

**TOWNS OF WESTMINSTER AND HUBBARDSTON
INTERMUNICIPAL AGREEMENT
VETERAN SERVICES**

This Intermunicipal Agreement, made and entered into this ¹³ day of February 2021, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the town of Hubbardston, municipal corporations within the County of Worcester and Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as “Hubbardston” and the town of Westminster, 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 “Westminster” (collectively referred to as the “Municipalities”).

-WITNESSETH-

WHEREAS, the Municipalities have determined that they share a need for veteran 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 liabilities of the parties with respect to these services, 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 Hubbardston and Westminster Town Administrators will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Westminster and Hubbardston Boards of Selectmen will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, bylaws, 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 veteran services officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the bylaws of Hubbardston and Westminster in which veteran services are being provided.
4. Term. The term of this Agreement is for three (3) years, three months commencing on July 1, 2021 and ending on June 30, 2024 unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) day 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 Hubbardston fails to pay any invoice to Westminster in a timely manner, or in the event Hubbardston fails to approve a veteran services budget, as provided for herein and that is subject to appropriation at Town Meeting, then Westminster 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, Westminster may commence performing its services again.

5. Cost Sharing. During the term of this agreement, Hubbardston will contribute to the costs of the Veteran's Services Officer according to the following fee schedule:
 - i. Fiscal Year 2022: \$8,000
 - ii. Fiscal Year 2023: \$8,000
 - iii. Fiscal Year 2024: \$8,000

Any modification(s) to this schedule must be agreed to in writing by each of the respective Town Select Boards and will take effect in the following fiscal year.

6. Services and Office Community Hours. Veteran services to be provided as part of the intermunicipal agreement are outlined in Massachusetts General Law Chapter 115, the bylaws of Hubbardston and Westminster and the job description of a Veteran Services Officer maintained by Westminster, incorporated herein by reference.

Westminster, as the host municipality, shall provide space office space and adequate support during the designated office hours. Each municipality will allow the Veteran Services Officer to assist veterans 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 will be split as follows:

Hubbardston: 4 Hours

Westminster: 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 Hubbardston, Westminster shall, provide Hubbardston 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 address 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 Hubbardston
32 Main Street
Hubbardston, MA 01452

Town Administrator
Town of Westminster
11 South Street
Westminster, MA 01473

- 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.

DocuSigned by:

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Westminster Board of Selectmen, Chair

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Hubbardston Board of Selectmen, Chair