

**INTER-MUNICIPAL AGREEMENT BETWEEN THE
TOWNS OF COHASSET, HINGHAM, HULL AND NORWELL
FOR A REGIONAL DISPATCH CENTER**

PREAMBLE

In order to establish, operate and maintain a consolidated communications system for the Towns of Cohasset, Hingham, Hull and Norwell, all of Massachusetts, ("Towns" or, as may be separately designated as Cohasset, Hingham, Hull and Norwell) the parties agree to the following terms and conditions.

This agreement entered into this 11th day of November, 2009 by and among the Towns is entered into pursuant to G.L. c. 40, section 4A, which authorizes the Towns to contract with governmental units and/or to join together for performing jointly services, activities and undertakings which any of the individual Towns are authorized to provide. As relates to this agreement, the Towns propose to join together to provide for the operating and maintaining of a consolidated communications system. The Towns shall sometimes be referred to herein as the Parties.

WITNESSETH:

WHEREAS the Parties are each empowered by law to staff, maintain and operate a public safety communications/dispatch center, which is a proper governmental function and service: and

WHEREAS the Parties wish to join together to establish a dispatch region ("Region") made up of their communities and any others who may in the future be admitted to the Region; and

WHEREAS the Parties desire to operate and maintain a consolidated regional wide public safety communications/dispatch center hereinafter referred to as the System or center and to provide an orderly method for the accomplishment thereof and

WHEREAS the Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this agreement

NOW THEREFORE the Parties for and in consideration of the mutual benefits, promises and agreements set forth herein agree as follows.

Section 1. Purposes

The purpose of this agreement is to provide for the establishment, operation and maintenance of a consolidated regional wide public safety communications/dispatch center, (hereinafter the "System" or "center"), by constructing, equipping, staffing, maintaining and operating a facility or facilities which provide call receiving and dispatching services to the Parties, by providing computers, radios and other equipment for use in the field and by further providing the System to the Parties. A description of the initial System is attached hereto as Exhibit A.

This agreement also establishes and provides a forum for discussion, study, development and implementation of programs and services of mutual interest related to the system of mutual interest.

This agreement is made pursuant to and under the provisions of G.L. c. 40, section 4A, which allows governmental units such as the Parties to enter into Inter-Municipal Agreements for this purpose.

Section 2. Designation of System Operator

Pursuant to and under the provisions of the authorizing law the Parties hereby appoint Hingham to serve as system operator ("System Operator"). In that regard Hingham shall have overall responsibility for System quality. The Parties 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. As System Operator Hingham shall provide staff as employees of Hingham who shall be responsible for:

- A. Training
- B. System Dispatch and Operations
- C. System Maintenance
- D. Undertaking such other duties as may be agreed between Hingham and the Advisory Board as defined below.

It is understood that the staff responsible for such functions unless expressly otherwise authorized herein shall be employees of Hingham. Salaries and benefits for all such persons shall be subject to the budget approval process set forth herein.

Section 3. Governance

A. Board of Directors for Regional Dispatch Center

The Towns hereby establish a Board of Directors ("Board") for the effective and orderly operation of the System and delegate to the Board the responsibility to make policy for the System. In carrying out its responsibility the Board shall be subject to the following standards:

- 1 The System shall be intended to provide consolidated regional wide public safety communications/dispatch center to the Towns in the Region.
- 2 All System components shall be compatible with each other.
- 3 The choice of System 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 Region.
- 4 The Parties 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.

The System shall be governed by the Board. Each of the four Towns as a whole shall have one seat on the Board. Each Town's seat shall be filled by the Chief Administrative Officer or his or her designee (also known as an "alternate") to be called a Director. A Board member shall cease to be a Director if he/she ceases to hold office of the appointing Party or if the appointing Party ceases to be a Party to this agreement. Each Director shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each Party of the designation of the other Party's representatives and maintain an updated list of all Directors and alternates and the Parties they represent.

An alternate shall have the authority to vote in the name and stead of the person appointing the same. Alternates shall only be appointed in writing and shall only have authority for the particular meetings for which appointment was made. Attendance by any regular Board Member at a meeting shall, without the necessity of further action, revoke the authority given to any alternate of such regular Board Member with regard to such meeting. The appointing Board Member's shall have the right to change or revoke appointment of his or her designated alternate at any time.

The act of at least a majority in number of the then-current Board members (or their alternates) and not a majority of a quorum shall be deemed the act of the Board except as provided elsewhere in this agreement. Each Board member shall have an equal vote except as otherwise provided elsewhere in this

agreement. The Parties intend by this Section to require at least a majority in number of the then current Board members to approve any matter. Different voting requirements are set out in those specific circumstances where a lesser quantum of vote is permitted.

B. Officers and Auditor of the Board of Directors

a. Designation of Officers

The officers of the Board shall be the Chair, the Vice Chair, the Treasurer (for record keeping purposes) and the Secretary. The office of Chair shall be rotated on an annual basis at the first meeting of each fiscal year, except that for the first fiscal year the chair shall be from the Town of Hingham.

b. Duty of Officers

1. Chair and Vice Chair

The Chair or in his her absence the Vice Chair shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act the Vice Chair shall act as the Chair.

2. Treasurer

The Treasurer shall, working with the Auditor, keeps records for the Board pertaining to the finances of the System. The Treasurer shall not have direct access or control over funds. The Treasurer shall advise the Board as to the financial affairs of the System.

3. Secretary

The Secretary, working with the other members, shall develop the agenda for regular meetings. The absence of a matter from an agenda shall not prevent the matter from being discussed and acted upon by the Board. The Secretary will give notice of regular meetings to the Board at least forty-eight (48) hours in advance of the scheduled date. The Secretary will keep minutes of Board Meetings.

B Auditor of the System

The Board shall hire an independent auditor annually to audit the financial records of the System.

The Auditor shall report to the Board and be responsible to the Board in the conduct of his or her duties as they relate to the System.

C. Operations Board

The Operations Board shall be comprised of the Chiefs of the Fire Department and Police Department of the member Towns, or their designees. The Operations Board shall use professional standards in developing policies and procedures for the System and in monitoring the Systems performance. The Operations Board shall make recommendations to the Board and perform such other duties as may be assigned by the Board. The Operations Board shall annually organize itself with a Chair, Vice-Chair and Secretary.

D. System Director

The System Director shall be appointed in the manner required by Section 4 C4. The System Director shall attend all meetings of the Board as an advisory member. The System Director shall be an employee of Hingham but shall be hired, suspended or terminated only upon the recommendation of the Board. The System Director shall be responsible for all operational and personnel matters relating to the System. In particular the System Director shall:

1. enforce strict compliance with the approved annual System budget and approve only expenditures authorized therein
2. maintain an inventory of all property of the System and serve as custodian of the property
3. have overall responsibility for the operation and maintenance of the System subject to the specific authority retained herein by the Board and the general supervisory authority of the Board.
4. establish the budget format for the System, establish and maintain particular funds and accounts and furnish monthly revenue expenditures and funds status to the Board. In carrying out such functions the System Director shall follow generally accepted accounting principles applicable to municipal government. The System Director shall make System books and records available to the Board and to the public to the extent required by law for any municipality.

E. Meetings of the Board of Directors

1. Meetings of the Board of Directors

The Board shall conduct regular meetings holding at least one regular meeting each quarter. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair. The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A Board meeting

shall be called upon the request of the Chair or any two 2 Board members with the persons calling the meeting setting the location, date and hour thereof. Absent an emergency the Secretary of the Board shall give each Board member at least forty-eight (48) hours notice of any specially called Board meeting, such notice to set out the location, date and time of the meeting. The location for the conduct of meetings shall be as determined by the Board and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair and notice of Board meetings shall be posted in compliance with applicable law.

2. Meeting Rules

The Board may 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 may suspend the rules if it so chooses.

3. Minutes

The Secretary or such other person designated shall keep minutes of regular, adjourned regular and special meetings of the Board. A copy of the minutes shall be provided to each Board member and the Town Clerk of each member of the Region and to any member of the public requesting same. The provisions of the Public Records Law shall be applicable to the minutes and other documents of the Region.

4. Quorum and quantum of vote

A majority of the members of the Board constitutes a quorum for the transaction of business by the Board. However, in the event of a bare quorum, the affirmative vote of a majority of all of the Board members shall be required to pass a motion. When the full Board is present, the quantum of vote needed to pass a motion shall be a majority.

Section 4. Powers and Duties

A. Authority of Hingham

In accordance with the provisions of the Act and this agreement, the Parties hereby delegate to Hingham, subject to the authority of and approval by the Board as set forth in Section 4C hereof or otherwise expressly reserved herein or by law, the power to construct, equip, staff, maintain, operate and all other normal and customary acts necessary for the effective and orderly operation of the dispatch center. As the provider of the System Hingham shall endeavor to meet desired quality standards established by the Parties hereto also taking into

account cost efficiency, System effectiveness, budget constraints and System compatibility.

B. Communication Services to Other Agencies

The Region may provide dispatch or other communication services to other public or private agencies which provide a critical public health or safety service and/or public agencies not a Party to this agreement but only upon approval and recommendation of and subject to such terms and conditions as the Board of Directors may establish. Such service may be evidenced by contract or Inter-Municipal Agreement or other agreement.

The Region shall establish the amount of charge for the service being provided to other agencies. Charges will be set with the intent of recovering all capital operational and maintenance costs expended in providing the services to a particular agency both annually and for prorated periods thereof as well as sums as may be needed for future improvements, repairs, upgrades or expansions.

C. Authority of the Board of Directors

The Board of Directors as the governing and administrative body of the System shall exercise the following authority:

1. The Board shall approve the annual System budget.
2. The Board shall review System expenditures.
3. The Board shall consider the recommendations of any member community.
4. The Board shall approve the appointment of the System Director and all employees of the System, all of whom shall be considered employees of Hingham.
5. The Board shall approve the provisions of communications services to any entities not a Party to this agreement
6. The Board shall develop and recommend all cost sharing formula for annual operating expenses. Said formula shall consist of two parts. One half shall be a Standard Base Charge, based on the percentage of the population of each party to the total population of the System. The remaining half shall be a Variable Charge based on the per cent of total calls estimated from each particular community. There shall be a reconciliation or "true up" of the actual calls quarterly. The total of the parts of the formulae shall equal the budget necessary for operation for the current fiscal year.

7. Based on the recommendations of the Operations Board, the Board shall establish the Standard Operational Procedures for the System and will review all procedures programs and situations and make necessary recommendations as they pertain to the daily operation of the System.

Section 5. Facility

The center proper shall provide suitable and necessary components for a modern dispatch center.

All equipment and materials within the facility will be supported and maintained through an annual operational budget as outlined in Section 6 C 1. All new equipment or materials used as part of the System will be owned as set forth Section 8.

Section 6. Fiscal Year and Annual Budget

A. Fiscal Year

The System's fiscal year shall be the twelve month period commencing each July 1 and ending the following June 30 except if the effective date of this agreement is other than July 1 in which case the first fiscal year shall be the short year commencing the effective date and ending the following June 30.

B. Annual Budget

1. The System shall operate only under an approved fiscal year Budget. The System may not operate at a deficit. The Parties shall pay for the entire costs of operation and maintenance of the System with annual System expenditures determining the total amount of assessment required.

2. It is acknowledged by the Parties that the equipping of the Center and rehabilitation of the space into the Center shall be covered by the grant from the Commonwealth of Massachusetts, Department of Public Safety, 911 Office.

3. A cost formula shall be developed by and approved by the Board will be used to determine the total percentage of annual assessments. Said formula shall consist of two components. One half shall be a Standard Base Charge, based on the percentage of the population of each party to the total population of the System. The remaining half shall be a Variable Charge based on the percent of total calls estimated from each particular community. There shall be a reconciliation or "true up" of the charges based on the actual calls quarterly. The total of the parts of the formula shall equal the budget necessary for operation for the current fiscal year.

4. Each annual operating budget shall include a reasonable reserve contingency. Money may be expended from this reserve only with the express approval of the Board. The unspent portion of the reserve shall be carried forward to the next fiscal year in addition to the reserve contribution for each such fiscal year.

5. The total budget upon which is based the assessment against each of the Parties will 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 System (in excess of amounts required by the budget and not required to be refunded as provided in Section 6 C 3) as of the date such budget is determined.

6. In the event that emergency expenditures are required to maintain System integrity in excess of amount budgeted therefore the System is authorized to incur the same first from the reserve and second from other funds available to the System.

7. The budget shall be adopted by the System for each fiscal year on or before the time needed for each member to address their assessment in their budget process so that the member communities will have such information for their respective Town Meetings. A copy of the System budget and each Party's assessment shall be delivered to each Party immediately after the System budget is adopted.

8. The Parties hereby agree that payment of the assessments shall fairly compensate the performing Parties including Hingham for the services or functions performed hereunder. Hingham will annually provide an estimate of those services which shall be transmitted to the Board for approval and assessment as part of the annual budget.

C. Budget Elements

Unless a Party intends to withdraw from the Region and this agreement, each Party hereby agrees to seek an appropriation to pay its assessment sum and percentage of each year's annual budget approved by the Board.

The budget shall include but is not limited to the following components:

1. Operation and Maintenance Expenses

The cost of operating and maintaining the System shall include, but is not limited to, personnel salaries and benefits, training office and computer supplies, and other consumables payments to lease facilities or equipment and replacement parts necessary to repair or maintain System improvements, or equipment due to normal wear and tear from ordinary usage, or other costs of operation and

maintenance determined in accordance with accounting principles applicable to the System.

2. Capital Expenditures

Capital expenditures shall include the costs of purchase of communications and computer equipment, hardware, software and other fixed asset type items typically having a useful life of more than one (1) year including equipment improvements and additions as opposed to replacement parts for ordinary maintenance during the useful life of the capital items and other capital costs determined in accordance with accounting principles applicable to the System. Hingham shall act as the procurement authority for any such purchases.

3. Payment of Assessments

Upon adoption of the fiscal year budget by the Board with the first budget anticipated to take affect with the fiscal year beginning July 1, 2010 and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless otherwise specified by the order of the Board, the assessments fixed therein (based on the population and call volume for each Town for the previous fiscal year) are automatically due and payable without further notice as follows:

| | |
|-----------------|-------------------------|
| July 1, 2010 | 25% of total assessment |
| October 1, 2010 | 25% of total assessment |
| January 1, 2011 | 25% of total assessment |
| April 1, 2011 | 25% of total assessment |

The quarterly payments will be made subject to adjustment as contemplated in Section 4 C6, above.

Upon 90 calendar days advance notice to the Parties the Board may set a different payment schedule to fund System costs if sufficient monies would not otherwise be on hand as needed for the System.

Assessments shall be payable only from current appropriations of each Party. Each Party agrees to provide in its annual budget an appropriation to be available in an amount adequate for that Party's assessment for the same fiscal year.

The Parties intend to pay for actual System costs incurred (and the reserve contingency). Periodically and at least at the end of each fiscal year, a reconciliation will be made of actual System costs and amounts previously paid by each Party and payments shall be made based upon such reconciliation to adjust each Party's payments to its share of actual System costs.

At least annually the System Director shall present a cost of service study to the Board showing annual System costs as compared to budgeted line items.

A five percent (5%) late charge shall be imposed upon assessment payments not received within thirty (30) calendar days following the scheduled dates for payment. An additional five percent (5%) charge shall be imposed if payment is not made within an additional thirty 30 calendar days. If an assessment including late charges is not paid in full within seventy five (75) calendar days following any scheduled due date the Party shall be in default and subject to termination upon the vote of all of a majority of members on the Board not subject to termination. The breaching Party shall not have the right to vote or be counted in determining a majority in interest.

D. Budget Authority of System Director

The System Director has the power fully to draft and implement the approved budget. However the System Director may not exceed the personnel staffing authorized in the budget either in number, position, classification, or salary. In addition the System Director may not exceed any line item, utilize the reserve contingency or exceed the total amount of approved budgeted expenditures without the approval of the Board.

The System Director may recommend expenditures for approval separate from the budget process in which case the further recommendation of the Board is required prior to any actual expenditure. The System Director may also seek authorization from the Board for budgetary transfers or budget adjustments as necessary.

Section 7. Personnel

A. System Director

The System Director is authorized to act on the behalf of the Board in all matters of personnel administration given the positions and funding authorized in the annual System budget. This includes but is not limited to supervisory, direction, performance evaluations, disciplinary actions, and and such other duties related to the effective and orderly operation of the System as may be assigned by the Board.

As System personnel shall be employees of Hingham, they shall be subject to grievance or other personnel procedures and policies applicable to Hingham employees. Each Party or other entity receiving services from the System shall report any personnel difficulties to the System Director for the System Director's further action or such action as the Board may determine, consistent with the applicable Hingham personnel practices and applicable law.

B. Supervisory and Operations Positions

Hingham shall employ supervisory and operations staff as approved in each System budget. All such persons shall be employees of Hingham. All positions must be recommended by the Board as part of the System budget process and provided for in the annual System budget adopted by the County. The System shall utilize the services of the personnel director or person performing similar functions of Hingham to create any needed class specifications job descriptions or address other personnel matters.

C. Salaries and Benefits

Except to the extent wages, hours and terms and conditions are covered by a collective bargaining agreement under G.L. c. 150E, the Board shall recommend to Hingham the salaries of the System staff as part of the budget process and employee benefits shall be determined in accordance with Hingham's employee benefit plan for persons making such salaries.

Section 8. Maintenance, Capital Assets and Acquisitions

The Parties intend:

1. To share the costs of operating and maintaining the System as set forth in this Agreement.
2. Capital costs, except those paid for pursuant to any grants or as otherwise determined by the Board are to be shared equally by the participants.

The parties to this Agreement shall be the owner of the System. No new capital assets will be acquired which would not be compatible with the System at the time of acquisition.

The Board will determine what communications equipment is necessary to operate and maintain the System.

Section 9. Term of Agreement

This agreement is intended as a long term obligation of each of the participating Parties. This agreement shall be for successive term of approximately five years each, as set forth herein. Unless sooner terminated or dissolved by agreement of the Parties, this agreement shall expire June 30, 2015.

The initial Term of this agreement ("Initial Term") shall commence on the effective date of this agreement and expire on June 30, 2015. Thereafter, this agreement shall be automatically extended for subsequent terms of five (5) years

each ("Extension Terms") on the same conditions as set forth herein, subject to termination or withdrawal as provided herein. Any Party may terminate its obligations hereunder as of the end of the initial Term or any Extension Term upon giving at least one year's prior written notice to each of the other Parties hereto. Withdrawal or termination of any Party shall not have the effect of terminating this agreement as to the remaining Parties

Section 10. Termination or Withdrawal

A. Termination

Each Party shall remain a Party to this agreement and share in the costs of operation and maintenance of the System until the end of the Term applicable to such Party. If in the interim a Party defaults on payment of any assessment or otherwise breaches this agreement, such Party shall be subject to termination as a Party to this agreement upon the vote of a majority of the Board members not subject to termination, acting on behalf of their respective communities. The breaching Party shall not be entitled to vote on its own termination or be counted in determining a majority in interest.

Upon being so terminated, the terminated Town shall be responsible for paying for an actuarial study to be performed by the Board for the purpose of determining any adjustments and payments due from the terminated party for any sums due, health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of termination that the terminated party and the System enter into an agreement setting forth the obligation to make such payment.

The terminated Party shall remain liable for any defaulted payment and late charges to the end of the Initial Term or, if the termination occurs during an Extension Term, through the end of the fiscal year following the year in which the termination was effective. Such subsequent assessments will be determined as if the terminated Party were still a Party to the agreement at the same percentage in effect at the date of termination. The assessment will be due and payable at the same time assessments are due from the remaining Parties for the fiscal years in question.

The remaining Parties shall attempt to mitigate the damages caused by termination by either obtaining other Parties hereto or by reducing System expenses, but until any mitigation actually occurs the terminated Party shall remain liable for its assessment in full. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Parties. All Parties agree that the System is configured and System expenditures are committed on the understanding that all Parties will remain Parties at least until the end of the then-current Term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

B. Withdrawal

At least one year prior to the end of the Initial Term, a Party may give notice of its withdrawal as a Party to this agreement as of the end of the Initial Term without penalty commencing on the first day after the end of the Term applicable to such Party with withdrawal to be effective at the end of said term. Such withdrawing Party shall perform all obligations under this agreement until the effective date of withdrawal. During any Extension Term, a Party may give notice of its withdrawal as a Party to this agreement without penalty said withdrawal to be effective as of the last day of the fiscal year following the fiscal year in which said notice has been given.

Upon notice of withdrawal, the withdrawing Town shall be responsible for paying for an actuarial study to be performed by the Board for the purpose of determining any adjustments and payments due from the withdrawing party for any sums due, health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of withdrawal that the withdrawing party and the System enter into an agreement setting forth the withdrawal terms and conditions, including the obligation to make such payment.

C. Legal Redress

The Board, acting on behalf of the Parties, shall have the right to seek legal redress if necessary to obtain payment on amounts due or otherwise to enforce the terms of this agreement. Venue for any litigation under this Agreement shall be Plymouth County.

D. Use of System and System Assets

Upon termination or withdrawal, any withdrawing or terminated Party shall no longer receive services from the System after the effective date of termination or withdrawal. The effective date of termination and the effective date of withdrawal shall be as defined in Section 10.

The withdrawing or terminating Party shall leave as part of the System those assets owned by it previously used as part of the System and which the remaining Parties desire to use as part of the System. In the case of a withdrawing party, if the remaining Parties desire to use any such assets they shall purchase the same at the then current book value from the withdrawing or party. If such a purchase occurs an offset may be taken of any amount owed by the withdrawing Party hereunder against the amount paid for such assets, said offset to be taken at the time of the purchase.

Section 11. Dissolution

Unless earlier terminated as provided herein, effective June 30, 2015 or thereafter by agreement of the Parties and subject in all respects to applicable law, this agreement shall expire and the System shall be dissolved. Dissolution shall only be effective upon the last day of the fiscal year but shall in no event be effective until the requirements of Section 12 are met.

Section 12. Disposition of Assets

A. Process of Winding Up

This agreement may not be considered as having expired or disposition of assets made to the Parties to the agreement until the System reasonably exhausts all means of collecting any monies due hereunder and identifies and satisfies all obligations and liabilities related to the System. A final accounting shall be prepared by the System Director and be submitted to the Parties and the Board and be approved by both the Parties and the Board before any final disposition of assets may be made and termination of the agreement consummated.

B. Asset Distribution

Upon expiration, the Parties shall retain title to those assets purchased in their individual names. As to any capital assets purchased in common as provided in this agreement and as to any monies held in System accounts, such capital assets shall be sold and the proceeds and other monies shall be distributed according to the relative assessments paid by the Parties during the five years immediately preceding termination.

Section 13. Amendment to Agreement

The agreement may be amended only by a majority vote of the Parties hereto as of the date of the Amendment. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. A proposed amendment must be approved by the governing body of each Party to be effective. The Secretary shall notify each Party of the resultant action.

Section 14. Additional Parties to Agreement

Entities which are not Parties in this agreement may become Parties hereto only by amendment to this agreement as defined in Section 13.

The admission of any new party shall be by vote of at least three (3) of the present Parties to this agreement. The amendment authorizing the admission of

a new Party shall set forth the capital contributions, obligations, payments and other terms and conditions pertaining to the admission of the new Party. Said amendment shall also specify any changes in quorum or voting requirements arising due to the fact that there is another member to the System.

Section 15. Severability Compliance with Applicable Law

Should any part, term, portion or provision of this agreement or the application thereof to any person or circumstances be in 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. The Parties further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular but without limiting the generality of the foregoing, the Parties intend for this 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.

Section 16. Indemnification and Insurance

By entering into this agreement, none of the Parties have 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 municipalities which have executed it and each states 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. This 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.

Insurance for the operations of the Center shall be under Hingham's insurance policy or policies. The cost for said insurance shall be a cost of the System.

Section 17. Miscellaneous Provisions

- a) Entire Understanding: This agreement represents the entire understanding of the Parties with respect to its subject matter.
- b) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Plymouth County.

- c) Dispute Resolution: Any disputes arising under this Agreement shall first be attempted to be resolved through arbitration in the following manner: the Boards of Selectmen of each Town shall each appoint an arbitrator; if the four arbitrators so appointed can not agree on a resolution, then a majority vote of the four arbitrators shall be determinative. Each Party does however retain the right to seek a declaratory judgment for any dispute.
- d) Binding Effect: All of the terms and provisions of this agreement shall be binding on and inure to the benefit of and be enforceable by the respective Parties hereto, their successors and assigns.
- e) Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this agreement.
- f) Joint Drafting: Each Party acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

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IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

TOWN OF HULL,

By:

John D. Reilly, Jr., Chairman, Board of Selectmen

Philip E. Lemnios, Town Manager

Date:


Certification of Available Appropriation

Marcia Bohinc, Hull Town Accountant

Approved as to Form Only

James B. Lampke, Esq., Town Counsel

TOWN OF HINGHAM,



Laura Burns, Chairman, Board of Selectmen



Kevin Paicos, Town Administrator

Date:

Certification of Available Appropriation


Ted C. Alexiades, Hingham Town Accountant

Approved as to Form Only

James A. Toomey, Esq., Town Counsel

TOWN OF COHASSET,

By:



Paul Carlson, Chairman, Board of Selectmen



William R. Griffin, Town Manager

Date:

Certification of Available Appropriation

J. Michael Buckley, Cohasset Town Accountant

Approved as to Form Only

Paul R. DeRensis, Esq., Town Counsel

TOWN OF NORWELL,

By:

Thomas Bigger, Chairman, Board of Selectmen

Date:

James Bourdreau, Town Manager

Certification of Available Appropriation

Donna Mangan, Norwell Town Accountant

Approved as to Form Only

Robert W. Galvin, Esq., Town Counsel

ATTACH CERTIFIED VOTES OF THE BOARD OF SELECTMEN FOR EACH PARTICIPATING GOVERNMENTAL UNIT

ATTACH EXHIBIT A – DESIGN OF INITIAL SYSTEM