

TOWNS OF SOMERSET AND SWANSEA, MASSACHUSETTS,
INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF
SHARED ANIMAL CONTROL SERVICES

Article 1. Purpose

This agreement is entered into pursuant to Massachusetts General Law Chapter 40, Section 4A, as authorized by a vote of the Board of Selectmen of each Town, to enable the Towns of Somerset and Swansea, Massachusetts, to join together to establish and administer a program of shared Animal Control Services, as agreed to by the Participating Governmental Units.

Article 2. Definitions

The Participating Governmental Units: The Town of Somerset, Massachusetts, and the Town of Swansea, Massachusetts.

Animal Control Services: Any and all duties required of a Dog Officer and Inspector of Animals under applicable Massachusetts laws and regulations, including but not limited to M.G.L. chapter 140, section 151, et seq., and M.G.L. chapter 129, section 15, et seq.

Article 3. Term

This agreement shall take effect on the 1st day of July, 2009, for a one (1) year term that may be extended for up to two (2) additional one-year terms commencing July 1, 2010, and July 1, 2011, by mutual agreement of the parties acting by and through their respective Boards of Selectmen, but shall in no event remain effective beyond three (3) years from the effective date hereof. The Participating Governmental Units shall give each other notice of whether or not they wish to extend the initial one-year term at least ninety (90) days prior to the date of the annual town meetings of the other Participating Governmental Unit, unless another date is mutually agreed to by the parties in writing.

Article 4. Lead Town

The Town of Swansea shall act as "lead town" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment, vehicles, and kennel to perform said Animal Control Services. Said officers shall be considered employees of the Town of Swansea and be accorded all applicable benefits enjoyed by other Swansea municipal employees as they are or shall be established. Each such officer must be a Commonwealth of Massachusetts certified Animal Control Officer and must maintain that certification

during the term of this agreement. The kennel to be used must be approved by the Commonwealth of Massachusetts.

Article 5. Funding Contribution

During Fiscal Year 2010 (July 1, 2009-June 30, 2010), the Town of Somerset shall pay to the Town of Swansea for such Animal Control Services a total annual amount of Thirty-four Thousand Dollars (\$34,000.00), to be paid in four equal quarterly payments of Eight Thousand Five Hundred Dollars (\$8,500.00) on or before August 1st, November 1st, February 1st, and May 1st during the fiscal year. This payment shall include all applicable expenses incurred by the Town of Swansea in providing Animal Control Services on behalf of the Participating Governmental Units, including, but not limited to, salaries, group health insurance, workers' compensation insurance, life insurance, and all other applicable benefits. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during any extended term of this agreement, subject to available appropriation.

Article 6. Hours of Service

The Town of Swansea shall provide Animal Control Services under this Agreement on an as-needed basis seven days a week, twenty-four hours a day.

Article 7. Impound Fees

Any impound fees collected will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the animal impounded was taken.

Article 8. Indemnification

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this Agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend, and hold harmless the other Participating Governmental Unit from and against any such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees and legal costs, but only to the extent that they arising from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees. By entering into this Agreement, neither of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the municipalities which have executed it and each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other

person. This Agreement is not intended to confer third-party beneficiary status on any person.

Article 9. Miscellaneous Provisions

a. Amendments: This agreement may be amended in writing only by vote of each of the Participating Governmental Units.

b. Entire Understanding: This Agreement represents the entire understanding of the parties with respect to its subject matter.

c. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

d. Dispute Resolution: Any disputes arising under this Agreement shall be resolved through arbitration in the following manner: the Boards of Selectmen of each Town shall each appoint an arbitrator; if the two arbitrators so appointed can not agree on a resolution, the two arbitrators shall agree upon and appoint a third arbitrator and a majority vote of the three arbitrators shall be determinative.

e. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.

f. Severability: 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.

IN WITNESS WHEREOF, this agreement is signed by each Participating Governmental Unit by its duly-authorized representative as of the date indicated by its signature,

TOWN OF SOMERSET,

By: William Meehan
William Meehan, Chairman
Board of Selectmen

Date: 6/3/09

Certification of Available Appropriation

J.R. Bolton
Joseph Bolton, Somerset Town Accountant

TOWN OF SWANSEA,

By: 

M. Scott Ventura, Chairman
Board of Selectmen

Date:

Certification of Available Appropriation



Sheila Samson, Swansea Town Accountant

ATTACH CERTIFIED VOTES OF THE BOARD OF SELECTMEN FOR
EACH GOVERNMENTAL UNIT