

**TOWN OF HUBBARDSTON AND CITY OF GARDNER MUNICIPAL AGREEMENT  
ANIMAL CONTROL SERVICES**

This Intermunicipal Agreement, made and entered into this 19 day of July 2017, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Hubbardston of Hubbardston, 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 "Hubbardston" and the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner" (collectively referred to as the "Municipalities").

WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for animal control services; and

WHEREAS, the Municipalities have determined that the sharing of the benefits and costs of those services would be beneficial to each Municipality, 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 Municipality relative to cost of shared human resources, facilities, and operating costs; and

WHEREAS, the voters at Hubbardston Meeting in Hubbardston authorized the Board of Selectmen and the Gardner City Council authorized the Mayor 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 Hubbardston Town Administrator and the Gardner Mayor will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Hubbardston's Board of Selectmen and the Gardner Mayor will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances 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.

9. Cost sharing.

A. During the term of this Agreement Hubbardston shall pay to Gardner a percentage of costs for each year of this Agreement in the following amounts:

Fiscal Year 2018: \$16,416

Fiscal Year 2019: \$16,826

Fiscal Year 2020: \$17,247

with said costs based upon an approved Animal Control Budget subject to appropriation by Town Meeting and appropriation by the Gardner City Council, 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 Officers, and a share of the health and other insurance premiums, including worker's compensation insurance, paid by Gardner for the Animal Control Personnel. Hubbardston shall pay their respective percentage of costs on an annual basis to Gardner for the purposes and in accordance with the terms as stated herein. 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.

B. A budget shall be developed by Gardner 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 costs as stated herein 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.

C. Should the budget, as submitted by Gardner to Hubbardston provide for the purchase of a new vehicle, Hubbardston shall be responsible to pay for a percentage, based upon each Municipality's population as determined by the most recent census, for the cost of such vehicle, such percentage cost to be paid in equal installments together with Hubbardston quarterly payments as specified herein. In the event that Hubbardston withdraws from this Agreement in accordance with the provisions of Paragraph 13, Hubbardston shall be reimbursed the percentage said Municipality contributed as calculated in accordance with the cost-sharing formula established herein 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 Gardner. Hubbardston shall, however, remain responsible for payment of its share of the cost of purchase of the vehicle until termination of this Agreement.

14. 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.

15. 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.

16. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the 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 City of Gardner**



Mark Hawke, Mayor

**For the Hubbardston Board of Selectmen**



Brian J. Bullock

Acting Town Administrator