

**AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN THE TOWN OF ASHBURNHAM
AND THE TOWN OF WESTMINSTER**

THIS AGREEMENT is entered into by and between the Town of Ashburnham (hereafter “Ashburnham”) and the Town of Westminster (hereafter “Westminster”), hereafter referred to collectively as the “Towns”, this 1st day of April 2009, as follows:

WHEREAS, the Towns desire to cooperate in the provision, on a shared basis, of Animal Control services for the benefit of the Towns;

WHEREAS, the Towns have obtained authorization for this joint undertaking as required by M.G.L. c.40, §4A pursuant to a vote of the Town of Ashburnham Annual Town Meeting, Article 22, on May 3, 2008 and a vote of the Town of Westminster Annual Town Meeting, Article 32, on May 3, 2008 and May 10, 2008;

NOW, THEREFORE, the Towns, in mutual consideration of the covenants contained herein, hereby agree as follows:

1. Appointment of Shared Animal Control Officer(s). The Town of Ashburnham, acting through its Town Administrator, and the Town of Westminster, acting through its Board of Selectmen or its designee, shall have authority on a joint basis to appoint and discharge an Animal Control Officer(s) to be shared between the Towns.

2. Duties of Shared Animal Control Officer(s). The duties of this shared Animal Control Officer shall include those listed in the “Job Description for Animal Control Officer” attached hereto as Exhibit A, which may be amended from time to time by mutual written agreement of the Towns.

3. Compensation and Benefits. The compensation to be paid to the shared Animal Control Officer(s) shall be determined jointly by the hiring authorities specified in Paragraph 1 above. For purposes of payment of this compensation and for purposes of benefits, including eligibility for health insurance through the Ashburnham-Westminster Regional Health Trust, the shared Animal Control Officer(s) shall be deemed an employee of the Town of Ashburnham and shall be subject to Ashburnham’s Personnel By-Law. In the event of any conflict between said By-Law and this Agreement and Exhibit A, the provisions of this Agreement and the attached Exhibit A shall control.

4. Hours of Work. The normal work week of the shared Animal Control Officer(s) shall consist of up to a forty (40) hour full-time position, divided between the Towns on an equal basis and a part-time Animal Control Officer without benefits equally shared. The Towns recognize that some variance from this normal division of time is to be expected based on changing conditions and needs and that minor variances will not occasion any adjustment of the financial arrangements between the Towns contained in Paragraph 6 below.

5. Supervision of Shared Animal Control Officer(s). The shared Animal Control Officer(s) shall be supervised in the manner specified in the Job Description attached hereto as Exhibit A, save that any disciplinary action under the Personnel By-Law involving suspension or termination of the shared Animal Control Officer(s) may only be imposed by joint decision of the hiring authorities specified in Paragraph 1 above.

6. Allocation of Wages and Benefits Between the Towns. Each Town shall be responsible for one-half (1/2) of the cost for the base wages and employer share of all benefit expenses for the shared Animal Control Officer(s). Each Town shall also be responsible for any additional wages (overtime, call-back, etc.) occasioned by that Town. The shared Animal Control Officer(s) shall be required to submit detailed time records on a weekly basis to the police chief's office in the Town of Ashburnham. All such wages and benefit expenses will be paid in the first instance by the Town of Ashburnham. On or about the first of each month, Ashburnham will provide Westminster with an invoice for Westminster's share of the Animal Control expenses (one-half of the base wages and benefits and any and all additional wages occasioned to Westminster and paid in the preceding month), together with a copy of the time records for the shared Animal Control Officer(s) for the preceding month. Payment of each such invoice will be made by Westminster to Ashburnham within thirty (30) days of the invoice date, with the exception of the June invoice, which shall be paid no later than July 15th. Each Town shall be responsible for payment of its own indirect costs (e.g. liability insurance, support staff time, office expenses, and the like) related to the shared Animal Control Services.

The maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated for purposes of this Agreement in the given fiscal year.

7. Insurance and Indemnification. Each Town will cover the shared Animal Control Officer(s) under its Liability Policies and each Town shall indemnify and hold the other Town harmless from and against all expenses, including defense costs, for any claim, suit, demand, settlement or judgment arising out of any act of the shared Animal Control Officer(s) within that Town.

8. Vehicle and Travel Expenses. For the purpose of this contract it is agreed that Westminster shall provide an Animal Control vehicle for the use of the Animal Control Officer(s) to use. Each Town shall be responsible for one-half (1/2) of the fuel and vehicle maintenance expense.

9. Dog Pound/Office. For the purpose of this contract it is agreed that Ashburnham will provide a dog pound/office space for the Animal Control Officer(s) to work from and house dogs. Each Town shall be responsible for one-half (1/2) of the expense to maintain and operate such a facility.

10. Term of this Agreement. The term of this Agreement shall commence on April 1, 2009 and shall terminate on June 30, 2011. The Towns shall meet after January 1, 2011 to discuss the provisions of this Agreement and any successor Agreement. The terms of this Agreement shall remain in full force and effect until a new agreement is reached or this Agreement is terminated as provided in Paragraph 11 below, whichever occurs first, save that the indemnification provisions in Paragraph 7 above shall survive the termination of this Agreement.

11. Termination of this Agreement. Either Town, by vote of its Board of Selectmen, may terminate this Agreement upon the provision of at least thirty (30) days prior written notice to the other Town. Such notice shall state the termination date. Upon such termination, each Town shall be solely responsible for the provision of animal control services for the benefit of that town. Upon such termination, Ashburnham shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same to Westminster for payment within thirty (30) days thereafter. Notwithstanding anything else to the contrary in this Agreement or in the Ashburnham Personnel By-Law, employment of the shared Animal Control Officer(s) is contingent upon the continuation of this Agreement and termination of this Agreement as provided herein shall constitute a basis for termination of the shared Animal

Control Officer's employment. Consequently, notice of termination of this Agreement as provided herein shall also be given in writing by the terminating Board of Selectmen to the shared Animal Control Officer(s) at the time it is provided to the other Town.

12. Records and Reporting. The Towns, acting by their respective officials responsible for animal control services and related functions, shall keep accurate and comprehensive records of all costs incurred, and reimbursements and contributions received. The shared Animal Control Officer(s) shall, within thirty (30) days of the end of the Calendar Year, make a report of all services performed hereunder and the financial elements thereof to the Boards of Selectmen of each Town, or their designees.

13. Audit. At the end of the fiscal year, either Town may request an audit of the records of the services provided hereunder. In such event, Ashburnham shall arrange for such an audit to be performed by a firm or individual acceptable to both Towns and the requesting Town shall bear the cost of any such audit.

14. Misc. The Towns agree that if any court of competent jurisdiction shall declare any provision of this Agreement unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

This Agreement may be amended from time to time, but only by mutual written agreement of the Towns.

WITNESS OUR HANDS, as of the dates specified:

TOWN OF ASHBURNHAM,
By its Board of Selectmen:

TOWN OF WESTMINSTER,
By its Board of Selectmen:

Date: _____

Date: _____

Ashburnham Town Accountant

Westminster Town Accountant

Approved as to form:

Approved as to form:

Ashburnham Town Counsel

Westminster Town Counsel

