

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

THIS AGREEMENT dated as of the 1 day of July, 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 and have all authority to supervise, hire, be responsible for discipline and terminate said 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 7-1-23, 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 renew for successive three (3) year periods upon agreement of the parties with at least six (6) months’ notice if practicable.
- 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 \$334,264 (three-hundred thirty-four thousand, two-hundred and sixty-four dollars) annually, or \$27,855 (twenty-seven thousand, eight-hundred and fifty-five dollars) monthly, to include direct Police budgeted costs, indirect costs, and allocated administrative overhead in accordance with the structure and composition set forth in Exhibit C Cost of Services.
 - b) Buckland will pay Shelburne the assessment monthly on or before the 1st of every month beginning on July 1, 2023. Shelburne shall provide to Buckland not later than June 15th a statement detailing the monthly payment amounts for the following fiscal year beginning on July 1st and ending June 30th. 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 15th.
- 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 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 C.
- 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;
- xi) Staffing status, including recruiting and retention information; and
- xii) Any other information the Chief or Select Boards wish to include that is reasonable and appropriate, in the opinion of the Chief, to include.

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 will 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 matters 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 or other Expenditures Made 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, supplies and/or expenditures 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.
- ii) The ERG includes funding for a full-time officer and other expenditures necessary to support the execution of this Agreement. As the award recipient, Buckland agrees to work with Shelburne to effect the transfer of the funds necessary to recruit and hire the full-time officer from Buckland to Shelburne. Further, the existing full-time Police Sergeant of the Buckland Police Department employed prior to June 30, 2023 by Buckland may, at the discretion of the Police Chief, be made an employee of the Shelburne Police Department, provided that said Police Sergeant be subject to the Personnel Policies of Shelburne and continue to perform to the standards set forth in said Policies and in compliance with good policing standards as defined by the Police Chief. Buckland shall work with Shelburne to utilize and transfer funds from the ERG to ensure that said employee retains any sick and personal leave time accrued as of June 30, 2023 upon his employment by Shelburne subject to funding being transferred from Buckland to Shelburne to cover the costs of accrued sick and personal leave time. The Town of Shelburne, Police Chief and/or Select Board shall work with the Sergeant regarding use of this accrued sick and personal leave time that is in excess of leave time granted pursuant to the Shelburne Personnel Policies.

- b) **Buckland Office:** Buckland shall provide office space based on mutual agreement of the Police Chief and Buckland, hereinafter the "Police Office", which shall be available for use by Shelburne for the purposes of providing Police services under the terms of this Agreement.
 - i) Upon execution of this Agreement, the Police Chief shall have sole authority regarding access to and use of the Police Office during the term of this Agreement.
 - 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 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 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, each 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. For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project or otherwise.
- 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, the Parties agree to mediate such dispute prior to filing in Court so long as no statute of limitation issue exists. Any costs associated with mediation shall be split evenly between the Towns. 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 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 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.
- 25) **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any entity not a Party hereto.
- 26) **NO PERSONAL LIABILITY:** No officer or employee of a Party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.
- 27) **AUTHORITY:** Each Party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the Party.
- 28) **COUNTERPARTS:** This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

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

By its Select Board

Bob M. Manna
Andrew Bailey
John F. L. Linn

TOWN OF BUCKLAND

By its Select Board

Barry L. C. C. C. C.
John P. P. P.
Lawrence A. M. M.

Exhibit A – Police Chief Job Description

Town of Shelburne, Massachusetts Job Description

Position Title:	Police Chief	Grade Level:	III
Department	Police Department	Date:	01/14/15
Reports to:	Board of Selectmen	FLSA Status:	Exempt

Statement of Duties: The Chief of Police is the chief municipal law enforcement officer in accordance with M.G.L. c.41, Section 97A responsible for the administration, organization, coordination and supervision of the Police Department including short and long-term planning, administration, staffing, rules and regulations within the Department and for the enforcement of all laws and by-laws within the Town of Shelburne's legal jurisdiction as well as coordination with outside agencies/departments on police matters. The employee is required to perform all similar or related duties.

Supervision Required: Under the administrative and policy the policy direction of the Board of Selectmen, working from municipal policies and objectives and in accordance with local, state and federal regulations and laws the employee is required to establish short and long-range department plans and objectives for a major department of the Town; establish department and employee performance standards and assumes direct accountability for department results. Consults with the Town Administrator and/or the Board of Selectmen where clarification, interpretation, or exception to municipal policy may be required. The employee exercises responsibility in the development of department operating and capital budgets and the recruitment and training of employees. The employee is expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervisory Responsibility: The employee is accountable for the direction and success of department programs and services accomplished through others. The employee is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The employee typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including recommending hiring, training and disciplining of employees.

The employee supervises a major department of the Town consisting of two (2) full-time and five (5) part-time sworn officers in a non-union environment. Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, volume of work, sudden emergencies due

Police Department
Police Chief
5/9/23

Exhibit A – Police Chief Job Description

Town of Shelburne, Massachusetts Job Description

to uncontrollable or unpredictable circumstances. Large numbers of employees are physically separated for substantial portions of time due to multiple work shifts or concurrent work assignments.

Confidentiality: The employee has regular access at the departmental level to a wide variety of confidential information including official employee personnel files, CORI records, client or department records, collective bargaining, criminal investigations, and court records.

Judgment: Guidelines only provide limited guidance for performing the work. They may be in the form of administrative or organizational policies, general principles, legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of established guidelines, laws (state or federal), regulations or policies. The employee is recognized as the department's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work performed requires a high degree of individual tolerance to combinations of extremely unpleasant elements, or mental stress from constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well being and/or safety may be compromised such as Fire and Police personnel and is subject to trauma exposure. Employee may be required to work beyond normal business hours in response to emergency situations or to attend evening meetings.

Public Contact: Employee has constant interaction with local, state, and federal government officials, community leaders and any other individuals to protect and promote government relations and the municipality's overall interest. Employees must possess a high degree of diplomacy and judgment. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the well being of the municipality.

Accountability: Duties include department level responsibility for technical processes, service delivery, contribution to municipal wide plans and objectives, and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department programs or services,

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have adverse public relations, labor/material costs, personal injury, extensive financial and/or legal repercussions to the Town, and danger to public health/safety.

Occupational Risk: Duties may involve exposure to hazardous life threatening conditions. Job duties may entail the possibility for serious personal injury or exposure to conditions that could result in total permanent disability or loss of life such as when restraining violent persons. For example, danger of physical attack or work during extreme weather conditions. Extreme care and safety precautions are required at all times in order to prevent personal injury.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Plans, coordinates, controls, and directs the provision of police law enforcement operations including the performance of patrol functions, dispatching as well as the development of the department's organization structure/staffing in order to enforce all laws which the Department or its officers have the authority to execute including emergency management, Homeland Security and in accordance with the town's personnel bylaw and the department's collective bargaining agreements.

Organizes, directs and controls all resources to establish a daily routine and tasks for all personnel of the Department including the most effective utilization of all department resources.

Responsible for indentifying, evaluating, and managing the risks and hazards impacting public safety and the quality of life in the community; reports to incidents, investigates/assigns cases to members of the department.

Provides and oversees the organizational structure and employee performance of all department staff including professional development, training, discipline, maintenance of equipment, crime prevention, suppression of crime, community policing as well as maintaining the efficiency and effectiveness of all department personnel.

Prepares and coordinates the presentation of the department's annual operating budget; directs the implementation of the departments' budget; plans for and reviews specifications for new or replaced equipment, and controls the expenditures of the department within annual budgeted appropriations; performs clerical work including the issuance of licenses and permits, mailings, data entry etc., as necessary.

Reviews, administers, and develops the department's operating and capital budget plans to insure

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adequate and timely replacement and/or repair of department capital equipment.

Responds to incidents and ensures command at the scene of emergencies in accordance with department policies; National Incident Command System (NIMS) and Incident Command System (ICS).

Oversees the maintenance of the police department building, grounds, equipment and fleet; maintains and controls access to police department records, statistical data, evidence and property control.

Represents the Town and department at various local and/or state ceremonial events.

Communicates with and attends public events as requested by various local organizations, service clubs and civic groups.

Initiates the investigations of alleged or apparent misconduct by Department personnel as required.

Reviews search and arrest warrants; appears and testifies as a witness in an official proceeding to assist the department's role in the judicial and administrative process.

Oversees the design and implementation of the department's community relations, press releases, relations with the media, and community policing programs; attends related meetings as required.

Provides information and reports regarding the police department's activities and operations as may be required for the Department's relations with local citizens, the local government and other related agencies.

Conducts independent research and prepares various reports for local, state and federal authorities as required regarding department operations.

Coordinates and cooperates with State and federal law enforcement authorities such as Emergency Management and Homeland Security as necessary.

Responsible for communication with the public, media, local, state, and federal officials relating to all activities of the department; coordinates with other local, state, and federal agencies as situations dictate.

Establishes a routine of daily duties to be performed by officers as designated by the Police Chief and designate an officer to assume command of the Department (as per command protocol) in his/her temporary absence; ensures that all members of the department have available to them

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Exhibit A – Police Chief Job Description

Town of Shelburne, Massachusetts Job Description

copies of the Department's Rules, Regulations, Policies, and Procedures.

Promulgates all general, personnel, and special orders of the Department and issues orders, written and oral consistent with the powers, duties and responsibilities of the Police Chief position.

Informs himself/herself of the affairs of the department including the analysis of reports, statistics, professional journals and other information to recognize trends and develop response measures to be assured that the duties and responsibilities of subordinates are being properly discharged.

Exercises general supervision and inspection of all public places within the Town and causes the laws and ordinances concerning them to be obeyed.

Ensures that all department personnel are kept abreast of new statutes or changes in existing laws, techniques, methods of safety and other developments in the field of law enforcement.

Oversees the custody of all funds, evidence, and personal property submitted to the Police department.

Works closely with other officials on emergency planning and special projects as necessary.

Recommended Minimum Qualifications:

Education and Experience: Minimum of a Bachelor's Degree with a Master's Degree preferred in Criminal Justice, Public Administration or a related field; more than ten (10) years of experience in the law enforcement field with at least five (5) years experience at a command or supervisory level; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Valid Massachusetts Class D Motor Vehicle Operator License; CPR/First Responder Certification; MPTC Certification as a Massachusetts full-time police officer (or be able to obtain exemption); Massachusetts Class A License to carry firearms; Incident Command (ICS 100, 200, 300 and 700); FBI Academy certification is preferred. Standardized Field Sobriety Test and Radar Certification.

Knowledge, Abilities and Skill

Knowledge: Extensive knowledge of pertinent Mass. General Laws (Chapter 150E-collective bargaining, 111F, FLSA, Civil Service, etc), Town By-laws, federal, constitutional, and statutory laws, Town Bylaws and Ordinances, as well as the principles and practices of modern police administration and law enforcement methods and techniques (i.e. community policing etc);

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extensive knowledge of the standards by which the quality of police service is evaluated and the use of police records and their application to police administration; thorough knowledge of statutes and ordinances relating to law enforcement; the ability to plan, organize, and direct the work of a large number of subordinates performing varied operations connected with police and emergency medical activities. Working knowledge of the criminal and juvenile justice systems. Working knowledge of budgeting, personnel management, fleet management, facility management, and occupational risk management. Knowledge of technology in support of department operations and administration including the Internet.

Abilities: Ability to supervise subordinates and delegate authority as required in a positive and effective manner and to delegate authority efficiently; ability to establish and maintain harmonious and productive working relationships and maintain discipline and morale with employees in a union environment; maintain effective working relationships with town officials, town departments, local, county, state, and federal law enforcement officials, and the public; ability to plan, assign, direct and review the work of subordinates and to direct large scale operations of personnel and equipment making sound judgments under stressful life-threatening situations; ability to deal with disgruntled members of the public in a diplomatic and effective manner and to deescalate violent situations and combative individuals. Ability to perform the duties and functions of a police officer and operate equipment including motor vehicles in emergency situations under adverse weather and/or road conditions. Ability to exercise sound judgment and to enforce local ordinances, state and/or federal laws, and/or regulations in an impartial manner.

Skill: Proficient oral and written communication skills. Effective leadership, supervisory and personal computer software skills in support of department operations. Effective budget management skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical and Mental Requirements: Work involves frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform moderate to heavy physical effort for prolonged periods of time in connection with emergency situations on a continuous basis for extended periods of time, or regular travel on foot over rough terrain or barriers, or the potential need to subdue or restrain violent persons during arrest using standard police procedures.

Motor Skills: Duties may involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions that may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed to safely

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operate a motor vehicle safely for prolonged periods of time in all weather conditions at high rates of speed and to fire a gun.

Visual Skills: Visual demands require the employee to constantly read documents for general understanding and analytical purposes, as well as to review non-written materials such as maps or blue prints. The employee is required to determine color differences. Must be able to distinguish sounds such as voice patterns and be able to communicate orally. Specific vision requirements include close vision and the ability to adjust and focus.

This job description does not constitute an employment agreement between the employer and the employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Exhibit B - Inventory of Assets Contributed by Buckland

Company: Buckland Police Department

Date: 5/9/2023

Total Inventory Value: \$

120,772.00

Item Description		Quantity and Value					Item Details				
Name	Description	ID Tag	Category	Condition	Unit Value	Qty	Value	Model No.	Serial No.	Notes	
Desktop Computer 1	Dell Desktop Comp. intel i5	HFk28B3	Computer	Used	\$1,000.00	1	\$ 1,000		HFk28B3-Service Tag		
Desktop Computer 2	Dell Desktop Comp. intel i5	HDVx7B3	Computer	Used	\$1,000.00	1	\$ 1,000		HDVx7B3- Service Tag		
Desktop Computer 3	Dell Desktop Comp. intel i5	8BJBHH2	Computer	Used	\$1,000.00	1	\$ 1,000		8BJBHH2-Service Tag		
Desktop Computer 4	Dell Desktop Comp. intel i5	HF9V7B3	Computer	Used	\$1,000.00	1	\$ 1,000		HF9V7B3- Service Tag		
Desktop Computer 5	ASUS Desktop Comp. intel i5		Computer	Like New	\$1,000.00	1	\$ 1,000	NVIDIA GEFORCE			
Unmarked Police Car	2022 Ford Explorer		Vehicle	Used	\$46,000.00	1	\$ 46,000	Explorer	1FMSK8AW1NN00760	Miles- 1758.3	
Unmarked Police Car	2019 Ford Explorer		Vehicle	Used	\$35,000.00	1	\$ 35,000	Explorer	1FMSK8AR9KGB45927	Miles- 20625.1	
Fully Marked Police Car	2014 Ford Explorer		Vehicle	Used	\$7,000.00	1	\$ 7,000	Explorer	1FMSK8AR9KGB45927	Miles- 76652.9	
Mobile Data Terminal 1	Microsoft Surface Pro		Tablet	Used	\$500.00	1	\$ 500				
Mobile Data Terminal 2	Microsoft Surface Pro		Tablet	Used	\$1,200.00	1	\$ 1,200				
Mobile Data Terminal 3	Microsoft Surface Pro		Tablet	Used	\$1,200.00	1	\$ 1,200				
Mobile Data Terminal 4	Microsoft Surface Pro		Tablet	Used	\$1,200.00	1	\$ 1,200				
Taser 1	Axon		Equipment	Used	\$600.00	1	\$ 600		X3000DRX4		
Taser 2	Axon		Equipment	Used	\$600.00	1	\$ 600		X3000DRX4		
Body Cam 1	Watchguard Body Camera		Equipment	Used	\$800.00	1	\$ 800	Vista			
Body Cam 2	Watchguard Body Camera		Equipment	Used	\$800.00	1	\$ 800	Vista			
Body Cam 3	Watchguard Body Camera		Equipment	Used	\$800.00	1	\$ 800	Vista			
Body Cam 4	Watchguard Body Camera		Equipment	Used	\$800.00	1	\$ 800	Vista			
Body Cam 5	Watchguard Body Camera		Equipment	Out of Service		1	\$ -	Vista			
Portable Radio 1	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3112	FRCOG Grant covered diff	
Portable Radio 2	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3111	FRCOG Grant covered diff	
Portable Radio 3	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3108	FRCOG Grant covered diff	
Portable Radio 4	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3100	FRCOG Grant covered diff	
Portable Radio 5	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3101	FRCOG Grant covered diff	
Portable Radio 6	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3124	FRCOG Grant covered diff	
Portable Radio 7	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3123	FRCOG Grant covered diff	
Portable Radio 8	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3104	FRCOG Grant covered diff	
Portable Radio 9	Motorola APX 6000 Radio		Equipment	Like New	\$619.76	1	\$ 620	APX6000	3102	FRCOG Grant covered diff	
Mobile Radio 1	Motorola APX 6500 Radio		Equipment	Like New	\$565.79	1	\$ 566	APX6500	254	FRCOG Grant covered diff	
Mobile Radio 2	Motorola APX 6500 Radio		Equipment	Like New	\$565.79	1	\$ 566	APX6500	258	FRCOG Grant covered diff	
Mobile Radio 3	Motorola APX 6500 Radio		Equipment	Like New	\$565.79	1	\$ 566	APX6500	259	FRCOG Grant covered diff	
Mobile Radio 4	Motorola APX 6500 Radio		Equipment	New	\$741.79	1	\$ 742	APX6500	317	FRCOG Grant covered diff	
Lidar Handheld 1	MPH Speedlaser Lidar		Equipment	Used	\$800.00	1	\$ 800	880001	S500926	Grant?	
Lidar Handheld 2	MPH Speedlaser Lidar		Equipment	Used	\$800.00	1	\$ 800	880001	S500925	Grant?	
AED 1	Phillips Heart Start FRX		Equipment	Used	\$800.00	1	\$ 800	HeartStart FRX			
Handgun 1	S&W M&P 2.0 .45		Equipment	Like New	\$500.00	1	\$ 500	M&P 2.0	NJ13471		
Handgun 2	S&W M&P 2.0 .45		Equipment	Like New	\$500.00	1	\$ 500	M&P 2.0	NKY9391		
Handgun 3	S&W M&P .45		Equipment	Like New	\$400.00	1	\$ 400	M&P	HUK0698		
Handgun 4	S&W M&P .45		Equipment	Like New	\$400.00	1	\$ 400	M&P	HUK2720		
Handgun 5	S&W M&P .45		Equipment	Like New	\$400.00	1	\$ 400	M&P	HUK0703		
Handgun 6	S&W Sigma SW40E		Equipment	Used	\$275.00	1	\$ 275	SW40E	PBH2300		
Handgun 7	S&W Sigma SW40E		Equipment	Used	\$275.00	1	\$ 275	SW40E	PAJ5656		
Handgun 8	S&W Sigma SW40E		Equipment	Used	\$275.00	1	\$ 275	SW40E	PAH2379		

Name	Description	ID Tag	Category	Condition	Unit Value	Qty	Value	Model No.	Serial No.	Notes
Shotgun 1	Mossberg 12 gauge		Equipment	Used	\$380.00	1	\$ 380	590	V0033757	
Shotgun 2	Remington 12 gauge		Equipment	Used	\$300.00	1	\$ 300	870	C903330M	
Shotgun 3	Remington 12 gauge		Equipment	Used	\$300.00	1	\$ 300	870	B234534M	
Shotgun 4	Remington 12 gauge		Equipment	Out of Service	\$150.00	1	\$ 150	870	V503559V	
Rifle 1	Bushmaster 5.56mm		Equipment	Used	\$750.00	1	\$ 750	XM15-E2S	L275176	
Rifle 2	Bushmaster 5.56mm		Equipment	Used	\$750.00	1	\$ 750	XM15-E2S	L275219	
Radar Handheld 1	Decatur Scout Radar		Equipment	Used	\$800.00	1	\$ 800		SHD-04754	
Radar Handheld 2	Decatur Scout Radar		Equipment	Used	\$800.00	1	\$ 800		SHD-04770	
PBT	Dräger Alcotest		Equipment	Used	\$800.00	1	\$ 800	6820		Grant?
PBT	Dräger Alcotest		Equipment	Used	\$800.00	1	\$ 800	6820		Grant?

**Exhibit C - Cost of Services
Shelburne Police Department
Total Cost of Police Services**

Police Services Budget

The total cost of Police services includes the departmental budget and indirect costs, which are both allocated overhead and Police-specific costs not otherwise included in the departmental budget. FY2023 is used as the basis year and establishes the rate used to apply indirect costs for future years.

FY2023 Departmental Budget

Departmental Budget (Shelburne only)	328,224	68%	Direct Costs
Indirect Costs	152,067	32%	Indirect Rate
Total Cost of Police Services - FY2023 - Shelburne	480,291	100%	

The Police Chief develops the FY2024 budget for Shared Police Services for both Towns in a consolidated budget. The indirect rate is then applied to this budget to determine the total cost of Police services in FY2024. As grant funds may be used if the Shared Service IMA is approved, the total cost of Police services is offset by that amount for FY2024 for a net budget.

FY2024 Budget Allocation	rate	
Departmental Budget		576,452
Indirect Costs (budget X indirect rate)	32%	182,513
Subtotal - Cost of Police Services		758,965
Less E&R Grant Funds (year 1 only)		(77,920)
Total FY2024 Cost of Police Services		681,045

Buckland Assessment

The Total Cost of Police Services is then assessed to Shelburne on a per capita basis. This is the amount that Buckland will pay for Police services under the Shared Services IMA. Note that Buckland will also be responsible, per the terms of the IMA, for a proportional share of any capital investments and is required to set aside such funds in its own Police Stabilization Fund and provide them for future vehicle or equipment replacements.

	Buckland	Shelburne	Total
2020 Population (U.S. Census Bureau)	1,816	1,884	3,700
as % of total	49.1%	50.9%	100.0%

	Total Police Cost		rate	Total Cost to Buckland
Buckland Police Services Assessment	681,045	X	49.1%	334,264

Exhibit C - Cost of Services (cont.)
Indirect Cost Allocations - FY2023 Basis

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)	462	
General Liability (estimate from MIIA)	1,000	
Boiler & Machinery (actual for Police)	79	
Auto (Police cruisers only)	3,026	
Inland Marine	-	
Umbrella (Police only)	286	
Law Enforcement Liability (50% of Public Officials and Police Liability)	3,000	
Special Risk/IOD (Workers' Comp for Public Safety per MGL)	21,477	
Total - MIIA Insurance Premiums		29,330

Unemployment Insurance

	Town	Police	As % of total	
Salaries & Wages	761,439	268,904	35.32%	
			Rate	
Total Town Unemployment Premium	1,100	X	35.32%	388

Franklin County Regional Retirement System

	FY2023		Rate	
Full-time Police base wages	196,547	X	23.50%	46,189

Health, Dental & Life Benefits Benefits

Health	22,060	
Dental	2,802	
Life	192	
Total - Health, Dental & Life		25,053

Medicare

	FY2023		Fed Tax Rate	
Total Department Wages	268,904	X	1.45%	3,899

Indirect Cost Allocations - FY2023 Basis

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 Shelburne Budget	5,801,334		
Less School Appropriation	(2,830,590)		
Town Budget Appropriation	2,970,744		
 Police Department Budget (less Admin)	 328,224		
as a % of Town Budget	11.0%		
	Dept Budget	Rate	Cost
BOS & Town Admin, Misc Exp.	186,468	11.0%	20,602
Information Technology		11.0%	-
Treasurer	32,027	35.3%	11,311
FRCOG Accounting Program/Exp/Audit	46,911	20.0%	9,382
Town Counsel	9,500	11.0%	1,050
Total	274,906.31		42,344

Additional Expenditures Subject to Allocation

Town contributions to OPEB is allocated based on % of Police wages to total Town wages.

	FY2023	Rate	
Transfer to OPEB Trust Fund	14,870	35.32%	5,251.38
			5,251
 Total Town Wages	 761,439		
Total Police Wages	268,904		
Police as % of total	35.32%		
 Total Indirect Costs			152,067

List of Exhibits

Exhibit A – Police Chief Job Description

Exhibit B – Inventory of Assets Contributed by Buckland

Exhibit C – Cost of Services