

**TOWNS OF RUTLAND AND HUBBARDSTON  
MUNICIPAL AGREEMENT  
ADMINISTRATIVE SUPPORT TO THE BOARD OF ASSESSORS**

This Intermunicipal Agreement, made and entered into this first day of July, 2019, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Town of Rutland, 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 "Rutland," and the Town 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" (collectively referred to as the "Municipalities")

-WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for administrative assistant to the Board of Assessors; 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 and training; and

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

1. The Rutland and Hubbardston Town Administrators will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Rutland and Hubbardston Boards of Selectmen 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 veteran services 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 administrative assistant to the Boards of Assessors shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of Rutland and Hubbardston in which administrative support to the Board of Assessors are being provided.
4. Term. Hubbardston shall be the host community and responsible for the hiring and employee support necessary to sustain the position. The term of this Agreement is for three (3)

years commencing on July 1, 2019 and ending on June 30, 2022 unless 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. In the event that Rutland fails to pay any invoice to Hubbardston in a timely manner, or in the event Rutland fails to approve an Assessing budget that fully supports this shared position, as provided for herein and that is subject to appropriation Town Meeting, then Hubbardston may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Hubbardston may commence performing its services again.

5. Cost sharing.

During the term of this agreement, Rutland and Hubbardston will bear the costs of the assessing administrative assistant in relation to the number of service hours proposed for each community. Rutland will pay 66.66 percent of the total cost and Hubbardston will pay 33.34 percent of the total cost. This cost will be calculated annually, no later than March 1 prior to the start of a new fiscal year. Total costs include wages and benefits normally provided to a full-time Hubbardston employee as found in the Personnel Policies and Procedures dated June 2016 to include any further updates to this policy manual. Said costs based upon an approved Assessing budget subject to appropriation by Town Meeting, which will provide for the complete cost of employee wages, training and benefits. Any modification(s) to this cost-sharing must be agreed to in writing by each of the respective Boards of Selectmen and will take effect in the following fiscal year.

6. Services and Office Community Hours

Administrative support to the Board of Assessors shall be provided as outlined by the bylaws of Rutland and Hubbardston and the job description of an Assessing Assistant maintained by Hubbardston, incorporated herein by reference.

Each municipality shall provide office space and adequate support during designated office hours. Each municipality will allow the administrative assistant to the Board of Assessors and other eligible persons from each of the participating municipalities in this agreement during designated office hours to facilitate regional service delivery.

Weekly office hours shall be split as follows:

Rutland:	20 hours
Hubbardston:	10 hours

7. Dispute Resolution.

In the event any disputes or questions arise between the parties as to the interpretation of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in the contract, the parties shall take the following steps to resolve the dispute: (1) agree in good faith to attempt to settle the dispute through negotiation; (2) agree to try other dispute resolution procedures; and (3) proceed to litigation.

8. Reports.

Upon request of Rutland, Hubbardston shall, provide Rutland with reports on the services provided and annual reports of expenditures and revenues of all accounts necessary to provide a complete picture of the financial condition of the shared function.

9. Notice.

Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Town Administrators at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Town Administrator  
Town of Rutland  
Community Hall Annex  
246 Main Street  
Rutland, MA 01543

Town Administrator  
Town of Hubbardston  
7 Main Street  
Hubbardston, MA 01452

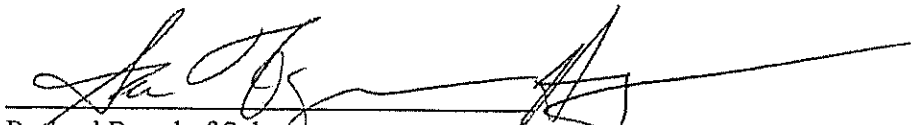
10. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions above. 11. This Agreement 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.

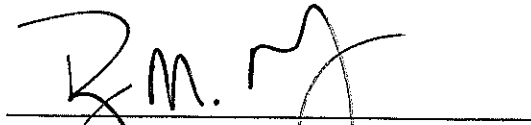
12. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

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

**For the Rutland Board of Selectmen**

  
Rutland Board of Selectmen

**For the Hubbardston Board of Selectmen**

  
Hubbardston Board of Selectmen