

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF BERNARDSTON
AND
THE TOWN OF LEYDEN
REGARDING POLICE SERVICES
Made as of June 1, 2022**

STATEMENT OF PURPOSE: This Memorandum of Agreement (“MOA”) confirms that the Town of Leyden (“Leyden”) and the Town of Bernardston (“Bernardston”), acting by and through their respective Selectboards and collectively referred to herein as the Towns, intend to enter into an Intermunicipal Agreement (“IMA”), under which Bernardston will provide police services in and for Leyden, through the Bernardston Police Department and its officers and patrol persons. The Towns intend to execute such an IMA prior to the end of June, 2023 but wish to provide for Bernardston’s performance of such police services prior thereto and as of July 1, 2022. Accordingly, effective as of July 1, 2022, and until execution of the IMA or the earlier termination of this MOA, the Towns agree that Bernardston will provide police services for Leyden under the following general terms and conditions:

1. Bernardston shall provide patrol services within the geographical boundaries of Leyden and will respond to calls for service in Leyden as directed through a general dispatch or 911 call center, in such manner and under such protocols as agreed to by the Towns.
2. As of noon July 1, 2022, the effective date of this agreement, Leyden will no longer employ any of the remaining members of the Leyden Police Department.
3. For and in consideration of Bernardston’s performance of police services hereunder, Leyden shall pay Bernardston the sum of seven thousand, one-hundred and thirty-seven dollars (\$7,137) per month, for the period beginning July 1, 2022. The initial payment shall be made on or before July 7, 2022, and thereafter on or before the 1st day of the month.
4. The Towns will communicate and cooperate to administer this MOA so as to fulfill its purpose and achieve the goals stated herein.
5. The Towns intend that this MOA be construed and interpreted so as to provide all authority necessary for Bernardston police officers to perform and discharge the duties of a Massachusetts police officer in and for the Town of Leyden.
6. Leyden Substation: The existing Police office in the Leyden Municipal Office Building, hereinafter the “Leyden Substation” or “Substation”, shall be available for use by Bernardston for the purposes of providing Police services. Leyden will continue to maintain and provide for the operation of the Leyden Substation, including providing for all necessary utilities, internet and maintenance and custodial services. The Leyden Substation shall be for the exclusive use of Bernardston Police personnel, and such personnel shall have unrestricted access to any portion of the Leyden Municipal Office Building required to fully utilize the Leyden substation, including restroom facilities, entrance and circulation spaces and shall further have a minimum of one (1) reserved parking space.
7. This MOA shall remain in effect until the Towns have executed the IMA, subject to the right of each of the Towns to terminate the MOA upon one hundred twenty (120) days prior notice, given in writing, by U.S. mail or courier or delivery service, and addressed as follows: if to

Leyden: Selectboard, Town Office Building, 7 Brattleboro Rd., Leyden, MA 01337; if to
Bernardston: Selectboard, Town Hall, 38 Church St., PO Box 504, Bernardston, MA 01337.

8. Police services, including the processing of FIDs and LTCs, shall be provided in compliance with all applicable laws relative to providing police services in the Commonwealth of Massachusetts.
9. Each of the Towns shall continue in full force and effect General Liability insurance, and any other insurance required under Massachusetts General Laws, that will protect each of the Towns in the delivery of these services. MIIA shall be consulted for insurance adequacy and each town will be responsible for any additional costs of providing the required coverage.
10. There shall be an advisory committee appointed to meet monthly during this MOA. It shall be composed of one (1) member of the respective Town's Selectboards, one (1) member of the respective Town's Finance Committee, and one (1) Community Representative appointed by their Town Moderator. The Bernardston Police Chief shall prepare a monthly report to the Committee that will detail police services delivered in both Towns, any issues encountered with providing services to Leyden, any recommendations on modifications or additions to this agreement including Section 3, and any other issues that need to be addressed between the Towns. Periodic revisions of the terms in Section 3 can be implemented upon approval of said adjustment by the Selectboards of both Towns.
11. The Bernardston Police Chief shall also submit said monthly report to the Selectboards of both Towns and appear before said Boards if requested, when sufficient notice, at least 48 hours, has been given to all interested parties. The Chief will also submit weekly summaries of daily logs to the Select Boards of both Towns.
12. As the appointing authority, Bernardston shall have the ultimate decision-making authority on any personnel matter raised between the Towns. 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 Chief of Police to maintain public safety, Bernardston 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. Bernardston agrees to act in good faith in considering the stated position of Leyden before exercising its decision-making authority over region-wide and Department-wide policing issues.

TOWN OF LEYDEN
By its Selectboard

TOWN OF BERNARDSTON
By its Selectboard

William H. Glabach, Chair Date

Brian Keir , Chair Date

Erica Jensen Date

Stanley D. Garland Date

Kenneth Bordewieck Date

Budget Summary – Draft as of April 20, 2022

Shared Police Service Fees – Bernardston and Leyden

“On-Call” Service

During “On-Call” hours, officers will Respond and/or Call to Investigate any calls of service within the Town of Leyden – that same service as provided to the residents of Bernardston – about 550 – 600 hours/month.

Dedicated Patrols-Leyden Specific

Leyden dedicated patrol hours; including office hours in the Leyden substation. These hours can be increased as requested by Leyden with a related hourly fee increase. Initial recommendation 80 hrs/month.

Misc. Expenditures

1. Over-time for investigations, court, patrol, etc.
2. Over-time for supervisory functions, investigations, court, patrol, etc.
3. Fuel for cruiser
4. Maintenance for cruiser
5. Uniform allowance (damaged while on a call)
6. Mandatory trainings
7. Scheduled town events
8. Unplanned services

Adminstration

- Overhead
- Benefits
- Increased reporting requirements

SUMMARY BUDGET PROPOSAL

	<u>Week</u>	<u>Month</u>	<u>Year</u>
“On-Call” Service- about 600 hrs/month	\$ 725	\$ 3,142	\$37,704
Dedicated Patrols – about 80 hrs/month		\$ 1,772	\$21,264
Misc. Expenditures		\$ 750	\$ 9,000
Admin/Overhead		\$ 1,473	\$17,676
TOTALS		\$ 7,137	\$85,644