

**DRAFT**  
**INTER-MUNICIPAL AGREEMENT FOR POLICE SERVICES  
BETWEEN THE TOWNS OF SHELburnE AND BUCKLAND**

THIS AGREEMENT dated as of the \_\_\_ day of \_\_\_\_\_, 2023 (this "Agreement") is entered into by and between the Town of Buckland ("Buckland") and the Town of Shelburne ("Shelburne"), each a "Town" or "Party" and collectively, the "Towns" or "Parties", by and through their respective Select Boards.

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, § 97 authorizes the Select Board of a town to establish a police department under the supervision of an appointed Police Chief; 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 Select Boards in both Towns wish to provide for the provision of police services in Buckland by Shelburne's police department and officers under an arrangement of coordination and cooperation including advice and consent by Buckland as provided for herein, but under the command of a single Police Chief; and

WHEREAS, the Select Boards in both Towns previously executed a Memorandum of Agreement Regarding Shared Police Chief Services, dated August 1, 2022 and effective through June 30, 2023, and desire to now enter into this agreement for comprehensive Police Services;

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 Shelburne shall act as the "host municipality" and operate a police department as authorized by G.L. c. 41, §97, 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 Police Chief 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 14 of this agreement, for the police services to be performed by Shelburne 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 Shelburne and, through this Agreement, in and for Buckland, subject to the right to be reimbursed for such costs related to services for Buckland, such Buckland costs to be determined after review and evaluation of the expenses by the Select Boards 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 \_\_\_\_\_, provided that either Town may terminate this Agreement as set forth in Section 12, 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: Shelburne shall provide Buckland with police services as required by and consistent with the terms of this Agreement and shall make a monthly assessment for said services and shall provide Buckland with monthly reports as set forth below.
- a) For the first year of this Agreement, Buckland shall pay Shelburne \_\_\_\_\_ annually, or \_\_\_\_\_ monthly, to include direct Police budgeted costs, indirect costs, and allocated administrative overhead in accordance with the structure and composition set forth in Exhibit D Cost of Services.
  - b) Buckland will pay Shelburne the assessment monthly on or before the 1<sup>st</sup> of every month beginning on July 1, 2023. Shelburne shall provide to Buckland not later than June 15<sup>th</sup> a statement detailing the monthly payment amounts for the following fiscal year beginning on July 1<sup>st</sup> and ending June 30<sup>th</sup>. Buckland shall make such monthly payments as detailed in said statement without requiring additional invoices or statements.
  - c) Buckland shall afford to Shelburne police officers the same legal enforcement authority, powers and rights in Buckland as would be afforded to like officers serving in similar capacities in Buckland.
    - i) Shelburne Police shall respond to and/or investigate all calls for service within the Town of Buckland. Buckland acknowledges that calls may be responded to by Massachusetts State Police or other Police Departments belonging to any Mutual Aid Agreements in which Shelburne participates depending on time of day, staffing levels or any other considerations which may warrant such response.
    - ii) Shelburne Police shall provide patrols, community policing activities, investigations, preventative policing, and other services within the Town Limits of Buckland at an equal, or approximately equal, level of service as the same is provided within the Town Limits of Shelburne. Services may fluctuate

based on staffing availability, local/regional emergency or non-emergency incidents, weather conditions or other such factors as may occur from time to time. The Police Chief shall determine the actual amount of services to be performed in Buckland at the level he or she deems appropriate to maintain public safety and welfare.

- d) The Advisory Committee, as described in Section 4, shall be responsible for monitoring, reviewing, and recommending changes costs for services performed and other details of this section. The Committee shall submit any recommendations for changes to the Select Boards of each Town for review and approval, which approval shall be appended to this Agreement.
- e) 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 Police Chief will be responsible for providing a timely and thorough explanation of said expenditures to the Select Boards of each Town; said expenditures are subject to all applicable laws pertaining to appropriation of funds.
- f) 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 15<sup>th</sup>.
- g) Shelburne shall be entitled to all revenues received from extra duty details, pistol permits, and any other Police services provided by Shelburne, regardless of the Town in which the payee resides or the services are provided. Shelburne 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.
- h) Buckland agrees to set aside funds within its annual budget to provide for replacement vehicles and other major capital equipment based on the replacement cycle determined by the Police Chief in consultation with the Committee and such funds will be transferred from Buckland to Shelburne at or before the end of the replacement cycle. Buckland agrees to appropriate such funds into a dedicated account for Police capital equipment replacement within the Buckland's Police Stabilization Fund in accordance with all applicable laws pertaining to appropriation of funds. Buckland shall be responsible for the proportional share of any such vehicles or capital equipment in accordance with the assessment formula described in Exhibit D.
- i) The Police Chief shall provide both Towns with a monthly report detailing the following:
  - i) Budget status, including revenue receipts;
  - ii) Calls for service;

- iii) Traffic safety data to include traffic stops, citations issued and motor vehicle crashes;
- iv) Crime data to include crimes, reports and arrests;
- v) Employee actions;
- vi) Complaints and findings;
- vii) Vehicle pursuits and findings;
- viii) Use of reasonable force (UORF) incidents and findings;
- ix) Community outreach and special events activities;
- x) Grants management information; and
- xi) Staffing status, including recruiting and retention information.

- 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' Select Boards, one (1) member of the respective Towns' Finance Committees and one (1) Community Representative appointed by the Select Board in the case of Shelburne and two (2) members by the Select Board in the case of Buckland. 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 10. 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 matters relating to the provision of police services under this Agreement, including:
    - i) Review monthly 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 Select Board. 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 regarding performance under this Agreement between the Towns and provide support to the Police Chief when he or she may request the same.
    - iv) Develop recommendations on 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. 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 Select Board. Prior to these meetings, each Select Board 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, Shelburne shall have the ultimate decision-making authority on 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 Police Chief to maintain public safety, Shelburne 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 Shelburne. Shelburne 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. Shelburne shall make a complete inventory of any and all property transferred to Shelburne, subject to confirmation by Buckland, 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 B 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 Buckland has been awarded a grant in the amount of \$200,000 under the State's ERG program, including funds to provide for the hiring of a full-time Police Officer, renovations and improvements to the Buckland Police Department offices, and other equipment and/or supplies necessary to effect and support the provision of police services by Shelburne within Buckland 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 Buckland using funds provided by this grant shall remain the property of Buckland but shall be under the control of the Police Chief during the term of this agreement. In the case of vehicles, equipment and supplies acquired using ERG funds, such acquisitions shall be transferred to Shelburne. In the event of termination of this Agreement as provided for under Section 12,

any assets, equipment, and supplies, or an equivalent or replacement item as the case may be, acquired under this section will be returned by Shelburne to Buckland. It shall be the responsibility of the Advisory Committee to work in good faith to effectuate return by Shelburne to Buckland of such items contemplated in this section.

- i) The ERG includes funding for the acquisition of a Patrol Vehicle to be used by Shelburne 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 Shelburne is under no obligation to track, monitor or account for its use specific to Buckland or performance under this contract. Upon execution of this Agreement, ownership of the Patrol Vehicle will be transferred to Shelburne. Shelburne 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. Shelburne shall maintain the vehicle as it would any other in its fleet. Should this Agreement be terminated, Buckland 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 Shelburne shall cooperate in its return to Buckland and execute such documents as may be required to accomplish the same.
  - b) Buckland Office: Buckland shall provide office space based on mutual agreement of the Police Chief and Buckland, hereinafter the "Police Office", shall be available for use by Shelburne for the purposes of providing Police services, and the Towns will execute a lease agreement ("the Lease Agreement"), attached hereto as Exhibit C contemporaneously with this Agreement and prior to Shelburne Police occupying the Substation.
    - i) Upon execution of the Lease Agreement, the Police Chief shall have sole authority regarding access to and use of the during the term of such lease.
    - ii) The ERG includes funding for renovations, furnishings, and equipment necessary to use the Office. Such renovations, improvements, equipment, and furnishings shall be procured by, contracted for, and/or performed by Buckland in consultation with the Police Chief. Any and all improvements or acquisitions shall remain the property of Buckland.
  - c) Should this Agreement be terminated as provided for in Section 12, Shelburne shall return to Buckland those assets, or their subsequent replacements or equivalents listed in Exhibit B.
- 6) BUDGET: The budget for police services will be developed and managed by Shelburne with recommendations from Buckland pursuant to Section 4 of this Agreement. The annual budget, including all municipal assessments, shall be prepared in a timely manner by Shelburne in order to meet the financial evaluation and fiscal expectations of Buckland. The annual budget request shall be delivered to the Towns on or before February 1<sup>st</sup> of the preceding fiscal year so that

each Town may review and provide any further comment or recommendations through their respective Finance Committees and Select Boards.

- 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 Shelburne Town Accountant and/or Police Chief and, after review and evaluation by the Committee, provided to Buckland. Shelburne 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 October 1 of each year, Shelburne shall deliver to Buckland 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 Police Chief). A budget summary for consideration by the Committee will be included.
- 7) **FINANCIAL SAFEGUARDS:** Under the provisions of M.G.L. Chapter 40, §4A, Shelburne shall provide to Buckland periodic financial statements that shall include: accurate and comprehensive records of the services performed under this Agreement; the costs incurred by Shelburne; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Police Chief as required under this agreement. The financial and accounting records required by this Section shall be subject to and included within Shelburne’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 Police Chief shall be responsible for organizing, directing, and supervising all operations of the Shelburne Police Department, as set forth in the job description that is attached hereto as Exhibit A.
- a) The Police Chief shall be appointed by and report to the Shelburne Select Board.
    - i) The Shelburne Select Board and one (1) member of the Buckland Select Board shall meet not less frequently than annually to conduct a performance evaluation of the Police Chief.
    - ii) In the event that, for any reason, Shelburne needs to hire a new Police Chief, the Shelburne Select Board shall provide for the posting of notice of the vacancy and conduct such a search process as it determines to be appropriate. The Shelburne Select Board shall appoint a hiring/screening advisory subcommittee, whose members and composition shall be at the discretion of the Board, but shall include one (1) or more members recommended by Buckland, 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). Shelburne retains all authority in hiring, evaluating, and terminating the Police Chief in accordance with the provisions of his or her contract.

- b) The Shelburne Police Chief shall be the “licensing authority” for the Towns as defined in G.L. c. 140, § 121.
  - c) The Shelburne Police Chief shall also submit monthly reports as described in Section 3(i) to the Select Boards 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 Police Chief 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 Police Chief shall make recommendations to the Shelburne Select Board and the Chief will be available to meet with the Buckland Select Board at their request to discuss the operating budget and police services.
  - e) The Police Chief may apply for and monitor grants for which Shelburne and Buckland may be eligible and shall comply with all requirements of the granting authority, whether public or private.
  - f) The Police Chief shall monitor the work of the Committee and progress toward meeting established police services objectives, and report thereon to the Select Boards of the Towns.
  - g) The Police Chief 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 Shelburne. Subject to applicable law, any personnel actions shall be communicated to the Select Boards of each Town. The Chief will coordinate these duties and/or actions with the appropriate authorities in the Town of Shelburne and in the Town of Buckland in any case where police personnel have duties specific to meeting legal or other requirements for the Town of Buckland (e.g., Animal Control, Board of Health, Building Inspection, or enforcement).
- 9) COMPLAINTS: Buckland shall notify the Police Chief and Shelburne Select Board of any complaints received by any Buckland officials regarding the actions, activities or conduct of any Shelburne Police personnel immediately upon receipt. Buckland shall have no involvement nor responsibility whatsoever in investigating or resolving such a complaint unless specifically requested to do so by the Shelburne Select Board at the recommendation of the Police Chief. Buckland shall be apprised of the resolution of any such complaints.
- 10) ADDITION OF NEW MEMBERS: The addition of new member municipalities to the Agreement will require an affirmative vote of the Select Boards 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.

11) AMENDMENTS: This Agreement may not be revised, modified, or amended except in writing by both Towns when duly authorized by their respective Select Boards.

12) 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 Select Board and need not state any cause. The Committee shall endeavor in good faith prior to the expiration of such one-year period to determine a recommendation to the Shelburne Select Board for 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, Shelburne shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same for payment within thirty (30) days thereafter. Shelburne shall continue providing services up until the effective termination date.

13) 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.

14) INSURANCE: The Town of Buckland shall maintain insurance coverage for the Police Office as required under Article Six of the Lease Agreement. The Town of Shelburne shall maintain Personal Property insurance for vehicles, equipment and other materials located within the Substation. The Town of Shelburne 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.

- 15) **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.
- 16) **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.
- 17) **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.
- 18) **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.
- 19) **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.

- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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 or 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 Shelburne  
Town Administrator  
Shelburne Town Hall  
51 Bridge Street  
Shelburne, MA 01370

For: Town of Buckland  
Town Administrator  
Town of Buckland  
17 State Street  
Buckland, MA 01370

24) 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 SHELBURNE

TOWN OF BUCKLAND

By its Select Board

By its Select Board

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List of Exhibits

Exhibit A – Police Chief Job Description

Exhibit B – Inventory of Assets Contributed by Buckland

Exhibit C – Lease Agreement between Shelburne and Buckland

Exhibit D – Cost of Services

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