

INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
TOWN OF BECKET
AND
TOWN OF OTIS
SHARED POLICE CHIEF SERVICES

THIS AGREEMENT dated this ____ day of _____, is entered into by and between the Town of Becket and the Town of Otis (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, Becket currently employs Kristopher McDonough ("Chief McDonough") as its Police Chief; and

WHEREAS, Otis does not presently employ a police chief; and

WHEREAS, Becket and Otis 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 McDonough will perform the duties as the Chief of Police for both Becket and Otis.
2. **OPERATIONS:**
 - a. The Parties shall work together to establish mutually agreeable schedules for Chief McDonough provided; however, that Chief McDonough shall have a minimum of 2.5 days per week as Chief of Police in Becket and a minimum of 2.5 days per week as Chief of Police in Otis, each of the Parties agreeing that police chief duties may affect this schedule.
 - b. Otis shall provide all appropriate and necessary police equipment and supplies to the Chief while he is serving as Chief of Police in Otis 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 McDonough while performing Chief of Police duties for Otis.
 - c. Chief McDonough shall have the authority to direct, control, supervise, and assign all Otis police personnel as set out in G.L. c. 41, section 97A.
 - d. Chief McDonough shall report weekly to the Town Administrator of Becket and Town Administrator of Otis while performing Chief of Police services for Becket and Otis 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 _____ through the termination of the agreement, Otis shall pay Becket the monthly sum of \$_____ for Chief of Police services provided by Chief McDonough. In addition to the monthly salary provided above, Otis shall pay an amount to Becket

equal to 50% of all maintenance and repair costs incurred by Otis for the unmarked Becket police cruiser the Chief shall drive. Said amount shall be paid to Becket on a quarterly basis. Notwithstanding the above, the Parties agree that Otis shall not be responsible for repairs and maintenance that are reasonably determined to be based solely on the age of the unmarked Becket police cruiser. This sentence shall be automatically stricken from this Agreement should Becket purchase a new cruiser for the Chief or if this agreement is extended beyond an additional three years. Furthermore, each Town shall provide the Chief with access for gasoline purchases and the Chief shall charge each Town card alternatively so that each town pays for approximately 50% of the gas for the police chief vehicle. Chief McDonough shall be considered an employee of Becket for purposes of retirement, health insurance, FICA, and unemployment insurance. Paychecks shall be issued by Becket which will take any deductions necessary for retirement, health insurance and withholding taxes.

4. **LIABILITY:** Each Party shall maintain general 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 McDonough shall be considered an employee of Becket during the performance of his duties in Becket and an employee of Otis when performing his duties in Otis. 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. Otis shall indemnify, defend, and hold Becket harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, , arising out of any and all claims made against the Towns or the Chief based on him performing his duties in Otis. The Town of Otis shall provide counsel to defend any claims made that are based on Chief McDonough's performing duties in Otis.
5. **TERM:** This Agreement shall take effect on and shall continue in [REDACTED] effect through [REDACTED]. Either Party may terminate the Agreement upon thirty (30) days written notice without penalty. However, the provisions of Section 4 and the liability and indemnification provisions thereunder shall survive the termination of this Agreement. This agreement shall terminate immediately should Chief McDonough resign or retire.
6. **RENEWAL:** By no later than [REDACTED], each party shall notify the other party whether they wish to renew the terms of this Agreement for Shared 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 [REDACTED]. The Agreement may be extended by mutual agreement of the parties. However, in accordance with G.L. c. 40, §4A, this Agreement shall automatically expire twenty-five (25) years from the date of execution.
7. **MISCELLANEOUS:**
 - a. Amendment: This Agreement may only be amended or modified by written document signed by the parties.
 - b. Fiscal Year: The term Fiscal Year hereunder shall be as that term is defined by Massachusetts General Law.
 - c. 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.
 - d. Nothing in this Agreement shall prevent either Party from exercising their rights of supervision, discipline or dismissal relative to the Chief of Police.
 - e. 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.

- f. The Parties shall conduct operations under this Agreement in compliance with all applicable federal, state and local rules, regulations and laws.
- g. The Parties each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- h. This Agreement, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
- i. In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
- j. The compensation provided by this Agreement shall be subject to the continued availability of Town funds and Town appropriations.

THIS AGREEMENT entered into on the day first above written by:

TOWN OF BECKET
By its Board of Selectmen

TOWN OF OTIS
By its Board of Selectmen

