

**INTERMUNICIPAL AGREEMENT FOR SHARED INSPECTIONAL AND ZONING
ENFORCEMENT SERVICES AMONG THE TOWNS OF GREAT BARRINGTON, LEE,
LENOX, STOCKBRIDGE, AND WEST STOCKBRIDGE, MASSACHUSETTS**

Article 1. Purpose

This Agreement is entered into pursuant to Massachusetts General Laws Chapter 40, Section 4A, by the Town of Stockbridge, a Massachusetts municipal corporation with a principal office at 50 Main Street, PO Box 417, Stockbridge, MA 01262, and the Towns of Great Barrington, Lee, Lenox, and West Stockbridge, each Massachusetts municipal corporations with their respective principal offices at 334 Main Street, Great Barrington, MA 01230; 32 Main Street, Lee, MA 01238; 6 Walker Street, Lenox, MA 01240; and 21 State Line Road, West Stockbridge, MA 01266 (each, a "Town" and collectively, the "Towns"), as authorized by a vote of the Select Board of each Town, to enable the Towns to join together to establish and administer a program of shared inspectional and enforcement services to meet the general needs of each Town and fulfill their requirements to the Commonwealth. Specifically, the Towns intend to share the services of one qualified person who will serve as a Building Commissioner as well as one or more local inspectors who shall collectively serve as staff for the Five Town Municipal Inspections Department ("Department").

Article 2. Term

This Agreement shall take effect on the first day of July 2025, for a term running through June 30, 2028. The term may be extended for additional periods of such length as the Towns shall agree, acting through their respective Select Boards. This Agreement shall automatically renew for additional three-year terms unless a Town provides written notice of its intention not to extend by January 1 prior to the end of the term. Towns may also elect to withdraw from this Agreement by providing written notice to each other Town by January 1 prior to the end of the term, such termination to be effective as of 11:59 PM on the next following June 30th. A withdrawing Town shall remain responsible for any financial obligation incurred prior to June 30th.

Article 3. Lead Town and Procedures

The Town of Stockbridge shall act as "Lead Town" for the Towns, by employing a Building Commissioner ("Commissioner") and one or more local inspectors. All five Towns shall provide adequate office space, equipment, physical resources, and coordination for the performance of inspectional services and zoning enforcement, as determined by the Commissioner with the unanimous concurrence of the town managers/administrators in the five Towns. The costs shall be included in the annual assessment and allocated in accordance with Article 5.

Staff in the Department shall be considered employees of the Town of Stockbridge and be accorded all applicable benefits enjoyed by other Stockbridge employees as they are or shall be established. Department staff shall be hired by Stockbridge, based upon procedures promulgated and unanimously agreed to by each of the Town's managers/administrators.

Notwithstanding, it is acknowledged and understood that the Department's base of operations will be in Stockbridge, but that the Commissioner will be available to each other Town both by virtual/remote platform connection and in-person when needed. Furthermore, it is acknowledged and understood that existing office space exists in Great Barrington, Lee, Lenox, Stockbridge, and West Stockbridge that shall provide staff and public services substantially equivalent to expectations in existence prior to the commencement of this agreement. For that purpose, each Town shall provide such office space, physical

resources, and administrative assistance as is/are necessary for the Commissioner and his/her staff to perform the services and duties of the Department. If a Town withdraws from the Agreement, resources shall be adjusted accordingly, subject to agreement of the remaining Towns, as per Article 2.

Article 4. Shared Inspectional Services

The shared inspectional services department shall provide such services as are necessary and/or appropriate to meet the state and local requirements of each of the Towns as they relate to building, zoning, and related matters of code enforcement. To that end, the Commissioner and inspectors will have enforcement jurisdiction in each Town concerning any applicable General Laws, building code, and general/zoning by-laws as may from time to time be in effect. Any hearings resulting from the actions of the Commissioner and/or inspectors shall be held by the Select Board or other appropriate authority in the community in which the action originated notwithstanding action by the Commonwealth. Similarly, any proceeds from enforcement action - such as fines or court-imposed fines or their penalties will be paid to the community in which the enforcement action took place. Any costs, such as legal fees will be paid by the community in which the enforcement action took place. Should complaints be received concerning the action of the Building Inspector/Zoning Enforcement Officer, the Town manager/administrator from the community in which the action took place will attempt to resolve the matter.

Article 5. Funding Contributions

The Towns agree to share the annual costs of all costs including, but not limited to, salary, group health insurance, workers' compensation insurance, life insurance, vacation, sick time, professional development, post-employment liability, and all other applicable benefits of a Stockbridge employee. The percentage cost allocation shall be based on the average number of each Town's permits issued over the most recent three fiscal years for which data is available, which for fiscal year 2026 (FY26) shall be allocated as follows:

TOWN	PERMITS FY22 - FY24	PERCENTAGE	10% Minimum	Adjusted to 10% Min	Inspectors (Stockbridge)
GREAT BARRINGTON	377	29.8%	29.8%	29.6%	\$151,559
LEE	277	21.9%	21.9%	21.7%	\$111,357
LENOX	282	22.3%	22.3%	22.1%	\$113,367
STOCKBRIDGE	211	16.7%	16.7%	16.6%	\$84,825
West Stockbridge	119	9.4%	10.0%	10.0%	\$51,234
TOTALS	1266	100%	101%	100%	\$512,342

The Lead Town shall notify each Town, no later than February 1st of each year, the total annual assessment required by each Town, to allow an annual town meeting warrant for the costs of the commissioner for the next fiscal year. The Lead Town shall issue an invoice to each other Town for its cost share for the upcoming fiscal year. The invoice shall include a breakdown of the annual costs of the commissioner in sufficient detail to allow the other Towns to know the cost categories and amounts for each category.

The four other Towns shall pay their respective cost shares to the Lead Town in four equal installments on or before July 15th, October 1st, January 1st, and April 1st of the applicable fiscal year upon receipt of invoice from the Lead Town. By written agreement, the Towns may amend or change the amount and manner of paying the funding contributions. The Lead Town shall keep accurate records of the annual costs of the Department and the payments, reimbursements and contributions received on account thereof, which shall be available to the other Towns.

If a Town withdraws from the Agreement and the term of the Agreement continues, the funding contribution percentages of the remaining Towns shall be adjusted to reflect each remaining Town's relative share of the annual costs of the Department, subject to Article 2.

Article 6. Performance Evaluation

On an annual basis, the Commissioner shall be appraised by each Town manager /administrator, the results of which should be provided to each of the four Towns. A copy will also be included in the Commissioner's personnel file (in the Lead Town).

Article. 7 Liability, Indemnification

Pursuant to G.L. c. 40, §4A, and subject to the provisions of this Article, each Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Town or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. In the event that any claims, demands, suits, causes of action, costs, or expenses arise with respect to the Department's activities pursuant to the Agreement, and to the extent provided by said Chapter 258 and other applicable law, each Town agrees to indemnify, defend and hold harmless the other Towns from and against any such claims, demands, suits, causes of action, costs, and expenses, including reasonable attorney's fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the Town from whom indemnification is sought, or its agents, servants or employees. By entering into this Agreement, no Town has waived any governmental immunity or limitations of damages which may be extended to it by operation of law. This Agreement is by and between the Towns which have executed it and each Town confirms 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 8. Service Modification Approval

Any modifications to the scope, structure, or operation of the shared inspectional and zoning enforcement services under this Agreement shall require the approval of at least a majority of the town administrators/managers from the participating Towns. Such modifications include, but are not limited to, changes in staffing levels, budget allocations, enforcement procedures, or departmental policies.

Approval shall be documented through a formal vote conducted during a meeting of the town administrators/managers, and the results shall be recorded in an official memorandum. Any recommended changes that affect the IMA language shall be incorporated into this Agreement through an addendum signed by all participating Towns.

Article 9. Miscellaneous Provisions

- a. **Amendments:** This Agreement may be amended only by vote of the Select Boards of all the Towns, and any such amendment must be in writing and signed by each Select Board (or Town Manager/Administrator acting on behalf of a Board).
- b. **Entire Understanding:** This Agreement represents the entire understanding of the Towns 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 the following manner: Select Boards of each Town, shall appoint an authorized representative, within 30 business days of such written notice, to attempt to negotiate a resolution, and shall

notify each other of such appointee and the date of appointment. If a resolution is not achieved within thirty (30) days of the last-appointed representative, the Towns may, by mutual agreement, submit the matter to mediation or such other non-judicial dispute resolution process to which they agree. If costs are involved, they shall be shared proportionally according to cost shares stated in Article 5. In the absence of a mediated or upon failure of a resolution sixty (60) days after the commencement of such a process, any Town may seek relief in a court of competent jurisdiction. If a Town elects to seek such relief, that Town shall bear all such costs.

- e. **Binding Effect:** The terms and provisions of this Agreement shall be binding on and ensure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- f. **Maximum Financial Liability:** The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated annually by each Town for said purpose.
- g. **Cooperation:** The Towns agree to fully cooperate and provide all reasonable assistance to each other in the implementation of this Agreement and performance of each Party's obligations hereunder, and to exercise all reasonable efforts to amicably resolve any disputes that may arise under this Agreement.
- h. **Notice:** Any notice required to be given hereunder shall be by hand delivery; USPS certified mail return receipt requested; or recognized overnight courier service, and addressed to the applicable Town at the address stated above. Notice by mail shall be deemed effective three (3) days after deposit with the Postal Service.
- i. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, then the Towns shall be relieved of all obligations under that provision provided, however, that if the remainder of the Agreement remains sufficient to accomplish the purposes of the Agreement as provided for herein, it shall be enforced to the fullest extent permitted by law.