

## REGIONAL 911 EMERGENCY COMMUNICATIONS DISTRICT AGREEMENT

This Emergency Communications District Agreement (“District Agreement”) is dated as of this 27 day of MAY 2021, in accordance with M.G.L. c. 6A, §§ 18O-18V, by and between the Town of Acton and the Town of Concord (collectively, with any other towns which this join this District Agreement in accordance herewith, the “Participating Communities”).

### WITNESSETH

WHEREAS the Participating Communities are each empowered by law to staff, maintain, and operate a public safety communications and dispatch facility as a proper governmental function and service; and

WHEREAS the Participating Communities desire to establish a regional 911 emergency communication district (the “District”) comprised of their communities and any other communities that may in the future be admitted into the District; and

WHEREAS the Participating Communities desire to operate and maintain a consolidated regional 911 emergency communication facility (“RECC”) in the region and to provide an orderly method for the accomplishment thereof; and

WHEREAS, the Participating Communities have agreed to share the costs, responsibilities, and obligations of constructing, operating, and maintaining a municipal RECC, and

WHEREAS, the Participating Communities have agreed that each Participating Community shall be reimbursed for the administrative costs of procurement for the District with the Town of Acton acting as its fiduciary; and

WHEREAS, the Participating Communities have established this inter-municipal relationship for the purpose of combining their resources to maximize effective emergency and 911 dispatch services, as well as to provide regional interoperability for the public safety agencies from a single primary location, initially to be in Acton, Massachusetts;

NOW THEREFORE, the Participating Communities, in consideration of the mutual benefits, promises and agreements set forth herein agree to the following:

### AGREEMENT

#### **Section 1: Purpose**

This District Agreement sets forth the responsibilities and obligations of the Participating Communities for cost-efficient, shared, and effective municipal emergency dispatch and communication services, including the establishment, equipping, operation, and maintenance of a RECC that provide call receiving and dispatching services to the Participating Communities, by providing computers, radios, and other equipment for use in the field.

**Section 2: Name**

The Participating Communities shall operate under the name “Acton Concord Regional Communications Center (the “AC RECC”).

**Section 3: Term**

1. The effective date of the District Agreement (the “Effective Date”) shall be the date when the Towns of Acton and Concord have both executed the District Agreement.
2. The initial term of this District Agreement shall begin on the Effective Date and end on June 30, 2027. Thereafter, this District Agreement shall automatically renew for additional terms of five (5) years each up to twenty-five (25) years, or until terminated by mutual agreement or as set forth below, provided, however, that all times this District Agreement shall be subject to appropriation by each Participating Community.
3. Failure to secure sufficient state grant funding to support start up and transition costs including renovation and equipping of the AC RECC shall not result in the dissolution of the District, but shall empower the Board, as defined below, to delay further implementation of the AC RECC until sufficient funding becomes available.
4. The Board shall perform a comprehensive review of the terms of the District Agreement, and the operations of the District and the AC RECC, at least one hundred and eighty (180) days prior to the end of the then current term of the District Agreement in order to consider any amendments to the District Agreement for the betterment of operations of the District and the Dispatch Center.

**Section 4: Governance**

1. A Board of Directors (the “Board”) is hereby established to oversee the construction, siting, administration, operation, and financing of the AC RECC.
2. The Board shall have all the powers duties, and liabilities of a RECC under Massachusetts law.
3. Members of the Board shall serve without compensation, but each member shall be entitled to reimbursement for their actual and necessary expenses incurred for their official duties.
4. The Town Manager of each of the Participating Towns, or their designee, shall serve as that Participating Town’s representative on the Board.
5. Each Participating Community shall have one vote on the Board to act upon matters before the Board.
6. The Board may, in its discretion, appoint a Finance Advisory Subcommittee comprised of the Chief Financial Officer and Chief Administrative Officer in each Participating Community. The Finance Advisory Subcommittee shall submit an annual budget to the Board for its review and approval.

7. The Board shall establish an Operations Committee to provide general oversight of the performance of the District, including operational protocols and procedures. The Police Chief, Fire Chief, and Emergency Management Director for each Participating Community shall serve as that Participating Community's respective representatives on the Operations Committee. The Police Chief and Fire Chief for each Participating Community may also appoint an alternate representative to serve in place of the primary Operations Committee representative in the event the primary Operations Committee representative cannot serve at one or more meetings of the Committee. An alternate representative shall have the authority to vote in the name and stead of the person who appointed him/her. Each Participating Community shall each have one vote on the Operations Committee to act upon matters before the Committee.
8. The Board shall have responsibility for all matters relating to the overall administration of the District, such as establishing the annual operating budget and capital budgets, as well as all human resource matters. Notwithstanding the above, the Board may, by a majority vote of its members, delegate to the District's Executive Director such administration and budgetary matters as it may deem appropriate as described in Section 5 of this District Agreement. The Board shall designate one (1) or more of its members to approve payrolls or bills for salary or expenses of Board members or employees, provided however that the members approving such payroll or bill shall make available to the Board at its next meeting the record of that action.
9. The Board and the Operations Committee shall each have a Chairperson and a Vice Chairperson selected by ballot among its membership. The office of Chair and Vice Chair of the Board and the Committee shall be rotated among the Participating Communities. The person serving as Vice Chair shall serve as the Chair in the following year.
10. The Operations Committee shall have responsibility for the effective and orderly operation of the District, including, without limitation, communications equipment and systems, maintenance, operations, protocols, policies and procedures, facilities, personnel, training, billing, and making budget recommendations to the Finance Advisory Subcommittee. The Operations Committee shall coordinate with each of the Participating Communities all local protocol and standard operating procedures required to implement regional dispatch services for each of the Participating Communities and shall ensure compliance with all applicable, local, state, and federal protocol, rules, regulations, directives, and laws.
11. The Operations Committee will provide an annual assessment to the Board of the equipment and operations of the AC RECC, its Executive Director and its staff, as they affect public safety in the Participating Communities.
12. The Operations Committee will provide to the Board its assessment of the public safety impact of any proposed or pending changes in the make-up of the Participating Communities in the District, including adding communities, or the possible termination or withdrawal of existing members. Such assessment shall include recommendations for mitigating the impact of such changes.
13. Members of the Operations Committees are encouraged to regularly attend meetings of the Board to provide observations, advice and guidance.

14. All actions by either the Board, the Finance Advisory Subcommittee, and the Operations Committee shall require the presence of a quorum and an affirmative vote of a simple majority of members present (except as is otherwise set forth herein). A quorum shall be by super majority of the voting members.
15. All meetings of the Board and the Operations Committee shall be subject to all applicable provisions of the Massachusetts Open Meeting Law (M.G.L. c. 30A §§ 18-25) and Public Records Laws (M.G.L. c. 66). A copy of the approved minutes of Board and Operations Committee meetings shall be provided within ten (10) business days after approval to each Board or Committee member and the Town Clerk of each Participating Community.
16. The Board and the Operations Committee shall each conduct regular meetings, holding at least two regular meetings each fiscal year. The first meeting of each fiscal year shall be the Annual Meeting. The Board and Operations Committee shall provide for additional meetings as may be deemed necessary on a mutually agreed upon date and time.
17. The Board and the Operations Committee may each adopt rules for conducting their respective meetings and other business, as they deem necessary and appropriate. In the absence of rules to the contrary, common law principles for the operation of meetings shall govern. The failure, however, to comply with such rules shall not affect the validity of any action. The Board and Operations Committee may suspend their rules at their discretion.

#### **Section 5: Executive Director; Other Officers**

1. The Board shall appoint an Executive Director who shall report to the Board. The Executive Director shall be an employee of the District and shall be provided the salary and benefits established by the Board. The Executive Director shall be responsible for the day-to-day operation and maintenance of the District, subject to the specific authority retained herein by the Board. The specific job qualifications, duties and responsibilities of the Executive Director shall be recommended by the Operations Committee and approved by the Board.
2. From the Effective Date until the opening of the AC RECC, the Executive Director shall be available to the Participating Communities to advise on all matters regarding the proposed operations, staffing, personnel, equipment and technology of the AC RECC. It shall be the Executive Director's responsibility, with the assistance of the Operations Committee if needed, to prepare a written transition plan ("Transition Plan") that describes and outlines the steps to be taken and procedures followed in each of the Participating Communities and by the District in order to successfully and safely transition from Town-based dispatching to full AC RECC operations. Said plan shall also outline specific deadlines that the Participating Communities must meet and dates by which those Communities must adhere to in order to ensure a smooth transition. It is the Executive Director's responsibility to initiate the implementation of the Transition Plan and to clearly communicate any such date or specific obligation of any Participating Community to that Participating Community.
3. The Board shall appoint a Secretary and Treasurer (who may be the same person), who may be a treasurer or other qualified financial official of one of the Participating Communities in the District. The Treasurer, subject to the direction and approval of the Board, shall be authorized to receive, invest, and disburse all funds of the District without further appropriation. The Treasurer shall give bond for the faithful performance of his/her duties in

a form and amount as fixed by the Board. The Treasurer shall be entitled to charge the District reasonable fees and collect its reasonable expenses for its services, as approved by the Board. The Treasurer shall be subject to M.G.L. c. 41, §§ 35, 52 and 109A

4. The Executive Director, Treasurer and all other District personnel shall be employees of the District. The District shall employ supervisory and operations staff, as approved in each annual budget. Salaries and benefits of all such personnel shall be approved by the Board.
5. Eligible employees of the District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established under M.G.L. c. 32.

#### **Section 6: Addition of Participating Communities**

1. Any municipality or other governmental agency that is not a party to this District Agreement as of the Effective Date may seek membership in the District upon submission of a written statement from the Chair of the enabling authority of the municipality directed to the Chair of the Board, expressing such interest. At that point, representatives of the interested entity may attend meetings of the Board, the Operations Committee, the Finance Advisory Subcommittee, and any other Committees established in the District, as interested parties with rights to participate in the discussion, but not to vote.
2. Upon submission to the Chair of the Board of written documentation indicating that the Enabling Authority of the municipality (or equivalent authority) have, by affirmative vote requested membership in the District, the Operations Committee and the Finance Advisory Subcommittee shall each place on its meeting agenda the question of whether to proceed with the planning to prepare to admit the requesting municipality to the District. After receiving the recommendations of the Executive Director, the Operations Committee and the Finance Advisory Subcommittee, the Board shall determine, by majority vote of all members, whether to determine the feasibility of the requesting municipality joining the District.
3. The requesting municipality shall fund the cost of any studies or consultants fees associated with determining the feasibility, and work in good faith and with all due diligence with the Executive Director, the Operations Committee, the Finance Advisory Subcommittee and the Board to determine all actions and costs associated with becoming a member of the District and integrating the requesting municipality's call answering and dispatch and related functions into the services provided by the Dispatch District.
4. After completing a review of the feasibility of joining a requesting municipality into the District, and upon certification by the Executive Director, after consultation with the Operations Committee, that the AC RECC is ready to begin servicing the requesting municipality, the Board shall take a vote on admitting the new member in to the District, and the terms of admission, with a two-thirds vote of all members required for admission.
5. Without in any way limiting the foregoing, admittance of a municipality to the District as a full member and Participating Community shall require:
  - a. The affirmation of the Executive Director and Operations Committee that all matters within their purview, including but not limited to matters relating to communications equipment and systems, maintenance, operations, protocols and policies and

procedures, facilities, personnel, training and supervision have been satisfactorily addressed; and

- b. The affirmation of the Finance Advisory Subcommittee that the municipality has paid to the District the full amount of its assessment due at that time for the then current fiscal year, plus any and all other costs or expenses relating to membership in the District attributable to the municipality and that all other matters within their purview have been satisfactorily addressed; and
  - c. The affirmation and affirmative majority vote of the Board that all matters within its purview have been satisfactorily addressed.
6. Subject to these requirements, upon the affirmative vote of the Board and upon execution of the necessary amendment to the District Agreement signed by all Participating Communities, the municipality shall become a full member and Participating Community in the District with full voting rights on the Board, the Operations Committee, the Finance Advisory Subcommittee and any other Committees as applicable and established by the Board, and shall thereupon assume all the rights, responsibilities, costs, liabilities of each of the other Participating Communities and shall at all times be subject to the terms and conditions of this District Agreement.

#### **Section 7: The AC RECC**

1. The AC RECC shall be located at the Public Safety Facility, 371 Main Street, Acton, Massachusetts subject to the terms of a lease agreement.
2. The AC RECC shall include suitable and necessary components for a modern dispatch center. All equipment, systems, fixtures, goods and other personal property and materials within the center as it may deem necessary and appropriate shall be procured in its own name by the District. Said equipment and materials will be supported and maintained through the annual operational budget. The District shall, in its own name, by purchase, written lease or written license, procure the facility in which the AC RECC will operate, as well as an area whereby a tower or other structure for the installation of antennae shall be constructed and/or rehabilitated. The Board shall not accept any equipment or property offered to the District by any Participating Community as a loan.
3. Upon termination or dissolution of the District, all equipment fixtures, goods, or other personal property installed or otherwise used at the AC RECC (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises) and which has been procured by or on behalf of the District with funds provided by the Participating Communities shall remain the property of the District. Any such personal property which has been purchased with funds provided by a grant shall, upon proper request, become the property of the granting authority which provided such funds. Upon the dissolution of the District, diligent efforts shall be made to sell the property of the District (excluding property purchased with grant funds) and the proceeds therefrom shall be equitably distributed to the then Participating Communities.

4. Notwithstanding the above, the Participating Communities acknowledge, agree and consent to the Town of Acton, acting as (1) the procurement agent of the District, and (2) the applicant and grantee or agent for all grant programs that may be available to the District, provided however, that any funds, equipment, property, or services procured or received by the Town of Acton as the result of a grant award or otherwise shall be for the benefit of the District, and to the extent practicable, ownership of any funds, equipment, property, or services procured or received shall be assigned or otherwise transferred to the District.
5. The Operations Committee shall be responsible for recommending to the Board what communications equipment is necessary to operate and maintain the dispatch system. In carrying out its responsibilities, the Operations Committee shall be subject to the following standards:
  - The AC RECC shall provide consolidated regional public safety communications and dispatch services facility to the Participating Communities.
  - All AC RECC technical components shall be compatible with each other.
  - The choice of technical components and the operation and maintenance of the system shall be based upon cost efficiency, including budget constraints and effectiveness and upon a desire to establish appropriate response to the emergency dispatch and communications needs of the citizens of the district.
  - The Participating Communities acknowledge that system quality is subject to cost efficiency and budget constraints and that various sections of this agreement impose requirements related to budget approval by the Board, as well as appropriation by each Participating Municipality.
  - Each of the Participating Communities shall provide and maintain all necessary telephone circuits, radio circuits/frequencies, two-way radios, antennae and any related and/or necessary equipment required for the operation of the dispatch facility and their respective emergency networks. All such telecommunications costs, maintenance costs, and expenses for equipment located within its community shall be the responsibility of each respective community.

#### **Section 8: Financial Matters**

1. The fiscal year for the District shall be July 1st to June 30th of each year, except if the Effective Date of this District Agreement is other than July 1st , in which case, the first fiscal year shall commence on the Effective Date and ending the following June 30th.
2. In order to finance the operation and administration of the District, there shall be established and maintained a segregated revolving fund account (the "AC RECC Revolving Fund") and such other accounts, as may be appropriate. The District shall have its own taxpayer identification number. All payments received by the District and all expenses paid by the District shall be deposited into or paid from the Revolving Fund. The Treasurer shall maintain accurate and comprehensive records, based on generally accepted accounting principles consistently applied, of all funds deposited into and paid from the Revolving Fund and other accounts as well as records of all services procured, costs incurred, liabilities, reimbursements.
3. Not less frequently than annually, the Executive Director shall reconcile cumulative payments made by the Participating Communities into the Revolving Fund against cumulative

amounts owed. Participating Communities shall be credited for over payments or billed for shortfalls, as appropriate. Positive balances will be carried over to the following fiscal year.

4. For the initial term of this District Agreement, the Treasurer shall ensure that the accounting system for the District includes the following:
  - a. General ledger;
  - b. Accounts payable-invoice processing and payments as directed by the Executive Director; Accounts receivable-invoice and cash receipt processing as directed by the Executive Director;
  - c. Payroll processing and associated human resources services; Bank account maintenance and reconciliations;
  - d. Billing the District for administrative support provided by the designated Treasurer's Participating Community; Financial statement preparation, as required;
  - e. Audit preparation, as required;
  - f. Preparation of year-end 1099s and W-2s; and
  - g. Grant management and administration functions, as required and appropriate.
5. For all subsequent terms of this District Agreement, the Treasurer shall provide the Board with a list of the services the Treasurer's office will provide to the District and the rates charged. Such services and rates shall be approved in advance by the Board.
6. With the assistance of the Executive Director, the Operations Committee shall develop and recommend to the Finance Advisory Subcommittee an annual budget by mid-December of each year. The Finance Advisory Subcommittee shall recommend an annual budget to the Board. The Board shall set a schedule for annual budget preparation that permits time for due deliberation prior to the statutorily required February 1 notice to the Participating Communities of their share of costs for the following fiscal year. The Board shall approve all annual operating and capital budgets prior to their submission for final approval by the Finance Advisory Subcommittee. The requested annual operating and capital budgets for the Dispatch District shall be submitted to the Finance Advisory Subcommittee in a timely way to permit review and analysis.
7. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for unanticipated operating and capital expenses. The annual budget shall include: (1) the operating budget and (2) the capital budget. The budget shall include any planned or future capital expenses and the salaries and benefits for all persons employed by the District, which shall be subject to the budget approval process set forth herein.
8. Upon approval of the budget by the Board, the Board shall apportion the amount so determined among the member municipalities under the terms of this District Agreement. The amounts apportioned for each member municipality shall be certified by the Executive Director to the chief executive officers, board of assessors and treasurers of the participating

municipalities not later than February 1, annually, and the amounts so certified shall be appropriated and paid to the District at the times specified in the District Agreement.

9. The useful life of equipment and other assets shall be considered when formulating the annual budget. Any unspent portion of a reserve budget shall be carried forward to the next fiscal year in addition to the reserve allocation for each such fiscal year.
10. The total budget, upon which the assessment against each of the Participating Communities is based, may be reduced by revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the District.
11. If emergency expenditures are required to maintain system integrity in excess of the amount budgeted, the District is authorized to incur the same amount, first from the reserve fund and second from any other available funds. Any debt incurred by the District shall not be subject to the limit of indebtedness prescribed in G.L. c. 44, § 10.
12. The District may incur debt for a term not exceeding 25 years to acquire land, buildings, and equipment to construct or site and maintain a RECC, provided, however, that written notice of the amount of debt and of the general purposes for which it would be authorized shall first be given by the district board to the Finance Advisory Subcommittee for approval, which shall require a majority vote. The Finance Advisory Subcommittee shall vote on the proposed debt within 14 days of receiving notice. If the Finance Advisory Subcommittee approves the debt, the debt may be authorized by the district board and written notice of the amount of debt and its general purposes shall be given to the Select Boards of each Participating Community not later than 7 days after the date on which the debt was authorized by the district board. No debt shall be incurred until the expiration of 60 days from the date the debt was authorized by the district board. If, prior to the expiration period, the Select Boards of any member municipality votes to disapprove of the amount authorized by the district board, the debt shall not be incurred.
13. All financial obligations of the Participating Communities shall be subject to annual municipal appropriation, including, but not limited to the Participating Communities' indemnification obligations under this District Agreement.
14. Notwithstanding the above, if a Participating Community does not pay the District its allocated share of the expenses of the District in any year, such community's membership in the District shall be subject to termination, which may be made in accordance with the provisions of this District Agreement.
15. The allocation of costs of the annual operating, capital, operating reserve and capital reserve budgets for the Dispatch District shall be based upon fifty per cent (50%) of the Participating Community's population, as a percentage of the total population of the all the Participating Communities in the District and fifty percent (50%) based upon the Community's total 911 annual call volume, as a percentage of total 911 call volume for the entire District; except that, should, using this formula, any Participating Community's share equal less than the greater of ten percent (10%) of total operating and operating reserve costs for the District, or one hundred thousand dollars (\$100,000), then, such community shall be assessed and pay the greater of ten percent (10%) of total operating and operating reserve costs, or one

hundred thousand dollars (\$100,000). In such a case the remaining costs shall be assessed to the remaining Participating Communities based upon the allocation in the preceding sentence.

16. Adjustments to the numeric values used in the formula described in Section 8.11 shall be made beginning in the first fiscal year after new data is released by the U.S. Census Bureau (population) and/or the Commonwealth's 911 Department (call volume), provided the data is released at least six months prior to the beginning of the next fiscal year.
17. Any 911 calls received by the District in such a manner that they cannot be attributed to one of the Participating Communities shall not be counted as part to the overall total in determining the proportionate share of total calls attributable to each Community.
18. The amounts apportioned shall be certified by the District Treasurer to the Chief Executive Officers, Board of Assessors and Treasurers in each municipality no later than February 1st each year. One fourth (1/4) of the payments of assessments are automatically due and payable each year without further notice on a quarterly basis by July 1, October 1, January 1 and April 1 of each year:
19. Each Participating Community agrees to provide in its own annual budget an appropriation to be available in an amount adequate for that party's assessment for the same fiscal year. If any participating community fails to include any apportioned amount so certified in its appropriations for the fiscal year, the Board of Assessors shall raise the amount in the tax levy of that year under M.G.L. c 59, .§ 23.
20. The initial, estimated annual budget for the startup of the District and the first full year of operation of the AC RECC is included as Attachment A.
21. Financial statements shall be issued to all Participating Communities quarterly and annually. These statements shall also be provided to the Finance Advisory Subcommittee.
22. There shall be an audit of the books and records of the District performed by an independent third-party certified public accountant following the end of each fiscal year. Copies of the audit shall be provided to the Chairpersons of the Select Boards, the Finance Advisory Subcommittee, the State Auditor, the State 911 Department and the Division of Local Services of the Executive Office for Administration and Finance. (A&F). In addition, the Board shall have the right, upon sixty (60) days advance written notice, to audit or otherwise examine the books and records of the District to verify the accuracy of the financial statements. The costs of performing any audit shall be an expense of the District. The Board shall be entitled to request and receive copies of the information described above upon reasonable notice.
23. All goods and services procured by the District shall be procured pursuant to applicable procurement laws, rules, or regulations.

#### **Section 9: Termination or Withdrawal**

1. A Participating Community may elect to withdraw and terminate its membership in the District by providing written notice to the Chair of the Board not less than three years prior to such withdrawal unless there is a unanimous vote by the Board. Termination of membership

shall be effective thirty days following the payment of all obligations incurred and no less than two years from the receipt of notice of termination. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including without limitation, any fees, costs, or expenses attributable to this District Agreement.

2. Following receipt of notice of termination, the remaining Participating Communities shall address the impacts caused by termination by either encouraging other parties to join the District or by reducing expenses of the District, but until any mitigation occurs, the terminated party shall remain liable for its assessment in full until the end of the current fiscal year. The type of activities to be taken in mitigation shall be determined at the sole discretion of the remaining Participating Communities. All parties to this District Agreement agree that the dispatch system is configured, and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty. If the District shall be comprised of less than two communities, the District shall be dissolved pursuant to the applicable law.
3. If any party to this District Agreement defaults on payment of any assessment or otherwise breaches this agreement, such party shall be notified in writing stating therein the nature of the alleged default or breach and directing such party to cure such default or breach within ten (10) days. If such party in default or breach fails to cure said default or breach within sixty (60) days, that party shall be subject to termination as a party to this District Agreement upon the vote of a super-majority of the Board representing those communities not in default. The party in default or breach shall not be entitled to vote on its own termination or be counted in determining a majority in interest. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the current fiscal year.

#### **Section 10: Indemnification and Bonds**

1. Each of the Participating Communities shall indemnify, defend and hold harmless the other and their successors and assigns, and all of their officers, directors, lenders, agents, contractors, volunteers, and employees (collectively the "Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of their employees, agents, volunteers, or representatives in the performance of the terms of this District Agreement, to the extent allowed by law.
2. By entering into this District Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This agreement is by and between the parties which have executed it and each state that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity.
3. This District Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by

municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

4. In accordance with the provisions of M.G.L. c. 40, Section 4A, the District shall provide a nominal bond in the amount of one dollar (\$1.00) for the performance of its duties and obligations under this District Agreement.

#### **Section 11: Miscellaneous Provisions**

1. Should any part, term, portion or provision of this District Agreement or the application thereof to any person or circumstances conflict with any local, state, or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby.
2. The parties intend for this District Agreement to be modified to comply with any applicable local, state, or federal law, should it be determined not to be complying and to remain binding between them as so modified. But without limiting the generality of the foregoing, the parties intend for this District Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The parties will remain bound hereunder subject to such modified terms.
3. This District Agreement shall not be affected by any change in leadership of any party hereto, unless terminated or modified pursuant to the terms of this District Agreement. Withdrawal or termination of a party to this District Agreement shall not have the effect of terminating this agreement as to the remaining parties.
4. This District Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the parties on any other subject or between the parties and any other third party or parties, including without limitation, "mutual aid" agreements.
5. None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party including riot or institutional disturbance, natural or man-made disaster or pandemic.
6. All correspondence or other notice related to this District Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community. Each party hereto authorizes the other to rely in connection with their respective rights and obligations under the District Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.
7. Amendments to this District Agreement shall require a super majority vote of the members of the Board once established. All amendments shall be in writing and shall be executed by the Chief Administrative Officer of each Participating Community. The addition of any other community as a participating member of the District shall require an amendment to the District Agreement.

8. This District Agreement may be executed electronically and in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
9. This District Agreement shall be binding upon and shall inure to the benefit of each party and its successors and permitted assigns.
10. This District Agreement has been executed and delivered in and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this District Agreement.
11. Any legal proceeding brought by an employee of the District or any party hereto may be brought in a court with proper jurisdiction in Middlesex County.
12. None of the provisions of this District Agreement is intended to create any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this District Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture partnership or employer-employee.
13. No delay or failure to require performance of any provisions of this District Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing.
14. Each Party acknowledges that it has participated equally in the drafting of this Agreement and that each has consulted with legal counsel of its own choosing on entering this Agreement.
15. This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

IN WITNESS WHEREOF, the Participating Communities have hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on the set forth below.

TOWN OF ACTON

By: 

Name: JOHN MANGIONE

Title: TOWN MANAGER

TOWN OF CONCORD

By: 

Name: Stephen Crane

Title: Town Manager