

## **INTERMUNICIPAL AGREEMENT POLICE CHIEF SERVICES**

This Intermunicipal Agreement (hereinafter "Agreement or Contract"), effective January 8, 2026, by and between the **Town of Peru**, (hereinafter "Peru") and the **Town of Hinsdale**, (hereinafter "Hinsdale"), is entered into in accordance with G.L. c. 40 Section 4A, upon the following terms and conditions, "Party" shall mean one of the Parties, "Parties" shall mean both Peru and Hinsdale:

WHEREAS, under the laws of the Commonwealth of Massachusetts, both Peru and Hinsdale voted to establish Police Departments and voted to employ Police Chiefs in their respective departments.

WHEREAS, Peru currently employs **Bruce W. Cullett** ("Chief Cullett") as its Chief of Police; and

WHEREAS, Hinsdale does not presently have anyone assigned to perform the duties of Police Chief while Chief Shawn Boyne is on administrative leave; and

WHEREAS, Peru and Hinsdale are desirous of making the most efficient use of their respective town resources, while at the same time providing sound and effective policing services to its residents;

NOW THEREFORE, for good and valuable consideration, and the mutual promises set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **POLICE CHIEF:** Chief Cullett will perform the duties as the Chief of Police for both Peru and Hinsdale.
2. **OPERATIONS:**
  - a. The parties shall work together to establish mutually agreeable schedules for Chief Cullett and he shall split his time between Peru and Hinsdale as Chief Cullett deems appropriate for the circumstances on any given day. The Parties agree that Police Chief duties may affect this schedule and will rely upon Chief Cullett's judgement to determine the appropriate use of his time on any given day.
  - b. Hinsdale shall provide all appropriate and necessary police equipment and supplies to the Chief while he is serving as Chief of Police in Hinsdale including, but not limited to any equipment or supplies that would designate which Town the Chief is serving at the time such as his badge and uniform and provide administrative services to Chief Cullett while performing Chief of Police duties for Hinsdale.
  - c. Chief Cullett shall have the authority to direct, control, supervise, and assign all Hinsdale Police personnel as set out in MGL c.41 section 97A.
  - d. Chief Cullett shall report weekly to the Select Board and Town Administrator in Peru and Town Administrator in Hinsdale while performing Chief of Police services for Peru and Hinsdale and the Parties, represented by the Town Administrators, shall meet monthly to discuss the services being performed generally under this Agreement.
3. **BUDGET:** For the period, starting January 8, 2026, through July 8, 2026 or the extension or termination of this Agreement Hinsdale shall pay Peru the monthly sum of \$7,334.00 in advance of each month for Chief of Police services provided by Chief Cullett. Said

sum represents \$6,667.00 in salary together with a \$667.00 administrative fee. Peru shall pay Chief Cullett the full salary amount received from Hinsdale for his services minus appropriate payroll deductions, in addition to the compensation set forth in the Chief's employment agreement with Peru. In addition to the monthly salary outlined above, Hinsdale shall pay Peru for 50% of all maintenance and repair costs incurred by Peru for the marked Peru police cruiser (Unit #221) that the Chief currently drives. Each Town shall provide the Chief with access to their gasoline tanks for use in the Chief's police cruiser. The Chief shall alternate fill-ups between the two Towns so that each Town is supplying approximately half of the fuel utilized in the police cruiser. Chief Cullett shall be considered an employee of Peru for purposes of retirement, health insurance, FICA, unemployment insurance and all other fringe benefits. Paychecks shall be issued by Peru, which will manage any deductions necessary for retirement, health insurance, and withholding taxes.

4. **LIABILITY:** Each Party shall maintain appropriate liability insurance covering police personnel during the term of this Agreement in amounts agreed upon by the Parties. For the purposes of liability insurance coverage, Chief Cullett shall be considered an employee of Peru during the performance of duties in Peru and an employee of Hinsdale when performing his duties in Hinsdale. Each community shall provide insurance and/or be responsible for any claims made by the Chief pursuant to M.G.L. c.41, section 111F or for any other injury claim while the Chief is performing his duties in the respective community. Hinsdale shall indemnify, defend, and hold Peru harmless from and against all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Hinsdale. Peru shall indemnify, defend, and hold Hinsdale harmless from and against all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Peru. Each Town has a duty to provide a full legal defense, including attorney's fees, for any claim, administrative matter, or proceeding arising out of the Chief's official duties.
5. **TERM:** This Agreement shall take effect on January 8, 2026 and shall continue in effect through July 8, 2026 or the return to duty of Chief Boyne, whichever occurs first. Either Party may opt out of the Agreement upon 30 days written notice without penalty. However, the provisions of Section 4 and the liability and indemnification provisions there under shall survive the termination of this Agreement.
6. **RENEWAL:** By no later than June 1, 2026 each party shall notify the other party whether they wish to renew this Inter-Municipal Agreement for Police Chief Services for a specified period of time. If either party indicates an unwillingness to renew the Agreement, or if either party fails to notify the other party, this Agreement shall expire on July 8, 2026. The agreement may be extended by mutual agreement of the parties.
7. **MISCELLANEOUS:**
  - a. **Amendment:** This agreement may only be amended or modified by written document signed by the Parties.
  - b. **Governing Law:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts, and any dispute hereunder shall be brought in the appropriate court within Berkshire County.
  - c. Nothing in this Agreement shall prevent either Party from exercising their rights of supervision relative to the Chief of Police. Peru shall be the only Town that may exercise disciplinary action or dismissal in accordance with the terms outlined within Chief Cullett's Employment Agreement and applicable law.

Hinsdale may terminate the Chief's services in accordance with Section 5 of this Agreement.

- d. The Parties shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veteran's status, sexual orientation, or any other protected class under the law.
- e. The Parties shall conduct operations under this Contract in compliance with all applicable federal, state, and local rules, regulations, and laws.
- f. The Parties each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract.
- g. This Contract, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
- h. In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract binding upon the Parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements that would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
- i. The compensation provided by this Contract is subject to the continued availability of Town funds and Town appropriations.

THIS AGREEMENT executed on the dates set forth below:

Town of Peru  
By its Town Administrator

Terry Walker  
Terry Walker

Town of Hinsdale  
By its Town Administrator

Robert D. Graves  
Robert D. Graves

Ratified by its Select Board:

Not Available  
Verne Leach, Chair

Edward Munch  
Edward Munch

Samuel Haupt  
Samuel Haupt

Dated: 2/2/26

Ratified by its Select Board:

Margaret Gregory  
Margaret Gregory, Chair

Not Available  
Bart Collins

Raymond Hunton  
Raymond Hunton

Dated 1/28/2026