

TOWN OF TEMPLETON & HUBBARDSTON
INTERMUNICIPAL AGREEMENT
ANIMAL CONTROL SERVICES

This Intermunicipal Agreement, made and entered into this 1st day of February, 2008, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Town of Templeton, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as “Templeton”, and the Town of Hubbardston, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting through its Board of Selectmen, hereinafter referred to as “Hubbardston.”

W I T N E S S E T H

WHEREAS, Templeton and Hubbardston have determined that they share a need for animal control services; and

WHEREAS, Templeton and Hubbardston have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources, facilities, and operating costs; and

WHEREAS, the voters at Town Meeting in each Town authorized the Boards of Selectmen of each Town to enter into this agreement in accordance with the provisions of G.L. c. 40, Section 4A.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. The Templeton Town Coordinator and the Hubbardston Town Administrator will be the Town's respective representatives to oversee the cooperative arrangement. The approval of each Town's Board of Selectmen will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws and regulations that animal control officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
3. The shared Animal Control Officer and Assistant Animal Control Officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of the Town in which animal control services are being provided. The shared Animal Control Officer and the Assistant Animal Control Officer will be employees of the Town of Templeton for purposes of benefits.
4. Each community will be responsible for payment of legal services for court appearances by a cooperating animal control officer for enforcement actions taken in its own community. All immunities from liability enjoyed by the sending

community within its boundaries shall extend to its participation in rendering animal control services under this Agreement outside its boundaries.

5. Each party to this Agreement shall waive any and all claims against the other party hereto, which may arise out of their activities outside of their respective jurisdictions while rendering or receiving services under this Agreement.

6. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to animal control services provided pursuant to this Agreement, the receiving community shall be liable for and shall indemnify, defend, and hold the other community harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, including those arising from the handling and care of any animals from the receiving community.

7. Animal Control Officers injured or killed while performing duties for a receiving community or returning to the sending community following a request for services under this Agreement shall be deemed to be on active duty for the receiving community and within the scope of their employment for all purposes. Animal Control Officers shall be covered by each community's Worker's Compensation insurance while performing duties in that town.

8. Cost sharing. Hubbardston shall for the first year that this Agreement is in effect pay the Town of Templeton 25% of the approved Animal Control Budget subject to appropriation by Town Meeting in each Town, which will provide for the cost of wages, maintenance of the Animal Shelter and Animal

Control operations, to include but not be limited to utilities, general maintenance of the shelter, food for the animals, vehicle maintenance, uniforms and equipment for the Animal Control Officer, and a share of the health and other insurance premiums paid by Templeton for the Animal Control Officer. In succeeding years, Hubbardston shall pay to Templeton a share of the annual approved Animal Control Budget, subject to annual appropriation by Town Meeting in each Town, equivalent to 25% of that budget or an amount corresponding to the percentage of animal control calls attributable to Hubbardston, whichever is greater. Should the budget amount be increased by agreement of the parties hereto, any deficiencies in the annual payment shall be included in the next year's payment in accordance with the cost-sharing formula established herein.

The budget shall be developed by Templeton and shall be provided to Hubbardston annually on or before March 1, for review and approval by the Hubbardston Board of Selectmen. Hubbardston shall be responsible for payment of its share of the budget on a quarterly basis, said payments to be made on July 1, October 1, January 1, and April 1 of the then-current fiscal year.

Should the budget, as submitted by Templeton to Hubbardston, provide for the purchase of a new vehicle, Hubbardston shall be responsible for twenty-five percent (25%) of the cost of such vehicle, such percentage cost to be paid in equal installments together with Hubbardston's quarterly payments as specified herein. In the event that Hubbardston withdraws from this Agreement in accordance with the provisions of Paragraph 9, Hubbardston shall be reimbursed twenty-five

percent of the then current NADA Blue Book value for that vehicle as of the date of the notice of withdrawal, said reimbursement to be applied in equal installments as a reduction in the monthly payments owed by Hubbardston to Templeton. Hubbardston shall, however, remain responsible for payment of its share of the cost of purchase of the vehicle until termination of this Agreement.

9. The effective date of this Agreement shall be February 1, 2008. This Agreement shall remain in effect for five (5) years from the effective date, or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year.

10. This Agreement contains the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Agreement.

11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

12. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

In witness thereof the parties hereto have executed this Agreement as of the first date written above.

For the Town of Templeton
Board of Selectmen

For the Town of Hubbardston
Board of Selectmen

