

Inter- Municipal Agreement

Chester – Blandford

Shared Police Services Partnership (CBSP) - 9/19/19

THIS AGREEMENT dated as of the 1 day of January, ~~2019~~²⁰²⁰ (this "Agreement") is entered into by and between the Towns of Chester, Massachusetts and Blandford, Massachusetts (collectively, the "Towns"), by and through their respective boards of selectmen.

WHEREAS, G.L. c. 40, § 4A authorizes the Chief Executive of a town to enter into agreements with one or more municipalities for, and to share costs of, that other municipality's services which the town is authorized to perform; and

WHEREAS, G.L. c. 41, § 97A authorizes the Selectmen of a Town to establish a Police Department under the supervision of an appointed Chief of Police; and

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

WHEREAS, the boards of selectmen in both Towns wish to improve the provision of police services in their respective communities through regional coordination and cooperation, pursuant to a joint advisory oversight committee and under the command of a single Chief of Police; and

WHEREAS, the Town of Chester Board of Selectmen by vote dated 9/16/19 approved this Agreement and authorized execution by its Chairman; and

WHEREAS, the Town of Blandford Board of Selectmen by vote dated 9/23/19 approved this Agreement and authorized execution by its Chairman.

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

- 1) **Host Municipality** – The Town of Chester shall serve as the "host municipality" and operate a police department as authorized by G.L. c. 41, §97A, subject to the terms of this Agreement.
 - a) Without limiting the generality of the foregoing, the "host municipality" shall:
 - i) enter into contracts for goods and services;
 - ii) employ all staff, including without limitation the Chief of Police and all subordinate sworn personnel and other employees;
 - iii) maintain insurance in such coverage amounts and with such deductibles as it deems appropriate;
 - iv) apply for grants;

- v) maintain appropriate records; and
- vi) incur, as necessary, any unforeseen incidental or other costs related to the provision of police services to the Town of Chester and, through this Agreement, the Town of Blandford, subject to the right of the Town of Chester to be reimbursed in the amount of half such cost by the Town of Blandford following review and approval of the expenses by the Boards of Selectmen of the Towns acting jointly.

2) **Provision of Services to Blandford; Assessments.** The Town of Chester through this agreement shall provide the Town of Blandford with sufficient police personnel hours to cover adequately the Town of Blandford's law enforcement needs, within the constraints of the police budget. Officials from both Towns shall work cooperatively to determine staffing and scheduling needs for each Town.

- a) The towns shall share program costs equally.
- b) An annual assessment shall be charged to the Town of Blandford by the Town of Chester which will be calculated to cover the Town of Blandford's share (fifty percent (50%) of all personnel and operational costs including salaries, health care costs, retirement expenses, equipment and supplies, capital costs and other benefits and costs for all personnel and operations.
- c) The Town of Blandford shall pay the Town of Chester an annual assessment on or before August 1st of each year, which will cover its fifty percent (50%) share of the total costs incurred in connection with the operations, equipment and personnel as provided under this Agreement.
- d) All vehicles and property used for the provision of police services under this Agreement, regardless of which Town owns or may be the owner at the time of the signing of this Agreement, shall be treated as the property of the Town of Chester. The Town of Chester shall be responsible for the maintenance and repair, as well as the retirement and replacement, of all such assets. The Towns will share equally all costs associated with property and vehicle maintenance, property and vehicle purchasing, and any other costs after discussion between the Towns pursuant to Section 3.

3) **Chester-Blandford Shared Police Services Partnership.** The Towns hereby establish the Chester-Blandford Shared Police Services Partnership ("CBSP"), an Advisory Oversight Committee through which the Towns may jointly analyze and discuss the shared police services provided pursuant to this Agreement.

- a) **Purpose.** Through the CBSP, each Town may review, raise issues, and make comments or recommendations on all matters relating to the provision of police services under this Agreement, including but not limited to scheduling, expenditure of funds, and employment decisions.
- b) **Composition.** The CBSP shall comprise the members of each town's three-member board of selectmen. The Towns will alternate on yearly basis being the Chairman and Vice-chairman. (EG. A Selectman from Chester will be the Chairman one year and a Selectman from Blandford will be Vice-Chairman in that same year. In the following year they will switch roles and a Selectman

from Blandford will become Chairman and a Selectman from Chester will become Vice-chairman. The Chairman (or in their absence the Vice-Chairman) shall be responsible for calling, posting and managing the meetings. As a Regional Public Body the CBSP shall conduct its meetings in accordance with The Commonwealth of Massachusetts Open Meeting Law Rules and Requirements (940 CMR 29.01-29.11). Accurate meeting minutes and meeting notes shall be maintained and kept.

- c) **Operation.** The Boards of Selectmen of the Towns, through the structure of the CBSP, shall meet jointly, not less frequently than quarterly, to review all matters pertaining to the CBSP. Without limiting the generality of the foregoing, at such meetings the Boards shall review, discuss and, as appropriate, vote on policies, goals, staffing, promotions and operational issues. Prior to these meetings, each Board must meet separately to establish the Board's position on any matters it wishes to discuss, as if it were a matter purely within its own authority. Once the Board has reached a decision on said matter, the two Boards may share the results of their discussion. As the appointing authority, the Town of Chester has the ultimate decision-making power on any matter discussed between the Towns under this section; any recommendations, evaluations, or other products of deliberations by the Town of Blandford shall be offered in an advisory capacity with the understanding that the Towns share an interest in efficient provision of police services. The Town of Chester shall act in good faith in considering the stated position of the Town of Blandford and ultimately making its determination.
 - i) The Boards of Selectmen of the Towns through the CBSP shall meet not less frequently than annually to provide a performance evaluation of the Chief of Police.
 - ii) In the event that, for any reason, the Towns require the hiring of a new Chief of Police for the shared policing arrangement, the Boards of Selectmen of the Towns will jointly post notice of the vacancy and conduct a search process as the said Boards jointly determine to be appropriate. The Town of Blandford may provide its recommendations and comments on candidates for the position, but any hiring decision shall ultimately rest with the Town of Chester, as the appointing authority. Nothing shall prevent the Boards of Selectmen of the Towns from appointing a preliminary screening committee, which may include not more than one member of each such Board, to screen candidates for the position in executive session or otherwise under G.L. c. 30A, § 21(a)(8).
 - iii) Similarly, with respect to the process for removal as set forth in Section 6(h), the Town of Blandford may provide a recommendation through the CBSP, but the ultimate decision rests with the Town of Chester.
- 4) **Budget and Compensation.** The budget for police services will be developed and managed by the Town of Chester with recommendations from the Town of Blandford and the CBSP according to Section 3 of this Agreement. It is required that the annual budget, including all municipal assessments, be prepared in a timely manner by the Town of Chester in order to meet the financial evaluation and fiscal expectations of the Town of Blandford. The annual budget request for each

fiscal year for police services under this Agreement shall be delivered to the Towns on or before February 1st of the preceding fiscal year so that each Town may review and provide recommendations through the CBSP.

- a) Any remaining funds in the police services budget after an annual reconciliation will be properly shared by the Towns after review and evaluation by the CBSP. The Town of Blandford may be refunded a portion of its assessment in this respect.
 - b) Compensation rate schedules for police officers shall be set by the "host municipality". The current compensation rates are set forth in Attachment A hereto.
 - c) Annual Report. On or before October 1 of each year, the Town of Chester shall deliver an annual report describing the programs, operations, challenges and opportunities pertaining to the services provided under this Agreement, including a budget summary, to the Town of Blandford for consideration through the CBSP.
- 5) **Financial Safeguards.** Under the provisions of M.G.L. Chapter 40, §4A, the Town of Chester shall provide to the Town of Blandford periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Chief of Police on a quarterly basis. In addition, all bills and payrolls submitted for work done under this agreement shall be plainly marked to indicate that the work was done under the authority of this agreement. The accounting records discussed in this Section shall be subject to the annual audit process of the Town of Chester and shall be subject to periodic audit by the Town auditor as is current practice.
- 6) **Position Description – Police Chief.** The Chief of Police shall be responsible for organizing, directing, and supervising all operations of the Chester Police Department and the CBSP, as set forth in the job description attached hereto as Attachment B.
- a) The Chief of Police shall report to the Town of Chester's Board of Selectmen and must be formally appointed as Police Chief by the Board of Selectmen.
 - b) The Chief of Police shall also report to the Boards of Selectmen for each party to this Agreement regarding the status of current operations, community needs, and the state of the success or challenges of the shared service model arrangement.
 - c) The Chief of Police shall be responsible for complex administrative, technical, educational and inspectional work and in planning and managing a public safety program for both Towns.
 - d) The Chief of Police shall make recommendations to the Town of Chester and the CBSP regarding an annual operating budget for the joint provision of police services within established parameters set by the Boards of Selectmen of the Towns and the CBSP.
 - e) The Chief of Police shall apply for and monitor all grants and ensure that funds are transferred and available when needed, observing all guidelines set forth by the Commonwealth and the Boards of Selectmen of the Towns.

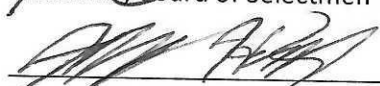
- f) The Chief of Police shall review the work of the Chester Police Department and the CBSP, will monitor its progress toward satisfying program objectives, report progress and challenges to officials in each town, and approve standards regarding the quality and quantity of work required of employees.
 - g) The Chief of Police shall be responsible for the annual evaluation of all subordinate personnel and will manage all such personnel. The Chief shall adopt and adhere to the personnel policies as stated in the "host municipality" personnel policy manual, if any. When required, personnel matters will be discussed with the Boards of Selectmen of the Towns. The Board of Selectmen for the Town of Chester shall be the appointing authority for all police personnel,
 - h) Pursuant to G.L. c. 41, § 97A, the Chief of Police shall be hired for a term not exceeding three (3) years, and may be removed from office prior to the expiration of such term only for cause after a hearing conducted by the Town of Chester's Board of Selectmen. The Town of Blandford may provide comments and recommendations to the Town of Chester during this hearing process.
 - i) The employment of other police personnel providing service to the Towns under this Agreement shall be governed by the provisions of G.L. c. 41, §133, provided that nothing shall prevent the Town of Chester from laying off one or more employees of the Chester Police Department, including sworn officers, if the Chester Board of Selectmen determines such a layoff to be necessary for budgetary reasons.
- 7) **Term.** This term of this Agreement (the "Term") shall be for a period of five (5) years, commencing on _____, provided that either Town may terminate this Agreement with one (1) year's notice to the other as set forth in Section 10, below.
- 8) **Amendments.** This Agreement may not be revised, modified or amended except by in writing by both Towns when duly authorized by their respective Boards of Selectmen.
- 9) **Addition of New members–** It will require a unanimous vote by the Boards(s) of Selectmen in the member Communities to allow another Community to join the partnership. Additionally there will be a one-time buy in fee (to be determined by the Oversight Committee the time of the request) to cover the costs incurred (the new community shall bare all expenses incurred associated with their entry and participation in the Partnership) by the Partnership to extend services to the new Community.
- 10) **Termination.** Either Town may terminate this Agreement upon one (1) year's written notice to the other Town. Such notice must be signed by a majority of the Board of Selectmen of the Town furnishing such notice and need not state any cause. No such termination shall affect any obligation of indemnification or any contractual obligation, including shared assets that may have arisen hereunder prior to such termination. The Towns shall endeavor in good faith prior to the expiration of such one (1) year period to determine a fair and equitable manner for dividing ownership of any CBSP assets and responsibility for CBSP obligations. Following termination of this Agreement, each Town shall be solely responsible for the provision of policing services for itself.

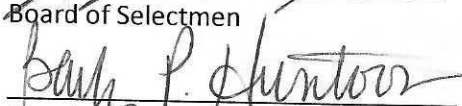
- 11) **Indemnification.** It being the intent of the Towns to create a true partnership concerning the provision of police services within the territorial boundaries of both Towns, each of the Towns agrees to indemnify the other to the extent necessary to ensure that any claim arising from the performance of such services becomes the fiscal responsibility of both Towns equally, regardless of where the claim may have arisen. Without limiting the generality of the foregoing, the Towns agree to indemnify each other with respect to any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission.
- 12) **Assignment.** Neither party 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.
- 13) **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, or affect the applicability of such provision, to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provisions were not contained herein.
- 14) **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.
- 15) **Complete Agreement.** This Agreement, and all attachments referenced herein and attached hereto, shall constitute the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understanding 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 CHESTER

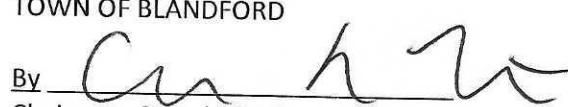
By 
Chairman, Board of Selectmen

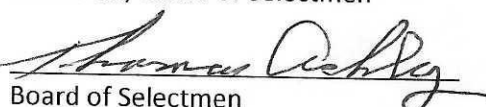

Board of Selectmen


Board of Selectmen

Date 10/7/14

TOWN OF BLANDFORD

By 
Chairman, Board of Selectmen


Board of Selectmen

Board of Selectmen

Date 9/23/2016