

INTERMUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF WAYLAND, MASSACHUSETTS AND
SUDBURY, MASSACHUSETTS

THIS AGREEMENT made this _____ day of November, 2011 pursuant to the provisions of M.G.L. Chapter 40, § 4A, and every other power which they may have, by and between the TOWN OF SUDBURY, a municipal corporation in Middlesex County, Massachusetts (hereinafter referred to as "SUDBURY"), acting by its Town Manager as authorized by the Board of Selectmen, and the TOWN OF WAYLAND, a municipal corporation in Middlesex County, Massachusetts (hereinafter referred to as "WAYLAND"), acting by its Town Administrator as authorized by its Board of Selectmen,

WITNESSES that:

WHEREAS the Town of Wayland employs a full time Recreation Director; and

WHEREAS the Town of Sudbury employs a full time Recreation Program Coordinator; and

WHEREAS the Town of Wayland intends to employ a part time Assistant Recreation Program Coordinator;

WHEREAS the parties believe they can jointly utilize the services of said personnel to provide services to both communities for the management of their individual recreation programs and facilities; and

WHEREAS this Agreement has been duly authorized by votes of the Boards of Selectmen in SUDBURY and WAYLAND, respectively, copies of which, designated Exhibits A and B, respectively, are annexed hereto and incorporated herein by reference;

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

SECTION I – ASSIGNMENT OF PERSONNEL

- A. The WAYLAND Recreation Director shall be assigned to devote all his or her efforts to the Town of Wayland recreation department, programs and facilities for 20 hours each week and shall be assigned to devote all his or her efforts to the Town of Sudbury recreation department, programs and facilities for 20 hours each week.
- B. The SUDBURY Recreation Program Coordinator shall be assigned to devote 50% of his or her scheduled full time work week efforts to the Town of

Sudbury's designated recreation department, programs and facilities for and shall be assigned to devote 50% of his or her scheduled full time work week efforts to the Town of Wayland's designated recreation department programs.

- C. The WAYLAND Assistant Recreation Program Coordinator shall be assigned to devote 50% of his or her scheduled full time work week efforts to the Town of Sudbury's designated recreation department, programs and facilities for and shall be assigned to devote 50% of his or her scheduled full time work week efforts to the Town of Wayland's designated recreation department programs.

SECTION II - SUPERVISION

- A. While assigned to Wayland the Recreation Director shall receive all instruction or directions from the Wayland Recreation Commission and the Wayland Town Administrator and devote all his/her efforts to WAYLAND.
- B. While assigned to SUDBURY the Recreation Director shall receive all instruction or directions from the Sudbury Assistant Town Manager and devote all his/her efforts to SUDBURY.

SECTION III – COMPENSATION, FRINGE BENEFITS AND COSTS

- A. WAYLAND shall pay the salary and provide all benefits for the Recreation Director and the Assistant Recreation Program Coordinator, who shall be employees of WAYLAND. The salary for the Recreation Director shall be adjusted annually in accordance with WAYLAND's compensation plan for non-union employees. The wages for the Assistant Recreation Program Coordinator may be adjusted annually in accordance with WAYLAND's compensation plan for non-union employees.
- B. SUDBURY shall pay the wages and provide any applicable benefits for the Recreation Program Coordinator, who shall be an employee of SUDBURY. The wages for the Recreation Program Coordinator may be adjusted annually in accordance with Sudbury's compensation plan for non-union employees.
- C. WAYLAND shall provide all retirement benefits to the Recreation Director and Assistant Recreation Program Coordinator. SUDBURY shall provide all retirement benefits to the Recreation Program Coordinator.
- D. WAYLAND and SUDBURY shall provide Workers' Compensation and liability insurance as required by law for their respective aforesaid employees and name each other as an additional insured on their respective policies.
- E. The incumbents in each of said positions may change his/her insurance options in accordance with the provision of open enrollment periods or qualifying events. In the event that the insurance expenses for any said positions changes, Exhibit C and the monthly sum that each town pays the other, as appropriate, shall be adjusted accordingly.

- F. Effective on or about December 1, 2011 SUDBURY shall pay to WAYLAND the sum of \$2,813.77 per month by the last day of the month for the net cost of recreation services as set forth in this agreement. An itemized cost is attached hereto as Exhibit C. All such payments shall be made to WAYLAND for the specific purpose of defraying the net wages, net benefits or net insurance costs of recreation services.
- G. A summary of costs for shared services shall be identified in the attached Exhibit C.
- H. In order that SUDBURY and WAYLAND each have an equal voice in the costs associated with employment of said personnel, the Towns must agree on any and all salary or benefits. The provisions of this section shall not preclude WAYLAND from providing additional compensation to its aforesaid employees so long as it does not reduce the time and efforts for SUDBURY as provided herein.
- I. WAYLAND shall maintain and annually provide to SUDBURY accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received under this agreement. SUDBURY shall have the right to annually perform an audit of such records.

SECTION IV – INSURANCE AND PERFORMANCE BOND

For the duration of this Agreement, WAYLAND and SUDBURY shall purchase and maintain policies or riders on existing policies of insurance providing for:

1. The payment of compensation and the furnishing of other benefits to all persons employed pursuant to this Agreement in accord with the provisions of M.G.L. chapter 152, and
2. Public liability and property damage insurance covering liability for WAYLAND and SUDBURY, its employees, agents, or contractors for injury to persons, including death, resulting from the actions or failures to act of the identified employees or the persons or programs directed to the amount or limit of at least \$1,000,000 on account of injury or death of any one person, and subject to such limits as respects injury or death of one person, of at least \$3,000,000 on account of any one accident resulting in injury or death of more than one person, as well as coverage for property damage to the amount or limit of at least \$20,000 on account of any one accident resulting in such property damage.
3. The parties further agree that all damages, costs, charges, judgments, expenses, as well as the cost of investigating and defending claims against either or both Towns, including attorneys' fees and expenses, that SUDBURY or WAYLAND may incur by reason of any alleged act, neglect, omission, or default on its part or that of its employees, agents, or contractors in any way arising out of the services provided under this agreement shall be paid by the Towns for whom the services were

actually provided at the time to the extent that such expense shall not be covered by insurance.

4. WAYLAND and SUDBURY shall provide to each other a performance bond in the amount of \$1.00 issued by an surety acceptable to the obligee to secure performance of their respective obligations under this agreement.

SECTION V – PRIOR AGREEMENTS

This Agreement supersedes and replaces all prior agreement, regardless of form, between SUDBURY and WAYLAND relative to the joint provision of recreational services, including the intermunicipal agreement between the parties dated March 10, 2009.

SECTION VI – EFFECTIVE DATE

This Agreement shall become effective upon the execution of this instrument as duly authorized under the provisions of M.G.L. chapter 40, section 4A.

SECTION VII

Unless sooner terminated, as provided in M.G.L. chapter 40, section 4A, this Agreement shall expire at the end of twenty-five (25) years from the effective date hereof.

SECTION VIII

Either town may terminate this Agreement at any time provided that written notice of such termination is given to the other town at least two month prior to the date of termination.

The obligations of one Town to the other under this Agreement shall cease upon its termination, except for any reimbursement or adjustments that may be due for any operating costs up to and including the date of termination.

A copy of this Agreement and all amendments thereto shall be filed with the Town Clerk of each Town as a public document.

SECTION IX

This Agreement is a Massachusetts contract. It shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION X

In the event that any one or more provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected.

SECTION XI

This Agreement may only be amended or modified by a written agreement signed by WAYLAND and SUDBURY.

SECTION XII

WAYLAND's and SUDBURY's financial obligations under this Agreement are subject to appropriation. WAYLAND and SUDBURY agree to request that their respective town meetings appropriate sufficient funds to met said obligations.

SECTION XIII

Any notice, demand, or request required to be given hereunder shall be deemed sufficiently given or served on either of the parties hereto if mailed, postage prepaid, to WAYLAND at 41 Cochituate Rd., Wayland, Massachusetts 01778, and to SUDBURY at the Flynn Building, 278 Old Sudbury Road, Sudbury, Massachusetts 01776, or to such other address as shall be designated by either party in writing for that purpose.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, SUDBURY by its Town Manager, and WAYLAND by its Town Administrator both thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, in duplicate, the date and year first above written.

Town of Sudbury,
By its Town Manager
Duly authorized.

Town of Wayland,
By its Town Administrator
Duly authorized

Maureen G. Valente
Town Manager

Frederic E. Turkington, Jr.
Town Administrator

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWNS OF WAYLAND AND SUDBURY

SHARED RECREATION SERVICES

EXHIBIT C

<u>Effective on or about December 1, 2011</u>	Recreation Director	Recreation Program Coordinator	Asst Rec Program Coordinator
Hourly Rate	42.1506	23.4000	20.3093
Hours per Week	40	35	18
Weeks per Year	52.0	52.2	52.0
Wages per Year	87,673.25	42,751.80	19,009.50
Health Insurance	0.00	5,417.40	0.00
Dental Insurance	0.00	305.64	0.00
Life Insurance	30.60	0.00	0.00
Workers Comp (charged per injury)	1,000.00	1,000.00	1,000.00
General Liability Insurance	410.00	410.00	410.00
Training and Certification	2,605.68	0.00	0.00
Expenses (Mileage and Cellphone)	2,719.01	200.00	200.00
Retirement (4% of Wages)	<u>3,506.93</u>	<u>1,710.07</u>	<u>760.38</u>
	97,945.47	51,794.91	21,379.88
	<u>Annual Cost</u>	<u>Monthly Cost</u>	
Total Wayland Cost	119,325.35	9,943.78	
Total Sudbury Cost	51,794.91	4,316.24	
Total Combined Cost	171,120.26	14,260.02	
Total Average Cost Per Town	85,560.13	7,130.01	
Sudbury Charge for Recreation Services	33,765.22	2,813.77	