne’s Select Board, has the ultimate authority over the Department, the IMA provides representation for Buckland in annual evaluation of the Chief and any future Police Chief hiring advisory committees. The Advisory Committee will also play a significant role in development of the joint budget requests in the future.
- Buckland will transfer all existing Police assets to Shelburne. The IMA provides for any contributions to be returned to Buckland should the agreement terminate.
- The Police Department will maintain a presence in Buckland for customer service, convenience, and visibility.