

**District Agreement**

**MetroWest Regional Emergency Communications Center District**

This District Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Towns of Grafton, Hopkinton, Southborough, and Westborough, and in accordance with the provisions of Massachusetts General Laws, Chapter 6A, Sections 18P to 18V, inclusive by and between the "Participating Communities" (as defined below). The effective date of the District Agreement (the "Effective Date") shall be the date when all Participating Communities have executed this document.

**PREAMBLE**

In order to establish, operate and maintain a consolidated emergency services communication and dispatch system for the Grafton-Hopkinton-Southborough-Westborough communities and any other community that chooses to join, in accordance with Massachusetts General Laws ("G.L.") c.6A, §§18P-18V, inclusive, the Participating Communities agree to jointly exercise their common powers in the manner set forth in this District Agreement.

**WITNESSETH**

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

**WHEREAS** the Participating Communities desire to join together to establish a regional 911 emergency communication district comprised of their communities and any other communities which 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 in the region and to provide an orderly method for the accomplishment thereof; and

**WHEREAS**, certain Participating Communities have and maintain existing municipal 911 emergency communication facilities that provide high levels of service; and

**WHEREAS**, the Participating Communities have agreed to share the costs, responsibilities, and obligations of constructing, operating, and maintaining a municipal regional 911 emergency communication facility, and

**WHEREAS**, the Participating Communities have agreed that the Town of Westborough shall be reimbursed for the administrative costs of procurement for the District while 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 located in, Massachusetts; and

**WHEREAS**, the Participating Communities are committed to providing and maintaining high levels of service for the emergency and 911 dispatch services to be provided for under this District Agreement; and

**WHEREAS**, the purpose of this District Agreement is to set forth the responsibilities and obligations of the Participating Communities for the creation and operation of a consolidated emergency services communication and dispatch system, and to provide high-quality, high levels of service when operating the same;

**WHEREAS**, the Participating Communities, pursuant to G.L. c.6A, may enter into this District Agreement to perform joint activities or undertakings which the municipalities are authorized by law to perform.

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

## **AGREEMENT**

### **1. Purpose**

This District Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for cost-efficient, shared, and effective municipal emergency dispatch and communications services. The purpose of this District Agreement is to provide for the establishment, operation and maintenance of a consolidated regional 911 emergency communication center and other facilities (RECC) by constructing, equipping, staffing, maintaining and operating a facility or facilities, which provide call receiving and dispatching services to the Participating Communities, by providing computers, radios and other equipment for use in the field. The District has been established under G.L. c.6A, which was enacted to empower the operation of the RECC. Such operation shall be undertaken by the Participating Communities and the Participating Communities shall be bound by the obligations set forth herein.

### **2. Name**

The Participating Communities shall operate under the name "MetroWest Regional Emergency Communication Center District", (hereinafter, the MetroWest RECC District). Operating under the District, the services provided, and the center facility will be known as the MetroWest Regional Emergency Communication Center (hereinafter, the MetroWest RECC).

### **3. Term**

The initial term of the District Agreement shall be for a term beginning on the Effective Date and ending on [INSERT]. Thereafter, this District Agreement shall automatically renew for additional terms of ten (10) years each up to twenty-five (25) years, or until terminated by mutual agreement, superseded by legislation and/or a subsequent agreement, or terminated

sooner as set forth below. Notwithstanding the above, this District Agreement shall have no force and effect unless and until each of the Participating Communities have executed this agreement with due authority, as provided for by applicable law and the terms of this District Agreement. At all times, this District Agreement shall be subject to municipal appropriation. 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, in itself, have the effect of terminating this agreement as to the remaining parties.

#### **4. Governance**

The District shall be governed as set forth below.

- A. Board of Directors A Board of Directors shall be established for the District. The Board of Directors shall have those responsibilities and shall be vested with those powers and liabilities as provided for by G.L. c.6A, §§18P-18V, including but not limited to the oversight of the construction or siting, administration, operation and financing of the RECC and District, subject to the provisions of this District Agreement. Members of the Board of Directors shall serve without compensation, but each member shall be entitled to reimbursement from their actual and necessary expenses incurred for their official duties. Each Participating Community shall have one member appointed to and serving on the Board of Director's: the Town Manager or Administrator of each Participating Community, or that person's designee. Each Participating Community shall have one (1) vote on the Board to act upon matters before the Board of Directors. Votes shall only be cast in accordance with Paragraph 4(H) below. Each Participating Community's representative on the Board of Directors shall report no less than once per quarter to that Participating Community's Select Board concerning the District's operations.
- B. Finance Advisory Subcommittee A Finance Advisory Subcommittee shall be established and shall have those responsibilities and shall be vested with those powers and liabilities as provided for by G.L. c.6A, §18Q. The Finance Advisory Subcommittee shall be comprised of the Chief Financial Officer and Chief Administrative Officer, or that person's designee, in each Participating Community. The Finance Advisory Subcommittee shall approve the District's annual budget as required by G.L. c.6A, §18Q.
- C. Operations Committee An Operations Committee shall be established to provide general oversight of the performance of the District, including operational protocols and procedures and standards for the levels of service to be provided by the District. The Police Chief and Fire Chief for each participating community, or that person's designee, shall serve as their community's respective representatives on the Operations Committee. The Board of Directors will review and approve of all final protocols, procedures, and standards produced by the Operations Committee. The Police Chief and Fire Chief for each Participating Community shall also appoint an alternate representative to serve in the absence of an

Operations Committee member and who shall have the authority to vote in the name and stead of the absent member person.

- D. Executive Director The Board of Directors shall appoint an Executive Director. The Executive Director shall be an employee of the District and the Executive Director's salary and benefits shall be established by the Board of Directors. 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 of Directors and the general supervisory authority of the Board of Directors. The specific job qualifications, duties and responsibilities of the Executive Director shall be recommended by the Operations Committee and approved by the Board of Directors. The Executive Director shall report to the Board of Directors. The Executive Director 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 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.
- E. Board/Committee Action All actions by the Board of Directors, Operations Committee, or Financial Advisory Subcommittee 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 including future financial obligations and the hiring of the Executive Director). A quorum shall be by simple majority of the voting members. A quorum of voting members must be present for a vote of the Board of Directors to be valid and binding upon the Participating Communities.
- F. Designation of Officers The Board of Directors, Operations Committee, and Finance Advisory Committee shall each designate a Chair and Vice Chair, selected by ballot among their respective memberships. The Chair and Vice Chair of each shall rotate among the Participating Communities, with no single Participating Community's representatives holding either position until representatives from all other Participating Communities have so served. The Chair and Vice Chair shall be from different communities. The person serving as Vice Chair shall serve as the Chair in the following year.
- G. Open Meeting Law The Chair shall be responsible for giving proper notification of their respective meetings and the Executive (as required by applicable provisions of the Open Meeting Laws, G.L. c.30A, §§18-25. The Executive Director shall ensure the taking of meeting notes as required by the same. The Chair shall notify all of its respective members, and the Town Clerk of each of the Participating Communities, of all meetings.

- H. Board/Committee Meetings The Board of Directors, Operations Committee, and Finance Advisory 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, which shall include the Board of Directors, Operations Committee, and Finance Advisory Subcommittee. The date and hour of any regular meeting shall be scheduled by order of the Chairs of the Board, Committee, and Subcommittee. The Board of Directors, Operations Committee, and Finance Advisory Subcommittee shall provide for additional meetings as may be deemed necessary on a mutually agreed upon date and time. The Board of Directors, Operations Committee, and Finance Advisory Subcommittee may each adopt rules for conducting their respective meetings and other business, as they deem necessary and appropriate. The failure, however, to comply with such rules shall not affect the validity of any action.
- I. Public Records Law All instrumentalities of the District, including but not limited to the Board of Directors, Operations Committee, and Finance Advisory Subcommittee shall comply with the requirements of the Public Records Law, G.L. c.66.

**5. Provision of Services to Other Entities**

The District may provide dispatch or other communication services to other public or private entities, which provide a critical public health or safety service and/or public agencies not a party to this District Agreement, but only upon the written approval of and subject to such terms and conditions as the Board of Directors may establish. Such service may be evidenced by contract, inter-municipal agreement, or other form of written agreement. The District shall establish the amount of charge for the service being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for future improvements, repairs, upgrades or expansions.

**6. Dispatch Facility**

- A. The initial District facility shall be located in Westborough, Massachusetts. The dispatch facility 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. All equipment or materials used as part of the dispatch system will be owned as set forth in the following paragraph. The Board of Directors may specify the addition of other facilities or installation, in addition to this initial District facility.
- B. The Participating Communities agree that the District shall retain the services of a project manager for the creation of the initial District facility and any subsequent facilities. The Executive Director may select the project manager, with approval from the Board of Directors.

- B. The District shall in its own name, by purchase, written lease, or written license, procure an area whereby a tower or other structure for the installation of antenna shall be constructed, and a facility in which the dispatch facility will operate. The District shall procure in its own name all equipment, systems, fixtures, goods, or other personal property, as it may deem necessary or appropriate from time to time. Upon termination or dissolution of the District, all equipment fixtures, goods, or other personal property installed or otherwise used at the facility (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.
- C. The Operations Committee shall recommend to the Board of Directors 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:
- 1) The dispatch facility shall be intended to provide consolidated regional public safety communications and dispatch services facility to the Participating Communities.
  - 2) All dispatch facility components shall be compatible with each other.
  - 3) All dispatch facility components and the operation and maintenance of the system shall meet all levels of service and standards specified by the Operations Committee. The Board of Directors may consider cost efficiency, including budget constraints, but only insofar as the same do not compromise or interfere with the attainment of the levels of service specified by the Operations Committee.
  - 4) 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.
- D. The District may engage in any other public service, public safety operation or support mission or role that is authorized by the Executive Director and as

funded through the annual budget approved by the Board of Directors or other funding sources.

**7. Fiscal Year of the District**

The fiscal year for the District shall be July 1<sup>st</sup> to June 30<sup>th</sup> of each year, except if the Effective Date of this District Agreement is other than July 1<sup>st</sup>, in which case, the first fiscal year shall be the short year commencing on the Effective Date and ending the following June 30<sup>th</sup>.

**8. Annual Budget**

The Executive Director, with input from the Operations Committee and the Finance Advisory Subcommittee, shall develop an annual operating budget by mid-November of each year. 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. 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. 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. The annual operating budget shall require approval by both the Board of Directors and the Finance Advisory Subcommittee. All financial obligations of the Participating Communities shall at all times be subject to annual municipal appropriation, including, but not limited to the Participating Communities' indemnification obligations under Paragraph [insert] below. Notwithstanding the above, in the event that 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 Paragraph [insert].

**9. Apportionment of District Costs**

The Board of Directors shall apportion the amounts determined and approved for each annual operating budget, including the amounts required to pay any debt and interest accrued by the District, among the Participating Communities. Each Participating Community shall be charged according to an equal ratio based upon population (50%) and 911 calls (50%) received. Each Participating Community agrees to assume a proportional share of all costs and expenses for equipment, facilities, (including maintenance thereof), personnel and operations of the District and to promptly remit payment upon proper request. The amounts apportioned shall be certified by the District Treasurer (to be defined below) to the Chief Executive Officers, Board of Assessors and Treasurers in each municipality no later than February 1st each year. Payments of assessments are automatically due and payable each year without further notice as follows:

July 1st: 25% of total assessment

October 1st: 25% of total assessment  
January 1st: 25% of total assessment  
April 1st: 25% of total assessment

Each Participating Community 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. 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 G.L. c.59, §23.

#### **10. Emergency Expenditures**

If emergency expenditures are necessary, within the determination of the Board of Directors, 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 Section 10, Chapter 44 per section 18R (g) of Chapter 500 of the Acts of 2014. 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 regional 911 emergency communication center, 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 Board of Directors 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, Select Board of any Participating Community votes to disapprove of the amount authorized by the Board of Directors, the debt shall not be incurred.

#### **11. Appointment of Secretary and Treasurer**

The Board of Directors shall appoint a Secretary and Treasurer (who may be the same person), who may be a treasurer of one of the Participating Communities in the District. The Treasurer, subject to the direction and approval of the Board of Directors, 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 Treasurer's duties in a form and amount as fixed by the Board of Directors. The Treasurer shall be entitled to charge the District reasonable fees and collect its reasonable expenses for its services, as approved by the Board of Directors. The Treasurer shall be subject to G.L. c.41, §§ 35, 52, and 109A. The Treasurer shall issue financial statements to all Participating Communities and to the Finance Advisory Committee quarterly and annually. These statements shall also be provided to the Finance Advisory Committee. 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 Chairs of each Participating Communities' Select Board, the Finance Advisory Committee, the State Auditor, the State



911 Department and the Division of Local Services of the Executive Office for Administration and Finance. In addition, the Board of Directors 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 of Directors shall be entitled to request and receive copies of the information described above upon reasonable notice. The Treasurer shall ensure that the accounting system for the District includes the following:

- General ledger;
- 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;
- Payroll processing and associated human resources services;
- Bank account maintenance and reconciliations;
- Billing the District for administrative support provided by the designated Treasurer's Participating Community;
- Financial statement preparation, as required;
- Audit preparation, as required;
- Preparation of year-end 1099' s and W-2s; and
- Grant management and administration functions, as required and appropriate.

#### **10. Procurement**

All goods and services procured by the District shall be procured pursuant to applicable procurement laws, rules, or regulations.

#### **11. Withdrawal**

A Participating Community may elect to withdraw its membership in the District by providing written notice to the Chairs of the Board of Directors and Select Boards of all other Participating Communities. Said written notice shall specify the date on which such withdrawal is intended to take effect. In no event shall any withdrawal be effective less than five (5) calendar years from the date such notice is sent, unless an earlier withdrawal date is approved by a majority vote of both the Board of Directors and each other Participating Community's Select Board.

Notwithstanding the date specified in a written notice, no withdrawal or termination shall take effect earlier than thirty (30) days following the payment of all obligations incurred by the withdrawing or terminating Community. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of withdrawal or termination, including without limitation, any fees, costs, or expenses attributable to this District Agreement. Following receipt of notice of withdrawal or termination, the remaining Participating Communities shall address the impacts caused by the withdrawal or termination, including by soliciting other municipalities to join the District or

reducing the District's expenses. 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. In the event that the District shall be comprised of less than two Participating Communities, the District shall be dissolved pursuant to the applicable law.

## **12. Defaults and Termination**

If any party to this District Agreement defaults on payment of any assessment or otherwise breaches this District Agreement, the Executive Director, subject to approval by those representatives to the Board of Directors who are those from the breaching party, shall notify the breaching party in writing stating therein the nature of the alleged default or breach and directing such party to cure such default or breach within a reasonable time period and in no event longer than sixty (60) 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 of Directors representing those Participating 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. A terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the current fiscal year.

## **13. District Personnel**

- A. The Executive Director 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 of Directors.
- B. Preference in hiring shall be extended to those persons previously employed by the 911 dispatch centers in any of the Participating Communities such that preference shall be given to such a qualified prior employee over other qualified applicants.
- C. The aggregate staffing level of the District and RECC may be set at a number of employees that is no less than cumulative total of those persons employed by the Participating Communities existing 911 dispatch centers as of the Effective Date of this District Agreement.
- D. The Participating Communities will provide a complete roster of its Dispatch/Communications employees.
- E. The Participating Communities shall use best efforts and will work cooperatively to assist each other in placement services for current public safety employees who may not become employees of the District.
- F. The costs associated with any unemployment of public safety employees in any Participating Community that results from the creation of the District will be shared equally by the Participating Communities.

## **14. District Personnel Retirement Plans**

Eligible employees of the District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established G.L. c.32. Administration of the District's employees' retirement plans shall be administered by the Worcester Regional Retirement System.

#### **15. Severability Compliance with Applicable Law**

Should any part, term, portion or provision of this District 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 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. In particular 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.

#### **16. Indemnification**

Each of the Participating Communities shall indemnify, defend and hold harmless each 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.

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 District 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. 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.

#### **17. Performance Bond**

In accordance with the provisions of G.L. c.40, §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.

### **GENERAL PROVISIONS**

**18. No Effect on Preexisting Relationships**

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.

**19. Force Majeure**

If and to the extent that a party is directly prevented from performing an obligation under this District Agreement by an event of force majeure, that party shall be excused from performing that obligation and shall not be liable in damages or otherwise for the time period that the force majeure event directly prevents such performance, and the parties may also negotiate in good faith with respect to appropriate modifications to the provisions of this District Agreement. The term "force majeure" shall mean only the supervening causes described here, each of which is beyond the reasonable control of the affected party: fire, earthquake, floods, explosion, war, terrorism, riots, mob violence, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, epidemic or pandemic, or any other cause similar to the foregoing, and shall explicitly exclude changed market conditions

**20. Notices**

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 and to each Participating Community's Town Clerk. Unless specified otherwise in this District Agreement, notice shall be effective on the date sent to the Town Clerk. 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.

**21. Amendments**

Amendments to this District Agreement shall require a super majority vote of the members of the Board of Directors. 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.

**22. Execution in Counterparts**

This District Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**23. Binding Effect**

This District Agreement shall be binding upon and shall inure to the benefit of each party. Each Participating Community's obligations and under this District Agreement shall not be assigned or transferred without a supermajority vote of the Board of Directors.

**24. Governing Law**

This District Agreement's validity, interpretation, construction, performance, and enforcement shall be governed by Massachusetts law, without regard to Massachusetts' choice-of-law or conflicts-of-law principles or rules. Any claim or action arising under or relating to this Agreement may be brought only in Middlesex County Superior Court, and the parties hereby agree that venue is proper, and shall be proper, only in that forum.

**26. Relationship of Parties**

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.

**27. Waiver**

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.

**28. Entire Agreement**

This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

***[Remainder of page intentionally blank]***

**IN WITNESS WHEREOF**, the Towns 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 HOPKINTON

TOWN OF GRAFTON

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

TOWN OF WESTBOROUGH

TOWN OF SOUTHBOROUGH

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

