

## **SERSG Inter-Municipal Agreement**

This Inter-Municipal Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ (herein the “effective date”) among the governmental units listed on Schedule A attached hereto together with any additional governmental unit which applies for, is approved as a member, and which executes and delivers a counterpart of this Agreement (individually a “Local Government” or “Member,” and collectively “Local Governments” or “Members”).

### Background

The Local Governments have determined that the solution of certain problems facing them and the provision of certain municipal services for which they are responsible can be accomplished most expeditiously through the joint activities of Local Governments.

Chapter 40 Section 4A of the Massachusetts General Laws authorizes a governmental unit therein described to enter into an agreement with one or more other governmental units “to perform jointly any services, activities or understandings which any of the contracting units is authorized by law to perform ...”

Several years ago the cities and towns listed on Schedule A lying in the counties of Norfolk, Plymouth and Bristol began an informal arrangement to explore and facilitate the possibilities of providing regional solutions and services. These communities applied for and received a Municipal Incentive Grant from the Executive Office of Communities and Development to engage a professional public administrator to deliver a program of such solutions and services.

That pilot program has been successful and there is now both a need and desire to formalize the existing program and to provide a flexible structure capable of accommodating regional initiatives particularly as additional programmatic funding for regional approaches occurs.

### Creation and Purpose

Accordingly, the Local Governments executing and delivering this Agreement in conformance with the provisions of MGL Chapter 40 Section 4A hereby create the Southeastern Regional Services Group (SERSG) to be a flexible entity governed by its constituent Local Governments. The mission of SERSG includes but is not limited to: 1) operating, coordinating and expanding joint purchasing programs; 2) providing participating communities with personnel administration services; 3) exploring and developing alternative models for regional service provision and organization through public forums; 4) organizing training programs for participating communities; and 5) facilitating the solution of common programs and the provision of certain municipal services through joint action pursuant to this Agreement.

### Term

This agreement shall be for an initial term of three years and for successive terms of one year thereafter unless terminated by a vote of the SERSG Board subject always, however, to the rights of members to withdraw as hereafter provided.

### Governance

SERSG shall be governed by a Board of Directors who shall have general superintendence and control over the affairs of SERSG.

The SERSG Board shall be composed of one Director from each Local Government which now or hereinafter is a party to this Agreement and has not withdrawn or is not “Delinquent” as hereafter defined and the SERSG Regional Administrator as an ex officio member. A Director shall be appointed by the appointing authority of each Local Government and shall serve until the appointing authority of that Local Government shall notify SERSG that such Director no longer represents the Local Government. It is anticipated that Local Governments will appoint the chief administrative officer of that Local Government as its SERSG Director.

The SERSG Board shall have a Chairman and a Vice Chairman and the Regional Administrator or her/his designee shall serve as the Secretary of the Board. The Chairman and Vice Chairman shall be elected annually from and by the Directors and shall serve for one year terms. The Chairman, or in the Chairman’s absence the Vice Chairman, shall preside at the meetings of the Board and the Secretary (or such designee of the Chairman if the Secretary is absent) shall keep the minutes.

The Board shall meet regularly at such time as the Board may determine and otherwise at the call of the Chairman or on the petition of any five Directors delivered in writing to the Secretary.

A quorum shall consist of a majority of the SERSG Directors. All votes except a vote under Section 17 hereof shall be by a majority of the Directors present.

The Directors shall elect annually from among their members three Directors who together with the Chairman, Vice Chairman and Regional Administrator ex officio shall constitute the Administrative Committee to which the Board may delegate certain discretion to act on behalf of the Board between meetings of the Board

### Regional Administrator

The Board shall select and retain a Regional Administrator who shall be qualified by professional training, background and experience to provide day-to-day leadership to SERSG. (It is anticipated although not required that the Regional Administrator, in addition to possessing a Bachelor’s Degree would possess an additional degree in public administration, law, business or other related area.) No currently serving elected official or chief administrator of a SERSG community shall be eligible for appointment as Regional Administrator. The Regional Administrator shall serve at the pleasure of the Board which shall fix the compensation and working conditions of the position and may enter into an employment agreement with the incumbent for a term not to exceed three years and subject to annual funding.

Subject to the direction and supervision of the Board, the Regional Administrator shall manage the day-to-day affairs of SERSG including without limitation all personnel matters, business relationships, relationships with all governmental entities including the Local Governments and all relationships with the public and the press.

### Budgets and Records

The Regional Administrator shall prepare on or before January 1 of each year an annual budget specifying estimated receipts and disbursements and an annual assessment for each Local Government for the next fiscal year. Such budget and annual assessment shall be subject to approval by the Board. Attached hereto as Appendix B is the annual SERSG Budget for Fiscal 2015.

The Regional Administrator shall cause to be kept accurate and comprehensive records of all SERSG activities and transactions as shall comply with generally accepted governmental accounting standards and with any requirements of Section 4A Chapter 40 of the Massachusetts General Laws as in force from time to time. The Regional Administrator shall cause a regular audit of the books and records to be performed periodically and shall also cause to be distributed to all SERSG members not less frequently than annually financial statements of SERSG.

### Basic Services

As part of the budget process, the SERSG Board annually shall determine the program of Basic Services SERSG shall make available to all of the Local Governments in consideration of their annual assessment. This list may be changed at any time during the year upon a majority vote of the Board of Directors. Attached to this Agreement as Appendix C is a description of the Basic Services currently made available to Local Governments.

### Special Services

Many regional initiatives may be of interest to only a few SERSG members. Thus while it is important that SERSG facilitate the study and implementation of these initiatives by providing services (herein "Special Services"), it would be inequitable for all SERSG Local Governments to bear the cost of these SERSG Special Services. Such initiatives may involve the application for grants, the administration of such grants and in some circumstances, the participation of federal, state or counties or of non-SERSG governmental entities, regional planning agencies and other public or not-for-profit entities.

Accordingly, the Local Governments agree that two or more of their number by an agreement supplemental hereto among such Local Governments and SERSG and, in some instances, other governmental units may undertake specialized regional initiatives ("Special Initiatives") on the following terms:

- The Special Initiative must involve more than one SERSG Local Government and must be consistent with the purposes of SERSG.
- The role of SERSG and the remuneration SERSG is to receive must be spelled out in a written agreement (the "Supplemental Agreement") among SERSG and the Local Governments involved in the initiatives.
- The Supplemental Agreement must be consistent with this Agreement and must be approved by the SERSG Board in its discretion.
- The Supplemental Agreement in the written judgment of the Regional Administrator delivered to the Board must provide that neither SERSG nor the Local Governments not a party to the Supplemental Agreement will incur unreimbursed expenses or liability arising out of the Supplemental Agreement.

The Local Governments intend that this provision constitute authorization for such Supplemental Agreements in accordance with the provisions of Chapter 40 Section 4A of the Massachusetts General Laws.

#### Cooperation with SERSG

Each Local Government having joined SERSG agrees hereby that if it is contemplating an initiative including more than one Local Government, it will communicate with SERSG concerning such initiative and afford SERSG a reasonable opportunity to assist in the study and implementation of that regional initiative.

#### SERSG Contracting Authority

In providing either Basic Services or services for Special Initiatives, SERSG may apply for grants or other financial assistance, or grants or stipends providing for in-kind provision of goods or services or the like. SERSG may enter into contracts or agreements with Local Governments, other governmental units or private parties to provide or procure goods or services to or on behalf of SERSG provided that any such contract shall provide that no Local Government shall have liability under such contract in excess of its current annual assessment or, with respect to a contract relating to a Special Initiative, in excess of its liability under such Supplemental Agreement.

#### Annual Assessment

On or before January 15 of each year as part of the annual budget process, the Board shall determine the annual assessment for the next fiscal year. The Regional Administrator shall provide written notice of such assessment promptly to the Local Governments. Assessments are due from Local Governments not later than September 1 of the next fiscal year. Local Governments not having paid such assessment or made in the judgment of the Board satisfactory provision of the payment of such assessment may thereafter by vote of the Board of Directors be determined to be a Delinquent member. A Delinquent Member shall no longer have a right to a vote on the Board until such delinquency shall be cured. The determination of a Delinquent Member shall also be deemed to be notice of Withdrawal of such Member as of the date of the Delinquent Member determination.

#### Withdrawal

A Local Government may withdraw as a member of SERSG (a "Withdrawal") by filing with the Regional Administrator a written notice of withdrawal not less than sixty days prior to the commencement of a fiscal year. A Local Government shall no longer be a member upon the commencement of the next fiscal year beginning more than sixty days from the date of giving of withdrawal notice except that if such Local Government shall have signed a Supplemental Agreement, such withdrawing Members shall continue to be a Member for the limited purpose of fulfilling its obligations under the Supplemental Agreement but shall not be entitled to appoint a Director or otherwise participate in the affairs of SERSG

#### Additional Members

Any governmental unit which is located in Norfolk, Plymouth or Bristol County and which may include a governmental unit which has previously withdrawn from SERSG, may in writing apply

to become a Local Government herein. The Board shall promptly consider such application and if a majority of the Board so votes, may approve the admission of such governmental unit as a Local Government effective as of the beginning of the fiscal year commencement after the dates of its application provided that prior to such date, it shall have executed and delivered a counterpart of this Agreement and shall have paid its assessment for the coming fiscal year.

#### Legal Entity

As of 1997, Southeastern Regional Services Group (“SERSG”) Service Corp. was incorporated as a 501(c)(4) organization for the purpose of rendering aid, support, service and assistance to SERSG. SERSG Service Corp. by-laws are included in Appendix D.

#### Relationships with Other Regional Organizations

Some SERSG communities are served by one of the following regional planning agencies: The Metropolitan Area Planning Council (“MAPC”), Old Colony Planning Council (“OCPC”), and the Southeastern Regional Planning and Economic Development District (“SRPEDD”). It is the policy of SERSG and the aforesaid planning agencies to avoid if possible offering duplicative services. Accordingly, the SERSG Regional Administrator is authorized, subject to SERSG Board approval, to enter into memoranda of understanding with such agencies to foster cooperation and avoid duplication where possible.

#### Limitation of Liability

SERSG shall incur no contractual obligations to third parties which are not reasonably projected to be covered by the annual assessments or by the obligations of Local Governments under Supplemental Agreements. Any such Supplemental Agreement shall contain a provision indemnifying SERSG Members not a party to the Supplemental Agreements from claims and liabilities arising under the Agreement. In other respects, liability of Local Governments shall be governed by the provisions of Chapter 40 Section 4A of the Massachusetts General Laws.

#### Indemnity

Members of the SERSG Board (including ex officio members) and any employees of SERSG shall be defended, indemnified and held harmless by SERSG and the Local Governments in the manner and to the extent provided in Chapter 40 Section 4A of the Massachusetts General Laws from any and all claims, demands, suits or the like arising out of or related to their activities on behalf of or relating to SERSG unless and except a final judgment shall have determined that such indemnified person acted wantonly, willfully or with gross negligence.

#### Transitional Rule

The cities and towns listed on Schedule A shall be and remain voting members of SERSG for a period of twenty-four months from the Effective Date so long as such Local Governments pay when due their Annual Assessments. Thereafter, if any Local Government shall not have executed and delivered a counter part of the SERSG Inter-Municipal Agreement or an Amendment thereto, the Local Government shall become an Associate Member. An Associate Member so long as it pays its Annual Assessment, shall be entitled to receive SERSG services but shall not have a seat on the SERSG Board of Directors and shall not be entitled to membership on the Executive Council.

Amendments

This Agreement may be modified in minor respects (a “Minor Amendment”) only by the unanimous vote of the SERSG Directors, provided however, that no such amendment shall increase the financial obligation or liability or diminish the rights of any Local Government hereunder. Any proposed amendment which would increase the financial obligation of liability or diminish the rights of any Local Government shall be considered a Major Amendment which must be approved by each Local Government in accordance with the provision so Section 4A of Chapter 40 of the Massachusetts General Laws.

In Witness whereof, the Local Governments have executed in the space set out beside their names on Schedule A attached hereto and delivered counterpart originals of this Agreement effective as of the day first above written. See Schedule A attached hereto and incorporated herein by reference.

Southeastern Regional Services Group  
Inter-Municipal Agreement Signature page - Schedule A

Town of \_\_\_\_\_

\_\_\_\_\_

|                                     |             |
|-------------------------------------|-------------|
| Chair Board of Selectmen, Signature | Date Signed |
|-------------------------------------|-------------|

— \_\_\_\_\_  
Selectman’s Signature

— \_\_\_\_\_  
Selectman’s Signature

— \_\_\_\_\_  
Selectman’s Signature

— \_\_\_\_\_  
Selectman’s Signature

**BY-LAWS OF THE  
SERSG SERVICE CORP.**

**ARTICLE 1- MEMBERS AND MEETINGS**

1.1 QUALIFICATION. To be qualified as a member, a person must be a Director of the Southeastern Regional Services Group ("SERSG") as provided in that Inter-Municipal Agreement dated as of July 1, 1996 creating SERSG pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws.

1.2 TENURE. A person shall be a member only for such time as he or she shall be a Director of SERSG.

1.2 NUMBER OF MEMBERS. There shall be a member for each city or town which has now or may hereafter execute and deliver a counterpart original of the Inter-Municipal Agreement referred to in Article 1.1 above. A list of current members is attached hereto as Exhibit A. The clerk shall maintain an accurate list of members.

1.4 PLACE OF MEETINGS. All meetings of members shall be held within the Commonwealth of Massachusetts unless the Article of Organization permit the holding of member meetings outside Massachusetts, in which event such meetings may be held either within or without Massachusetts. Meetings of members shall be held at the principal office of the corporation unless a different place is fixed by the board of Directors or the President and stated in the notice of the meeting.

1.5 ANNUAL MEETING. The annual meeting of members shall be held within six months after the end of each fiscal year of the corporation on a date to be fixed by the Board of Directors or the President (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and in such case all references in these By-Laws to the annual meeting of members shall be deemed to refer to such special meeting.

1.6 SPECIAL MEETINGS. Special meetings of members may be called by the President or by the Board of Directors. In addition, special meetings shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer or otherwise as provided by law.

1.7 NOTICE OF MEETINGS. A written notice of each meeting of members stating the place, date and hour thereof and the purposes for which the meeting is to be held, shall be given by the Clerk, Assistant Clerk or other person calling the meeting at least seven days before the meeting, to each member entitled to vote at the meeting and to each member who by law, by the Articles of Organization or by these By-Laws is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it postage prepaid and addressed to him at his address as it appears in the records of the corporation. Whenever any notice is required to be given to a member by law, by the Articles of Organization or by these By-Laws, no such notice need be given if a written waiver of notice, executed before or after the meeting by the member or his authorized attorney, is filed with the records of the meeting.

1.8 QUORUM. Unless the Articles of Organization otherwise provide, a majority of members shall constitute a quorum with respect to that matter.

1.9 ADJOURNMENTS. Except as provided in Section 1.6 hereof, any meeting of members may be adjourned to any other time and to any other place at which a meeting of members may be held under these By-Laws by the members present or represented at the meeting, although less than a quorum, or by any officer entitled to preside or to act as clerk of such meeting, if no member is present. It shall not be necessary to notify any member of any adjournment. Any business which could have been transacted at any meeting of the members as originally called may be transacted at any adjournment of the meeting.

1.10 VOTING AND PROXIES. Each member shall have one vote. Members may vote either in person or by written proxy dated not more than six months before the meeting named in the proxy. Proxies shall be filed with the clerk of the meeting, or of any adjourned meeting, before being voted. Except as otherwise limited by their terms, a proxy shall entitle the persons named in the proxy to vote at any adjournment of such meeting, but shall not be valid after final adjournment of such meeting. A proxy purported to be executed by or on behalf of a member shall be deemed valid unless challenged at or prior to its exercise.

1.11 ACTION AT MEETING. When a quorum is present at any meeting, the votes cast on a matter shall decide any matter to be voted on by the members except when a different vote is required by law, the Articles of Organization or these By-Laws. When a quorum is present at any meeting, any election by members shall be determined by a plurality of the votes cast on the election. No ballot shall be required for such election unless requested by a member present or represented at the meeting and entitled to vote in the election.

1.12 ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if all members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of members. Each such consent shall be treated for all purposes as a vote at a meeting.

## **ARTICLE 2- DIRECTORS**

2.1 POWERS. The business of the corporation shall be managed by a Board of Directors who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 NUMBER, ELECTION AND QUALIFICATION. The number of Directors which shall constitute the whole board of Directors shall be determined by vote of the members or the Board of Directors, but shall consist of not less than three Directors (except that whenever there shall be only two members, the number of Directors shall be not less than two and whenever there shall be only one member, there shall be at least one Director). The number of Directors may be decreased at any time and from time to time either by the members or by a majority of the Directors then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal or expiration of the term of one or more Directors. The Directors shall be elected at the annual meeting of members by such members as have the right to vote on such election. No Director need be a member of the corporation.

2.3 ENLARGEMENT OF THE BOARD. The number of Directors may be increased at any time and from time to time by the members or by a majority of the Directors then in office.

2.4 TENURE. Each Director shall hold office until the next annual meeting of members and until his successor is elected and qualified, or until his earlier death, resignation or removal.

2.5 VACANCIES. Unless and until filled by the members, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors present at any meeting of Directors at which a quorum is present. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is chosen and qualified or until his earlier death, resignation or removal.

2.6 RESIGNATION. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.7 REMOVAL. A Director may be removed from office with or without cause by vote of a majority of members entitled to vote in the election of Directors. In addition, a Director may be removed from office for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

2.8 REGULAR MEETINGS. Regular meetings of the Directors may be held without call or notice at such places, within or without Massachusetts, and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Directors may be held without a call or notice immediately after and at the same place as the annual meeting of members.

2.9 SPECIAL MEETINGS. Special meetings of the Directors may be held at any time and place, within or without Massachusetts, designated in a call by the Chairman of the Board, President, treasurer, two or more Directors or by one Director in the event that there is only a single Director in office.

2.10 MEETINGS BY TELEPHONE CONFERENCE CALLS. Directors or members of any committee designated by the Directors may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

2.11 NOTICE OF SPECIAL MEETINGS. Notice of any special meeting of the Directors shall be given to each Director by the Secretary or Clerk or by the officer or one of the

Directors calling the meeting. Notice shall be duly given to each Director (i) by notice given to such Director in person or by telephone at least 48 hours in advance of the meeting, (ii) by sending a telegram or telex, or by delivering written notice by hand to his last known business or home address at least 48 hours in advance of the meeting, or (iii) by mailing written notice to his last known business or home address at least 72 hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior to the meeting or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting. If notice is given in person or by telephone, an affidavit of the Secretary, Clerk, officer or Director who gives such notice that the notice has been duly given shall, in the absence of fraud, be conclusive evidence that such notice was duly given.

2.12 QUORUM. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time without further notice.

2.13 ACTION AT MEETING. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, by the Articles of Organization or by these By-Laws.

2.14 ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the Directors' meetings. Each such consent shall be treated for all purposes as a vote at a meeting.

2.15 COMMITTEES. The Board of Directors may, by vote of a majority of the Directors then in office, elect from their number an executive committee or other committees and may by like vote delegate to committees so elected some or all of their powers to the extent permitted by law. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided by these By-Laws for the Directors. The Board of Directors shall have the power at any time to fill vacancies in any such committee, to change its membership or to discharge the committee.

2.16 COMPENSATION OF DIRECTORS. Directors may not be paid compensation for their services as Directors but may be reimbursed for reasonable out-of-pocket expenses incurred in performing their duties such reimbursement as the Board of Directors may from time to time determine. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

### ARTICLE 3- OFFICERS

3.1 ENUMERATION. The officers of the corporation shall consist of a President, a Treasurer, a Clerk and such other officers with such other titles as the Board of Directors may determine, including but not limited to, a Chairman of the Board, a Vice Chairman of the Board, a Secretary and one or more Vice Presidents, Assistant Treasurers, Assistant Clerks and Assistant Secretaries.

3.2 ELECTION. The President, Treasurer and Clerk shall be elected annually by the Board of Directors at their first meeting following the annual meeting of members. Other officers may be chosen or appointed by the Board of Directors at such meeting or at any other meeting.

3.3 QUALIFICATION. The President need not be a Director or member. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

3.4 TENURE. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Clerk shall hold office until the first meeting of the Directors following the next annual meeting of members and until their respective successors are chosen and qualified; and all other officers shall hold office until the first meeting of the Directors following the annual meeting of members, unless a different term is specified in the vote choosing or appointing them, or until his earlier death, resignation or removal.

3.5 RESIGNATION AND REMOVAL. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President, Clerk or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any officer may be removed at any time, with or without cause, by vote of a majority of the entire number of Directors then in office. An officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon.

Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the corporation.

3.6 VACANCIES. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Clerk. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is chosen and qualified, or until he sooner dies, resigns or is removed.

### 3.7 CHAIRMAN OF THE BOARD AND VICE CHAIRMAN OF THE BOARD.

The Board of Directors may appoint a Chairman of the Board and may designate him as Chief Executive Officer. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. If the Board of Directors appoints a Vice-Chairman of the Board, he shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him by the Board of Directors.

3.8 PRESIDENT. The President shall, subject to the direction of the Board of Directors, have general charge and supervision for the business of the corporation. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the members and, if he is a Director, at all meetings of the Board of Directors. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The President shall perform such other duties and shall possess such other powers as the Board of Directors may from time to time prescribe.

3.9 VICE PRESIDENTS. Any Vice president shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President, and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

**3.10 TREASURER AND ASSISTANT TREASURERS.** The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these By-Laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

**3.11 CLERK AND ASSISTANT CLERKS.** The Clerk shall perform such duties and shall possess such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Clerk shall perform such duties and have such powers as are incident to the office of the clerk, including without limitation the duty and power to give notices of all meetings of members and special meetings of the Board of Directors, to attend all meetings of members and the Board of Directors and keep a record of the proceedings, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Clerk shall perform such duties and possess such powers as the Board of Directors, the President or the Clerk may from time to time prescribe. In the event of the absence, inability or refusal to act of the Clerk, the Assistant Clerk (or if there shall be more than one, the Assistant Clerks in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Clerk.

In the absence of the Clerk or any Assistant Clerk at any meeting of members or Directors, the person presiding at the meeting shall designate a temporary clerk to keep a record of the meeting.

**3.12 SECRETARY AND ASSISTANT SECRETARIES.** If a Secretary is appointed, he shall attend all meetings of the Board of Directors and shall keep a record of the meetings of the Directors. He shall, when required, notify the Directors of their meetings, and shall possess such other powers and shall perform such other duties as the Board of Directors or the President may from time to time prescribe.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

3.13 SALARIES. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

#### **ARTICLE 4- MISCELLANEOUS PROVISIONS**

4.1 FISCAL YEAR. Except as otherwise set forth in the Articles of Organization or as otherwise determined from time to time by the Board of Directors, the fiscal year of the corporation shall in each year end on June 30.

4.2 SEAL. The seal of the corporation shall, subject to alteration by the Directors, bear its name, the word "Massachusetts" and the year of its incorporation.

4.3 CORPORATE RECORDS. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and members and Directors shall be kept in Massachusetts at the principal office of the corporation. They shall be available at all reasonable times for the inspection of any member or Director for any proper purpose, but not to secure a list of members for the purpose of selling the list or copies of the list or of using the list for a purpose other than relative to the affairs of the corporation.

4.4 EVIDENCE OF AUTHORITY. A certificate by the Clerk or Secretary, or an Assistant Clerk or Assistant Secretary, or a temporary Clerk or temporary Secretary, as to any action taken by the members, Directors, any committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

4.5 ARTICLES OF ORGANIZATION. All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

4.6 SEVERABILITY. Any determination that any provision of these By-Laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-Laws.

4.7 PRONOUNS. All pronouns used in these By-Laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

#### **ARTICLE 5- AMENDMENTS**

These By-Laws may be amended by vote of a majority of the members entitled to vote at any annual or special meeting of members if notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors, by a majority of their number then in office, may also make, amend or repeal these By-Laws, in whole or in part, except with respect to (a) the provisions of these By-Laws governing (i) the removal of Directors and (ii) the amendment of these By-Laws and (b) any provision of these By-Laws which by law, the Articles of Organization or these By-Laws requires action by the members.

Not later than the time of giving notice of the meeting of members next following the making, amending or repealing by the Directors of any By-Law, notice stating the substance of such change shall be given to all members entitled to vote on amending the By-Laws.

Any By-Law adopted by the Directors may be amended or repealed by the members entitled to vote on amending the By-Laws.

## **EXHIBIT A**

### **LIST OF CURRENT SERSG MEMBERS**

**Executive Secretary Gregory J. Doyon, Town of Abington**

**Selectman Emilie O'Loughlin, Town of Avon**

**Municipal Administrator David Canepa, Town of Bridgewater**

**Purchasing Agent Michael Morris, City of Brockton**

**Executive Secretary William Freil, Town of Canton**

**Executive Secretary John Clifford, Town of East Bridgewater**

**Town Administrator Kevin Paicos, Town of Easton**

**Town Administrator Andrew Gala, Town of Foxborough**

**Town Manager William Williams, Town of Mansfield**

**Town Administrator Greg Balukonis, Town of Norfolk**

**Town Manager Walter Lindberg, Town of Norton**

**Town Administrator Joseph Fernandes, Town of Plainville**

**Executive Secretary Randall Buckner, Town of Raynham**

**Town Administrator Benjamin Puritz, Town of Sharon**

**Assistant Town Manager Jeanne Fleming, Town of Stoughton**

**Mayoral Assistant Gill E. Enos, City of Taunton**

**Administrative Assistant Elizabeth Faricy, Town of West Bridgewater**

**Town Administrator Frank Maher, Town of Wrentham**

## SERVICES AND SUPPORT AGREEMENT

This Agreement made and entered into as of this third day of March, 1997 by and between the Southeastern Regional Services Group (SERSG"), a consortium established pursuant to a certain Inter-Municipal Agreement dated as of July 1, 1996 (the "SERSG Agreement") and SERSG Service Corp ("SSC") a Massachusetts corporation formed pursuant to the provisions of Chapter 180 of the General Laws.

The following sets forth the background of this Agreement:

- A. A number of cities and towns in Southeastern Massachusetts have determined to solve certain common problems and provide services through joint activity. Accordingly, they have entered into an Inter-Municipal Agreement and formed SERSG pursuant to the provisions of Section 4A of Chapter 40 of the General Laws. SERSG is governed by a Board of Directors (the "SERSG Board").
- B. SERSG has undertaken sufficient activities so that it needs dedicated staff, bank accounts, the ability to apply for and administer grants, etc..
- C. The SERSG Board has determined that these activities could be accomplished most appropriately by causing to be created a charitable service corporation and has caused to be formed SSC.
- D. SERSG now proposes to enter into this SERVICE AND SUPPORT AGREEMENT ("The Agreement") to establish the duties and responsibilities of SSC and the relationship of SSC and SERSG.

ACCORDINGLY, SERSG and SSC hereby agree as follows:

1. Appointment of SSC. SERSG hereby appoints SSC as the day-to-day manager of the affairs of SERSG on the terms and conditions contained herein and subject always to the policy direction of the SERSG Board and Committees of the Board.
2. Services of SSC. SSC shall diligently perform its duties and responsibilities hereunder and shall devote all of its energies and cause its employees to devote all of their energies during business hours to the performance of SSC's duties hereunder.

2.1 Duties. Without limiting the duties and obligations of SSC under any provision of this Agreement, SSC, subject to the SERG Agreement and the policy direction of the SERSG Board, shall manage SERSG's day- to- day affairs and shall make, implement, or supervise the implementation of all decisions regarding SERSG's affairs in furtherance of SERSG's objectives and the policy directions of the SERSG Board.

2.2 Without limiting the generality of Section 2.1, SSC shall have the exclusive authority, subject to the terms and limitations of the SERSG Agreement, to exercise the following powers on behalf of SERSG:

(a) to establish and maintain for SERSG one or more bank accounts standing either in the name of SERSG or SSC and to collect and deposit into any such account or accounts, any money on behalf of SERSG; and SSC shall from time- to-time render appropriate accountings of such collections and payments to SERSG.

(b) to collect on behalf of SERSG and deposit in the account(s) described above, the annual assessments from SERSG members, the proceeds of any grants, gifts or other forms of financial assistance, or any other amounts owing to SERSG

(c) to make application, either in its own name or in SERSG's for any grants, gifts, or other forms of assistance financial or otherwise, which may be available from public or private sources to support SERSG affairs and to further initiatives approved by the SERSG Board.

(d) to enter into contracts or other agreements either in its name or in SERSG's with any public or private person or entity in furtherance of the conduct of SERSG's affairs and approved initiatives; provided however, that no such contract or agreement shall cause a SERSG Member to be subject to liability greater than that set forth in paragraph 8 of the SERSG Agreement.

(e) to acquire by purchase, lease, exchange or otherwise real or personal property either directly or through intermediaries;

(f) to manage the real and personal property of SERSG;

(g) to sell, exchange or grant an option for the sale of all or any portion of the real and personal property of SERSG;

(h) to let or lease all or any portion of any property of SERSG for any purpose and without limit as to the term thereof, and whether or not the portion so leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others;

(i) to assure that SERSG's interest in any assets is duly insured against loss or damage by fire with extended coverage and against such other insurable hazards and risks, including general public liability, as is customary and appropriate in the circumstances;

2.3 In exercising the powers set forth in Section 2.1 and 2.2 above, SSC may conduct business with any public or private person or entity including any Federal, State or local government or instrumentality, any foundation or endowment, consultants, accountants, technical advisers, engineers, attorneys, brokers, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers, insurance agents, banks, lessees of SERSG's properties, property managers, leasing agents, and persons acting in any other capacity deemed by SSC to be necessary or desirable in furtherance of SERSG's affairs and, at the expense of SERSG, enter into appropriate contracts with, or employ, or procure services performed or to be performed by, any such parties in connection with the activities of SERSG. Notwithstanding the foregoing, SSC shall select and employ any and all accountants and attorneys only with approval of the SERSG Board to act for SERSG or SSC. SSC agrees to cooperate with such accountants and attorneys in the performance of their respective duties.

2.4 SSC shall do any and all of the matters set forth in Sections 2.1, 2.2 and 2.3 upon such terms as SSC in its sole discretion deems proper in good faith; and SSC shall execute, acknowledge and deliver any and all instruments on behalf of SERSG to effectuate any of the foregoing.

2.5 SSC shall maintain proper records and books of SERSG's activities reflecting all transactions and other matters relative to the management of SERSG's affairs and assets, and shall make such books and records available for inspection and copying by SERSG or any member thereof during normal business hours. SSC shall not destroy or otherwise dispose of such books and records for a period of six (6) years from the date of the transaction to which they related.

2.6 SSC shall implement the policy objectives of SERSG and any other directives of the SERSG Board in accordance with the SERSG Agreement.

2.7 To perform its duties under the Agreement, SSC at all times shall utilize trained personnel. It is understood and agreed that the officers, directors and employees of SSC may serve as officers and directors of SERSG and that one employee of SSC acceptable to the SERSG Board shall be designated to fill the position of SERSG Regional Administrator with the duties and responsibilities described in the SERSG Agreement.

2.8 SSC shall perform, or engage such persons or entities as it deems appropriate to perform, custodial functions for recording income and expenses of SERSG, payment of expenses, fees and taxes and safekeeping of cash and short-term securities of SERSG and maintaining records and documents.

2.9 SSC may establish and maintain for SERSG one or more bank accounts either in SERSG's or SSC's name and may collect and deposit into any such account or accounts, and disburse from any such account or accounts, any money on behalf of SERSG and SSC and shall from time to time render appropriate accountings of such collection and payments to the SERSG Board and to the auditors thereof.

2.10 SSC shall provide such other advice and services and perform or supervise such functions as may be pertinent to and consistent with the policy objectives and strategies of SERSG.

2.11 SSC shall not, and shall not cause the SERSG Board to violate any provision of the SERSG Agreement or of any applicable provision of law or cause any SERSG member to become subject to greater liability than that set forth in paragraph 10 of the SERSG Agreement.

### 3. Extent of SSC's Liability

3.1 SSC shall devote to SERSG as much time as is reasonably needed to perform the duties set forth in this Agreement. SSC shall not engage in any business or activity other than the performance of this Agreement or matters related thereto.

3.2 Neither SSC nor any director, officer or employee of SSC shall be liable to SERSG or any member thereof for any loss, liability, damage or injury arising out of or in connection with the performance by SERSG of its obligations under this Agreement (including any action taken or omitted in accordance with the powers and limitations set forth in Section 2 hereof), except that SSC and any director, officer, or employee of SSC shall be liable (1) for any losses of SERSG (a) arising out of a breach of or failure by SSC to perform a responsibility or obligation under ERISA, or (b) from negligence, willful malfeasance or a fraudulent action or omission on the part of SSC or any director, officer or employee of SSC or (2) in respect of any liability that may not be waived under the federal securities laws, ERISA or other applicable laws.

3.3 SSC shall not be liable for any action or inaction of any consultant, engineer, investment advisory service, attorney, property manager, accountant, bookkeeper or other agent, except that SSC shall be liable (1) if SSC acted in bad faith, was grossly negligent or acted with willful misconduct, in the selection or retention of such person, or (2) for any losses of SERSG arising out of a breach of or failure by SSC to perform a responsibility or obligation under ERISA.

3.4 SERSG shall defend, indemnify and hold harmless SSC and each director, officer and employee of SSC from and against any claim or loss alleged or suffered or sustained by it by reason of any act, omission, or alleged act or omission arising out of its activities on behalf of SERSG, including without limitation, any judgment, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action or proceeding, except that SSC shall not be indemnified for any loss or expense (1) resulting from a breach or failure by SSC to perform a responsibility or obligation under ERISA, (2) arising from its gross negligence or willful malfeasance or a fraudulent action or omission on the part of SSC, (3) arising from a "default" as hereafter defined by SSC hereunder or (4) as to which indemnification is barred under the federal securities laws, ERISA or other applicable law.

4. Costs and expenses to be Borne by SSC

This Agreement contemplates a total "pass-through" of SSC revenue, costs, and expenses to SERSG. SSC will have neither profit or loss, net income or net expense, and all costs incurred by SSC, so long as within the scope of this Agreement, shall be borne by SERSG.

5. Costs and Expenses to be Borne by SERSG

5.1 SERSG, subject to the Budget referred to in Section 7 hereof, shall be obligated to pay the following costs and expenses incurred by SSC in rendering the services provided for herein:

- (a) expenses relating to SSC's status and qualification as a corporation;
- (b) employment expenses, including but not limited to salaries, wages, payroll taxes, costs of employee benefit plans and temporary help expenses, of (i) the clerical staff and bookkeeping and other personnel required to provide effective administration of SERSG and (ii) the officers, directors and employees of SSC;
- (c) travel and out-of-pocket expenses (including professional development expenses) of SSC officers and employees incidental to the operation of SERSG;

(d) fees and expenses for custodial services for the safekeeping of SERSG's or SSC's cash, securities and other property and for short-term money management;

(e) costs of performing the internal record-keeping and daily accounting functions of SERSG;

(f) rent, utilities, other office expenses, including computer costs and overhead for SSC;

(g) audit and accounting fees of independent certified public accountants for special and annual audits;

(h) any real and personal property taxes and assessments, securities issuance and transfer taxes, and other taxes, fees and assessments payable by SERSG to Federal, state or other governmental agencies (it is not anticipated that there will be any such taxes);

(i) fees and expenses paid to independent contractors, attorneys, engineers and special consultants, property managers, insurance brokers and other agents engaged by SSC in connection with the affairs of SERSG;

(j) all costs and expenses in connection with the acquisition, disposition, operation, improvement, maintenance, repair, leasing and ownership of SERSG's assets;

(k) insurance as is reasonably required, convenient or beneficial, in connection with the activities of SERSG;

(l) except as set forth in Section 4 hereof, any other expenses incurred in the activities of SERSG whether like or unlike the foregoing.

## 6. Termination

6.1 This Agreement shall continue in effect from year-to-year until the termination of SERSG, unless terminated by SERSG on 30 days' written notice to SSC, without penalty or any other payment except for payment of any accrued expenses of SSC, properly the obligation of SERSG under Section 5 hereof.

6.2 At the option solely of SERSG, this Agreement shall terminate immediately upon written notice thereof given by SERSG to SSC if any of the following events shall happen:

(i) If SSC shall violate any provision of this Agreement and, after notice of such violation, shall not cure such default within 30 days (herein a "Default");

(ii) If (a) SSC shall be adjudged a bankrupt or insolvent by a court of competent jurisdiction, or (b) an order shall be made by a court of competent jurisdiction (I) for the appointment of a receiver, liquidator or trustee of SSC or of all or substantially all of its property by reason of the foregoing, or (II) approving any petition filed against SSC for its reorganization; and such adjudication or order shall remain in force or unstayed for a period of 30 days; or

(iii) If SSC shall (a) institute proceedings for voluntary bankruptcy, (b) file a petition seeking reorganization under the federal bankruptcy laws, or for relief under any law for the relief of debtors, (c) consent to the appointment of a receiver of itself or of all or substantially all of its property, (d) make a general assignment for the benefit of its creditors or (e) admit in writing its inability to pay its debts generally as they become due.

SSC agrees that if any of the events specified in subsections 6.2(ii) or 6.2(iii) of this Section shall happen, it will give written notice thereof to SERSG within seven days after the happening of such event.

6.3 SSC, upon termination, shall forthwith upon such termination:

(i) Pay over to SERSG all money collected and held for the account of SERSG pursuant to this Agreement, after deducting any reimbursement for its expenses to which it is then entitled hereunder;

(ii) Deliver to SERSG a full accounting, including a statement showing all payments collected by it and all money held by it, covering the period following the date of the last accounting furnished to SERSG; and

(iii) Deliver to SERSG all property and documents of SERSG then in the custody of SSC.

## 7. Annual Budget and Plan.

Within 30 days of the end of each calendar year, SSC shall cause to be prepared an annual budget and plan for SERSG's activities for the coming fiscal year. The budget shall set out in detail the proposed expenditures for the coming fiscal year. Included within the SERSG Budget will be a detailed budget for SSC which shall list all categories of expenditures including details of all proposed expenditures for personnel salaries and benefits. The Budget shall be accompanied by calculations used to determine a proposed annual assessment for each member community. The plan shall detail activities and

initiatives then foreseen as likely to be undertaken by SERSG in the coming fiscal year. (It being understood that the essence of SERSG is its ability to react swiftly and flexibly to member community requests and changing circumstances.) The budget and plan and proposed assessment shall be reviewed by the SERSG Board and when finally approved shall become the budget ("Budget") plan ("Plan") and assessment ("Assessment") which shall guide SERSG's and SSC's activities in the coming year. The Budget and Plan may be modified from time to time as the SERSG Board may determine.

#### 8. Execution and Performance of Documents.

Documents to which SERSG is a party may be executed and performed on behalf of SERSG by SSC. No person or entity, public or private, shall be required to inquire into the authority of SSC to execute or perform any document on behalf of SERSG and may rely conclusively on the representation of SSC that it is authorized to act on behalf of SERSG.

#### 9. Assignment

Neither SSC nor SERSG may assign this Agreement without the prior written consent of the other, which consent may be given or withheld in each party's sole discretion. This Agreement shall automatically terminate in the event of any attempted assignment. The parties acknowledge that this Agreement constitutes a personal services contract of the type contemplated by Section 365(c)(1) of the Federal Bankruptcy Act and, as such, may not be assumed or assigned by a trustee in bankruptcy.

#### 10. Governing Law

This Agreement shall be governed by the laws of The Commonwealth of Massachusetts.

#### 11. Insurance and Waiver of Subrogation

Each of SSC and SERSG agree that with respect to insurance which either of them may from time to time carry and which relates to liability for matters relating to SERSG's assets or to this Agreement, each shall, if possible and economically practical, cause the other to be named as an additional insured under all such policies. With respect to any policies in which either is not named as an additional insured, each hereby waives any and all claims and rights to recovery against the other or against the officers, employees, agents and representatives of the other on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured under any insurance policies which either may have in force at the

time of such loss or damage. If required by an insurer, each party shall, upon obtaining policies of insurance of the type enumerated above, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement and each shall cause such insurance policy to provide that the insurance company waives all rights of recovery by way of subrogation against another party hereto in connection with any liability covered by such policy.

12. No Oral Modifications; Waiver

This Agreement constitutes the entire Agreement between the parties hereto and may not be modified or amended unless such modification or amendment has been approved in writing by SSC and SERSG. No provisions or conditions of this Agreement may be waived other than by a writing signed by the party waiving such provision or condition

13. Notice

13.1 (a) Any notice provided for by this Agreement and any other notice or communication which any party may wish to send to another shall be in writing either delivered in hand or sent by registered or certified mail, return receipt requested, in a properly sealed envelope, postage prepaid, and addressed to the party for which such notice or communication is intended at such party's address as set forth below:

SERSG: Southeastern Regional Services Group  
Attn: Regional Administrator  
c/o Easton Town Hall  
136 Elm Street  
Easton, MA 02356

SSC: SERSG Service Corp.  
Attn: President  
c/o Easton Town Hall  
136 Elm Street  
Easton, MA 02356

With a Copy to: SSC Chairman

(b) The address or name of either party specified above may be changed by a notice given by such party to the other party in accordance with Section 13.1(a).

13.2 Any notice, demand or other communication shall be deemed given and effective as of the date delivered in hand or the date of receipt set forth on the return receipt. The inability to deliver because of changed address of which no notice or any communication was given, rejection or any refusal to accept any notice or communication shall be deemed to be the receipt of the notice, demand or communication as of the date of such inability to deliver, rejection or refusal to accept.

14. Severability

If any term, covenant, condition or provision of this Agreement shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement or the application thereof to any circumstances or to any party other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

15. Article Headings

Article headings are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof and shall not be considered in interpreting or construing this Agreement.

16. Successors and Assigns

Subject to Article 9 of this Agreement, this Agreement shall be binding upon and inure to the benefit of SSC and SERSG and their respective successors and permitted assigns.

17. Number and Gender

All provisions and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identify of the person or persons may require.

18. Limitation of Liability

SSC agrees for itself and on behalf of its directors, officers and employees that except for the benefit of the indemnity contained in Section 15 of the SERSG Agreement, to which SERSG hereby warrants and represents SSC and each of its directors, officers and employees are entitled to the benefit, each shall look solely to SERSG and the assets of SERSG for satisfaction of SERSG's obligations hereunder.