

TOWN OF HARDWICK, BARRE, HUBBARDSTON, NEW BRAINTREE,
AND OAKHAM
INTER-MUNICIPAL CONTRACT AGREEMENT
FOR A SHARED ECONOMIC DEVELOPMENT COORDINATOR

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A by and between the Towns of Hardwick, Barre, Hubbardston, New Braintree, and Oakham .

WITNESSETH

WHEREAS, Hardwick, Barre, Hubbardston, New Braintree, and Oakham have determined that they share a need for Economic Development Services; and

WHEREAS, Hardwick, Barre, Hubbardston, New Braintree, and Oakham have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, Hardwick, Barre, Hubbardston, New Braintree, and Oakham desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to Economic Development 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.

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

I. PURPOSE AND TERM

- a. The Boards of Selectmen from each town will appoint a Representative and Alternate to the Quabbin Economic Development Committee oversee the cooperative agreement. If possible, the Town Administrator shall serve as the Representative and the alternate shall be a member of the Planning Board. The approval of each town's Board of Selectmen will be required to amend this agreement.
- b. Hardwick, Barre, Hubbardston, New Braintree, and Oakham, acting through their respective representatives, shall have authority on a joint basis to appoint and discharge the shared Economic Development Coordinator.
- c. Agreement dates shall be July 1st through June 30th of the fiscal year. (Contract year) The initial contract year should be July 1, 2018 through June 30, 2019. In the event that a Coordinator is not hired until August 1st, dates shall be pushed back 1 month with approval from the Department of Local Services.

- d. This Agreement shall be reviewed when grant funds expire after the first contract year and member towns will have the option to extend or terminate their participation.

II. BASIS FOR CHARGES AND BILLING

- a. The awarded money from the Community Compact Efficiency and Regionalization Grant Program shall be sufficient to pay for all wages, insurances, health insurance, workers compensation, office expenses, equipment, supplies, vehicle expenses, and any other associated costs.
- b. Any grant funding or donations that are received shall be used for their intended purpose and if otherwise available, shall be used to reduce each town's contracted costs, and if appropriate, be applied to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
- c. Any funding left unspent from the first fiscal year shall be applied as credit towards extending the program with approval from the Department of Labor Services

III. SERVICES PROVIDED BY HARDWICK

- a. The Town of Hardwick will provide Economic Development Services to member towns through the full time Economic Development Coordinator. The Coordinator shall be responsible for facilitating community development initiative planning and implementation; identifying and fostering new growth opportunities; promoting the region; and securing funding that supports economic development activities and programs.
- b. The Economic Development Coordinator will be an employee of the Town of Hardwick for purposes of this Agreement.
- c. The duties of the Economic Development Coordinator shall include those listed in the Economic Development Coordinator job description. In the event of a vacancy, one representative designated by the appointing body from the member towns shall sit on the Quabbin Economic Development Committee.
- d. Review of the Economic Development Coordinators performance shall be completed by the Quabbin Economic Development Committee, and shall take place quarterly or at any other time as requested by any other Town Representative.

IV. REQUIREMENTS OF TOWNS

- a. Hardwick shall provide and maintain any necessary and related office equipment for the Economic Development Coordinator. All charges and maintenance costs for the above must be covered by the grant as established in Article II.

- b. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- c. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to Economic Development Services provided pursuant to this Agreement, the town receiving services shall be liable for and shall indemnify, defend, and hold the town rendering services harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees.
- d. The parties agree that matters of an urgent nature shall take precedence over non-urgent requests.
- e. Hardwick shall annually provide a financial statement to the other parties relative to the providing of Economic Development Services, as required under G.L. c. 40, §4A.
- f. Any Audits required by G.L. c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- g. All records and budgets referenced above shall be available for inspection by all parties upon reasonable notice.
- h. Each town shall be responsible for payment of legal services for any actions taken by that town.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. Amendments to this Agreement may be made after review of any requested amendment is made in accordance with Article III, C above.
- b. 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.
- c. 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.

VI. NOTICES

All official notices are to be sent as follows:

- | | |
|-------------------------|---|
| Town of Hardwick – | Board of Selectmen
Town of Hardwick
307 Main Street
Gilbertville, MA 01031 |
| Town of Barre – | Board of Selectmen
Town of Barre
40 West Street
Barre, MA 01005 |
| Town of Hubbardston – | Board of Selectmen
Town of Hubbardston
7 Main Street
Hubbardston, MA 01452 |
| Town of New Braintree – | Board of Selectmen
Town of New Braintree
20 Memorial Drive
New Braintree, MA 01531 |
| Town of Oakham – | Board of Selectmen
Town of Oakham
2 Coldbrook Road, Unit #1
Oakham, MA 01068 |

Whereas the Towns of Hardwick, Barre, Hubbardston, New Braintree, and Oakham desire to enter into this Agreement for the efficient operation of Regional Economic Development Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of **HARDWICK**

Board of Selectmen

Chairperson Kennan G. G.
June M.

5/24/18
Date

TOWN of **NEW BRAintree**

Board of Selectmen

Chairperson [Signature]
William Howland

Date

TOWN of **BARRE**

Board of Selectmen

Chairperson [Signature]
Ch. R. Q.
John J. C. M.

Date

TOWN of **OAKHAM**

Board of Selectmen

Chairperson [Signature]
[Signature]
[Signature]

Date

TOWN of **HUBBARDSTON**

Board of Selectmen

Chairperson [Signature]
Thomas Todd
Jeffrey Williams [Signature]

Date