

**TOWNS OF MENDON AND BLACKSTONE**  
**INTER-MUNICIPAL AGREEMENT**  
**FOR SHARED FIRE CHIEF SERVICES**

This Intermunicipal Agreement is made and entered into pursuant to the provisions of M.G.L., c. 40, § 4A by and between the Town of Mendon, Massachusetts (“Mendon”) and the Town of Blackstone, Massachusetts (“Blackstone”) collectively the “Towns” or “Parties”.

**WITNESSETH**

WHEREAS, Blackstone’s Fire Chief is retiring after over 30 years as Fire Chief leaving a vacancy; and

WHEREAS, Mendon has agreed to share Fire Chief services; and

WHEREAS, Mendon and Blackstone have determined that the sharing of the benefits and costs of Fire Chief services would be beneficial to each Town; and

WHEREAS, Mendon and Blackstone desire to enter into an Agreement that provides for the terms, conditions and liabilities of the Parties with respect to Shared Fire Chief Services, and do not intend to regionalize fire services generally.

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

**I. PURPOSE AND TERM**

- a. Services shall be performed by a Shared Fire Chief. This position shall be hosted by the Town of Mendon (“Host Town”).
- b. Designees from each Town will oversee the implementation of the cooperative Agreement. This Agreement may only be amended by the express approval of each Town’s Select Board.
- c. Mendon shall provide day to day oversight of the position with input from the Town Administrator in Blackstone. The Shared Fire Chief’s exercise of authority in Blackstone shall be subject to the provisions of G.L. c. 48, s. 42.
- d. The term of this Agreement shall be from July 22, 2022 through June 30, 2024.

## II. BASIS FOR CHARGES AND BILLING

- a. All charges shall be invoiced by the Host Town according to the following schedule.
1. The Towns have agreed to fund the charges listed below. Charges shall be allocated to each Town in accordance with as the Compensation Chart below.

FY23	Cost	Mendon	Blackstone
Max Salary for Chief	\$ 174,113	\$ 129,524	\$ 44,589
Staffing and Related Costs	\$ 30,000	\$ -	\$ 30,000
Maximum Total Cost	\$ 204,113	\$ 129,524	\$ 74,589

FY24	Cost	Mendon	Blackstone
Max Salary for Chief	\$ 176,755	\$ 132,114	\$ 44,641
Staffing and Related Costs	\$ 30,600	\$ -	\$ 30,600
Maximum Total Cost	\$ 207,355	\$ 132,114	\$ 75,241

- b. Payments from Blackstone to Mendon shall be made as follows:

Mendon shall invoice Blackstone for Shared Fire Chief Services twice per fiscal year, in July and January, each invoice for 50% of Blackstone's annual allocation of the costs set forth above. In the event that there is a vacancy in the Shared Fire Chief position, Mendon shall reimburse Blackstone for any costs that were paid for but not incurred by Mendon due to the vacancy.

## III. SERVICES PROVIDED BY MENDON

- a. Mendon shall provide Fire Chief Services to Blackstone through the Shared Fire Chief. The Shared Fire Chief shall be an employee of Mendon at all times pursuant to G.L. c. 40, s. 4A for purpose of this Agreement.
- b. The duties of the Shared Fire Chief shall include those listed in the attached Fire Chief employment contract.
- c. Oversight of the Shared Fire Chief's performance shall be provided by an Oversight Committee comprised of three representatives from each Town; the Town Administrator or Town Manager of each Town and two members of each Town's Select Board; any participating Town may request a meeting of the Oversight Committee to discuss Shared Fire Chief Services.
1. For the first 3 months of this Agreement, the Oversight Committee shall meet at least once a month to provide the Shared Fire Chief with guidance and feedback.

2. Following this 3-month period, the Oversight Committee shall meet with the Shared Fire Chief quarterly.

#### **IV. REQUIREMENTS OF TOWNS**

- a. The Towns of Mendon and Blackstone are responsible for providing sufficiently clear guidance to the Shared Fire Chief to allow them to perform their job as outlined in the attached employment contract and move forward with each town's Fire Services mission and goals. The Oversight Committee shall be the main point of contact for assigning tasks and goals.
- b. Each Town shall, to the best of its ability, provide administrative support for the position so the Shared Fire Chief can focus on their duties as assigned.
- c. Each Town shall provide the Shared Fire Chief with sufficient working space and equipment to perform their office hours.
- d. Each Town shall provide and maintain any necessary and related office equipment for the Shared Fire Chief.
- e. The parties agree that Blackstone's payment to Mendon for the "Staffing and Related Costs" item in Article II compensates Mendon in full for Blackstone's share of any costs other than salary which Mendon may incur to provide Shared Fire Chief Services, including but not limited to the costs under the preceding paragraphs b., c. and d.
- f. 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.
- g. To the fullest extent permitted by law, and as limited by G.L. c. 40, s. 4A, in the event that any third-party claims, demands, suits, causes of action, and costs and expenses arise with respect to Fire Chief Services provided pursuant to this Agreement, the Town receiving services shall be liable for and shall indemnify, defend, and hold the other 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.
- h. The parties agree that matters of an urgent nature shall take precedence over non-urgent requests.
- i. The Host Town shall annually provide the Oversight Committee and the Towns a financial statement relative to the providing of Shared Fire Chief Services, as required under [G.L. c. 40, §4A](#).
- j. 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.

- k. All records and budgets referenced above shall be available for inspection by each Town upon reasonable notice to the Host Town.
- l. Each Town shall be responsible for payment of legal services for any actions taken by that Town.

#### **V. AMENDMENTS TO OR TERMINATION OF THE AGREEMENT**

- a. This Agreement can only be amended with the approval of each Town's Select Board.
- b. Any participating Town may, by vote of its Select Board, terminate its participation under this Agreement upon thirty (30) days written notice to the other Town, or upon a vacancy in the position of the Shared Fire Chief.
- c. 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.
- d. 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 Mendon – Select Board  
Town of Mendon  
20 Main Street  
Mendon, MA 01756

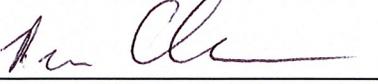
Town of Blackstone – Select Board  
Town of Blackstone  
15 St Paul Street  
Blackstone, MA 01504

Whereas the Towns of Mendon and Blackstone desire to enter into this Agreement for the efficient operation of Shared Fire Chief Services, each agrees to these terms as they are in the best interest of each said town.

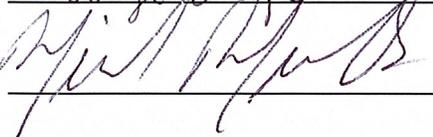
TOWN of **MENDON**

  
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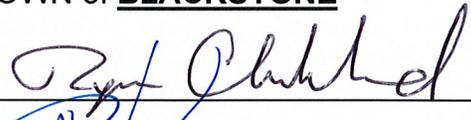
  
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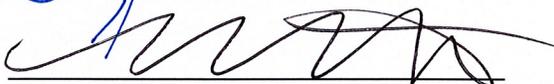
  
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7/13/22  
Date

TOWN of **BLACKSTONE**

  
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7/13/22  
Date