

Inter-Municipal Agreement
Palmer Interim Regional Dog Pound

This agreement (the "Agreement") is made as of the date of execution by all parties and pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A, by and between the TOWN OF PALMER, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Town Council, with a place of business at 4417 Main Street, Palmer, MA 01069 ("Palmer"); the TOWN OF MONSON, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 110 Main Street, Monson, MA 01057 ("Monson"); the TOWN OF WARE, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 126 Main Street, Ware, MA 01082 ("Ware"); and the TOWN OF WARREN, a Massachusetts municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 223 Brimfield Rd., Warren, MA 01083 ("Warren").

WHEREAS, the Towns agree to participate in a regional approach to sheltering animals, providing animal control sheltering services ("Services") to the Towns through an Interim Animal Control Shelter Program ("Program") at the "Palmer Municipal Dog Pound" ("Pound") located at 1013 Bridge Street, Palmer, MA 01069; and

WHEREAS, the Select Board and the Town Council of the Towns designate Palmer as the "Lead Community" for purposes of procuring a replacement animal control facility in which to provide the Services and the Program; and

WHEREAS, the Towns agree to work cooperatively and expeditiously with the Lead Community to advance animal control service operations through regional cooperation and to seek all necessary legislative and other governmental approvals from their respective governmental bodies authorizing them to enter into a 1-year pilot interim agreement with the Lead Community committing each Towns annual per capita assessment to the Lead community for purposes of procuring and operating a facility where the Services and the Program are provided;

WHEREAS, the Towns agree to work cooperatively toward potentially building a regional animal control facility that is fully compliant with state and local regulations and capable of serving on a regional capacity.

NOW THEREFORE, the Towns hereto mutually agree as follows:

1. DESIGNATION OF LEAD COMMUNITY: The Towns designate Palmer as the "Lead Community" for purposes of procuring a long-term replacement animal control facility in which to provide the Services and the Program. The Towns authorize Palmer, as the Lead Community, to take the steps necessary to procure and operate a short-term replacement facility in which to provide the Services and the Program, in the event the current facility is displaced prior to the availability of the long-term replacement facility.

2. ADMINISTRATION OF FINANCIAL MATTERS: Palmer shall administer all financial and personnel matters through its Public Safety Department relating to the Services and the Program, including but not limited to employee contracts and contracts with all service providers.
 - a. Pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A, Palmer shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received pursuant to the Agreement. Periodic financial statements shall be issued to all participating municipalities. Costs of the preparation of financial statements shall be considered an expense of the Program.
 - b. Palmer shall submit to the Regional Animal Control Committee ("Committee") a quarterly balance sheet statement.
 - c. Each Town shall maintain records of any costs incurred and reimbursements and contributions made relative to the dispatching services provided herein.
 - d. Any Audits required by Gen. Laws Ch. 40, Sec. 4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to Gen. Laws. Ch. 41, Sec. 50.
 - e. All records referenced above shall be available for inspection by each Town upon reasonable notice.

3. TERM AND OPTION FOR RENEWAL: This Agreement shall be for a term of one (1) year and six (6) months as a pilot scale, beginning January 1, 2016, and ending on June 30, 2017. At the end of Year One, the Towns may exercise a renewal option at its sole discretion for an additional three (3) year term with the approval of the Towns' Select Board or Town Council. If any Town decides that it will not renew, it must inform the others in writing at least ninety (90) days prior to the expiration of the Agreement. Upon renewal, the most recent per capita assessment shall remain in place until a different figure is agreed upon and approved by the Towns.

4. ANNUAL PER CAPITA ASSESSMENT AND FEES:
 - a. During the term of the Agreement, the Towns agree to pay to Palmer, as the Lead community, an annual assessment described in this Agreement, based on the number of residents in each community according to the most recent United State Census. The assessment monies shall be used for the purposes of procuring, securing, occupying, maintaining and operating a facility or facilities where the Services and the Program are provided, and for other reasonable and necessary expenses of the Services and the Program.
 - i. According to the U.S. Census bureau's 2010 Census, the population of the towns is as follows: Palmer - 12,140; Monson - 8,560; Ware - 9,872; Warren - 5,135
 - ii. Beginning January 1, 2016, to June 30, 2017 the annual assessment for Animal shelter services shall be \$1.00 per resident based on the 2010 U.S. Census. The assessment shall be \$2.00 per resident for Towns to use both Animal Control and Sheltering services.

- b. Based on population estimates, the annual assessment for each of the Towns beginning January 1, 2016 is as follows:

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,140 x \$2	\$24,280
Monson	8,560 x \$2	\$17,120
Ware	9,872 x \$1	\$9,872
Warren	5,135 x \$1	\$5,135
TOTAL	35,707 pop	\$56,347

- c. The Towns shall pay the annual assessment to Palmer in quarterly installments, on or before July 1st, October 1st, January 1st, and April 1st. Palmer shall send each Town a quarterly invoice no later than thirty (30) days prior to the date that the assessment is due.
- d. All funding is subject to annual appropriation by the appropriate authority of each of the Towns.

5. REGIONAL ANIMAL CONTROL COMMITTEE:

- a. The designated "Public Safety Representative" or the appointed affiliate that oversees Animal control at each Town, together shall constitute the Regional Animal Control Committee ("Committee"). The Committee shall provide fiscal and operational oversight over the Services and the Program for its respective town. The representative of the Town of Palmer, as Lead Community, shall serve as Chairperson of the Committee. The Committee shall designate a Vice Chair and Clerk and conduct all meetings in accordance with Massachusetts "Open Meeting Law". A quorum of three (3) members of the Committee must be present to hold a meeting and conduct business. The concurrence of a majority of the members present is required to approve of any motion.
- b. The Committee shall be collectively responsible for establishing a mutually satisfactory standard format operational procedures relative to the handling of animal control matters in the Towns.
- c. The Committee shall be responsible for setting performance standards, approving all financial matters and overseeing the performance of employees servicing its respective town.
- d. The Public Safety Representative or the appointed affiliate of each individual community shall have direct oversight of program staff when staff is on duty within the respective town of the Public Safety Representative or appointed affiliate.
- e. Any grant funding that becomes available shall be reviewed by the Committee and if appropriate, be applied for to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
- f. Palmer shall submit to the Committee a quarterly balance sheet statement. Copies of the reports shall also be sent to the Towns in accordance with the notice provisions of Sec. 19 of this Agreement. Minutes shall be sent within seven (7) days of the date of the Committee's approval or acceptance of them.

6. PERSONNEL STATUS: All personnel hired to provide the Services and the Program shall be deemed to be employees of the Town of Palmer. It is anticipated the facility will include the following staff positions:

- 1 FTE - Animal Control Officer/Site Director
- 1 PTE - ACO Assistant

7. ENFORCEMENT, FEES, LICENSING AND REPORTING:

- Citations: All citations for violations of the Massachusetts General Laws and the Towns' Code of Ordinances will be the responsibility of the Animal Control Officer of the respective Towns.
- Collection of Fines: The Pound shall not collect any fines from town residents. Any fines set forth in citations issues pursuant to Paragraph A above shall be paid by the resident to the Town Clerk of the respective Towns or appealed in accordance with the town ordinances and the Massachusetts General Laws.
- Holding Fee: The Pound shall collect a daily fee of \$25 from the time the animal is received by the Pound and retrieved from the Pound by the resident/owner of the animal.
- Vet Fee: All vet fees are to be paid by the resident/owner directly to the vet.
- Animal Transport Fee: On an as-needed-basis, the Animal Control Officer/Site Director of Palmer will transport animals for a flat fee of \$50. The Animal Control Officer from the respective town will be responsible for transporting animals to Pound.
- Reporting: The Pound shall submit quarterly reports to the Towns detailing the services performed in each Town, with a copy to the Committee.

8. INDEMNIFICATION OF EMPLOYEES: The Towns shall indemnify and hold harmless the employees providing animal control services from any actions, suits, damages or causes of action which may be brought as a result of the negligent acts of the Animal Control Officer/Site Director, the Committee or their agents or employees while enforcing the Towns' Animal Control Ordinances and the Massachusetts General Laws relative to the keeping of dogs within the confines of Palmer, Ware, Monson, and Warren subject to the limits set out in Massachusetts General Laws chapter 258. To the extent Palmer is deemed liable for any of said employee acts or omissions, the other towns (Ware, Warren, Monson) agree to indemnify and hold harmless the Town of Palmer for such liability

9. PARTICIPATION BY OTHER COMMUNITIES:

- Palmer may enter into agreements with other communities to participate in the Program, providing that (1) the Site Director/ACO feels that he/she has the capacity to expand and include additional communities; (2) each such community agrees to pay the per capita assessment for Services on the same terms and conditions set forth in this Agreement; and (3) the Committee has reviewed and approved the participation of any additional communities to the regional arrangement.
- The Towns agree that they will reach out to other communities in the area that might need animal control sheltering services. Notwithstanding the preceding paragraph, the Towns acknowledge that there might be other models through which another community could avail itself of the services provided by the Program. A unanimous vote of the Committee is required for any deviation from Sections 4 and/or 9(A) of this agreement.

10. TERMINATION OF AGREEMENT

- a. It is expressly agreed and understood that each Town shall have the right to terminate this Agreement by giving the Committee and other Towns six (6) months' written notice prior to next Fiscal Year or no later than December 31st. Written notice shall be signed by the chief elected official of their municipality or their designee.
 - b. In the event of termination of this Agreement, all originals of documents, data, papers, studies and reports prepared by any employee of the Program, or by any agent, associate, consultant, partner or servant of the Program, prepared under this Agreement, shall become the property of the Committee. Furthermore, such documents must be delivered to the Chairman of the Committee within three (3) business days of a written notice of termination of this Agreement.
11. **COST SAVING MEASURERS:** The Towns agree that they will explore options for reducing the costs of providing the Services and running the program.
12. **ASSIGNMENT OR TRANSFER:** None of the Towns shall assign or transfer their respective interests in this Agreement without prior written approval of the other Towns thereto.
13. **NON-DISCRIMINATION:** During the performance of this Agreement, the Towns agree as follows:
 - a. In the performance of this Agreement, the Towns will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability family status or national origin. The Towns will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
 - b. In the event any Town's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and non-compliant Town may be declared ineligible to participate in the Program.
14. **CONFLICT OF INTEREST:** The Towns covenant that they have no interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner of degree with the performance of the services hereunder.
15. **VENUE, CHOICE OF LAW:** The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United State District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.
16. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, the Towns, their agents, employees, officers, servants, consultants and subcontractors shall comply with ordinances, as

well as all applicable rules, regulations and licensing requirements, promulgated by all local, state, federal and national boards, bureaus, associations, and agencies.

17. **AMENDMENTS:** This Agreement may be amended by only written instrument signed by the Chief Elected Official and every other Chief Elected Official of each Town, as required by law or charter, necessary to effect a binding agreement.
18. **AUTHORITY TO SIGN AND RECEIPT OF ALL NECESSARY GOVERNMENTAL APPROVALS:** By signing this Agreement, the Chief Elected Officials of each Town or its designee warrants and represents he/she has full authority to act on behalf of his/her Town, and that he/she has obtained all governmental approvals necessary to bind his/her Town to the terms and conditions of this Agreement, including the commitment to pay the annual assessment for the Services and the Program as described in Paragraph 4.
19. **NOTICES:** Any notices, reports and invoices required hereunder shall be sent to the following:

Palmer Town Manager/Town Council 4417 Main Street, Palmer, MA 01069	Ware Town Manager Town Hall, Suite J 126 Main Street, Ware, MA 01082	Monson Board of Selectmen 110 Main Street, Monson, MA 10157	Warren Board of Selectmen 48 High Street P.O. Box 609 Warren, MA 01083
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20. **ENTIRE AGREEMENT:** This Agreement represents the entire and integrated agreement among Palmer, Ware, Monson, and Warren and supersedes all prior negotiations, representations or agreements, either written or oral.

Whereas the Town of Palmer, Monson, Ware, and Warren desire to enter into this Agreement for the efficient operation of Regional Animal Control Sheltering Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of PALMER

Town Manager

Date _____

TOWN of WARREN

Select Board Chair or Designee

Date _____

TOWN of WARE

Select Board Chair or Designee

Date _____

TOWN of MONSON

Select Board Chair or Designee

Date _____