



TOWN OF LINCOLN

MIDDLESEX COUNTY MASSACHUSETTS

LINCOLN TOWN OFFICES
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Jim Hutchinson, Chair
Kim Bodnar
Jennifer Glass
Select Board

INTERMUNICIPAL AGREEMENT FOR SHARED BUILDING COMMISSIONER SERVICES Between the Towns of Lincoln and Carlisle, Massachusetts

RECITALS

WHEREAS, the Towns of Lincoln and Carlisle seek to improve the efficiency and effectiveness of building code enforcement services; and
WHEREAS, Lincoln employs a qualified Building Commissioner and is willing to provide such services to Carlisle; and
WHEREAS, Carlisle desires to obtain Building Commissioner services while maintaining its own local inspectional and administrative staff; and
WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Massachusetts General Laws Chapter 40, Section 4A;
NOW, THEREFORE, the Parties agree as follows:

I. PARTIES

This Intermunicipal Agreement ("Agreement") is entered into by and between the **Town of Lincoln, Massachusetts** ("Lincoln") and the **Town of Carlisle, Massachusetts** ("Carlisle") (collectively, the "Parties"), pursuant to Massachusetts General Laws Chapter 40, Section 4A.

II. PURPOSE

The purpose of this Agreement is to establish a shared Building Commissioner model to promote efficiency, ensure consistent enforcement of the Massachusetts State Building Code, and enhance service delivery across the participating municipalities.

III. EMPLOYMENT AND DESIGNATION

1. Lincoln shall serve as the employing municipality for the Building Commissioner ("Commissioner").
2. The Commissioner shall remain an employee of Lincoln for all purposes, including compensation, benefits, insurance, and collective bargaining (if applicable).

3. The Commissioner shall be duly appointed and authorized by Carlisle to act as Building Commissioner for Carlisle.

IV. FINANCIAL SAFEGUARDS

IV.A Statutory Compliance

The Parties shall otherwise comply with all applicable provisions of M.G.L. c. 40, § 4A.

IV. B Financial Records

Carlisle, either directly or through its accountant or agents, shall be entitled at its own expense to conduct periodic audits of all invoices, monthly activity reports and other records kept or prepared by Lincoln's Building Department in connection with this agreement in order to confirm the performance of all services and the accuracy of all invoices for such services.

V. SCOPE OF SERVICES

V.A General Duties

The Commissioner shall provide services including:

- Enforcement of the Massachusetts State Building Code (780 CMR)
- Review, approval, and issuance of building permits
- Oversight of inspections and code compliance
- Zoning interpretation and enforcement as applicable, including the authority to render formal zoning determinations and support enforcement actions in coordination with municipal officials
- Coordination with municipal boards, commissions, and staff
- Responding to inquiries from residents, property owners, contractors, and members of the public

V.B Services to Carlisle

The Commissioner shall provide services to Carlisle including:

- Supervision and direction of local inspectional staff
- Review and approval of building permits
- Provision of zoning opinions and enforcement
- General guidance and technical support
- Oversight of code enforcement activities

V.C Local Staffing Responsibilities

Carlisle shall maintain its own:

- Building, plumbing/gas, and electrical inspectors
- Administrative and clerical staff

All such personnel shall remain employees of Carlisle.

V.D Nature of Supervision

The Commissioner shall exercise professional and statutory oversight over Carlisle's inspectional services, including authority to direct code enforcement activities, review inspections, and require corrective actions. Carlisle staff remain Carlisle employees.

V.E Remote Service Delivery

Services may be provided remotely, including permit review, consultation, and coordination. Physical presence shall only be required as reasonably necessary.

V.F Schedule and Level of Effort (Carlisle)

The Commissioner shall establish a regular schedule to support Carlisle. Generally, no more than ten (10) hours per week shall be devoted to Carlisle services. Time may vary based on workload and emergencies.

VI. COMPENSATION AND PAYMENT TERMS

1. In consideration for the services provided under this Agreement, the Town of Carlisle shall pay to the Town of Lincoln an initial annual fee of **Fifty-Five Thousand Dollars (\$55,000)**. The Parties acknowledge that the annual fee represents a negotiated allocation of Lincoln's personnel, administrative, and overhead costs with providing the services described herein.
2. The annual fee shall be subject to an **annual inflationary adjustment of six percent (6%)**, applied at the beginning of each fiscal year during which this Agreement remains in effect.
3. For Fiscal Year 2027, the fee shall be **prorated** as follows:
 - For the pilot period (July 1, 2026 – December 31, 2026): 50% of the annual fee
 - For the continuation period (January 1, 2027 – June 30, 2027): 50% of the annual fee, subject to the applicable annual adjustment
4. Beginning July 1, 2027, and for each subsequent fiscal year, the full annual fee (as adjusted) shall apply.
5. The Town of Lincoln shall issue an invoice to the Town of Carlisle at the **start of each fiscal year (July 1)**.

6. Payment shall be due within **thirty (30) days** of receipt of invoice.
7. The annual fee is intended to cover all services provided under this Agreement unless otherwise mutually agreed in writing.

VII. SUPERVISION AND PERFORMANCE

The Commissioner shall report to the Lincoln Town Administrator, with input from Carlisle regarding performance and service delivery.

VIII. LIABILITY AND INSURANCE

VIII.A Limitation of Liability

Each Party shall be responsible for its own negligent acts or omissions, and those of its officers, employees, and agents, in connection with this Agreement, to the extent permitted by Massachusetts law. Each Party agrees to indemnify and hold harmless the other Party from and against any and claims, losses, damages, costs, and expenses, including reasonable attorney's fees, arising out of the indemnifying Party's negligent acts or omissions in connection with this Agreement, to the extent permitted by law. Nothing in this Agreement shall be construed as a waiver of any defense or limitation of liability available to either Party under M.G.L. c. 258, the Massachusetts Torts Claims Act. No Party shall be required to indemnify another Party for claims arising from the gross negligence or willful misconduct of the indemnified Party.

VIII.B Insurance

The Town of Lincoln shall maintain, for the duration of this Agreement, insurance coverage through the Massachusetts Interlocal Insurance Association (MIIA) or comparable coverage, including general liability and public officials liability, in amounts consistent with Massachusetts municipal practice. To the extent required by law or such coverage, the Town of Carlisle shall be named as an additional insured with respect to claims arising from the services provided under this Agreement.

IX. TERM AND PILOT PERIOD

This Agreement shall commence on **July 1, 2026** and continue through an initial six (6) month pilot period ending on **December 31, 2026**.

Prior to the conclusion of the pilot period, the Parties shall evaluate the effectiveness of the Agreement and determine whether to proceed.

If the Parties agree to continue beyond the pilot period, the Agreement shall extend for the remaining six (6) months of Fiscal Year 2027, from **January 1, 2027 through June 30, 2027**.

Thereafter, the Agreement shall continue for successive **three (3) year terms**, unless terminated as provided herein.

Either Party may terminate this Agreement for any reason; provided, however, that termination may occur only at the end of a fiscal year and written notice of intent to terminate is provided not later than **ninety (90) days prior to the end of the applicable fiscal year**.

In the event of termination, the Parties shall cooperate to ensure an orderly transition of services.

X. GENERAL PROVISIONS

X.A Amendments.

This Agreement may be amended only in writing. It shall be governed by Massachusetts law.

X.B. Dispute Resolution

The Parties shall use good-faith efforts to resolve any dispute arising under this Agreement. Any dispute that cannot be resolved by the Building Commissioner shall be referred to the Town Administrators of each Party. If the dispute remains unresolved, the matter shall be submitted to nonbinding mediation by mutual agreement of the Parties prior to the initiation of litigation, unless the Parties mutually agree otherwise.

X.C Notices

Any notice required under this Agreement shall be in writing and shall be delivered by hand, certified mail, or electronic mail, to the following addresses, or to such other addresses as a Party may designate by written notice:

Town of Lincoln
Lincoln Town Administrator
16 Lincoln Road
Lincoln, MA 01773
Email: Selectboard@lincolnma.gov

Town of Carlisle
Carlisle Town Administrator
66 Westford Street
Carlisle, MA 01741
rmclane@carlislema.gov

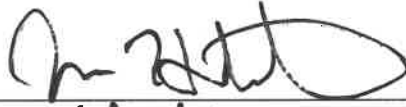
XI. AUTHORIZATION AND EXECUTION

Authorized by vote of each Select Board and executed by the Select Board and Town Administrator.

SIGNATURES

TOWN OF LINCOLN

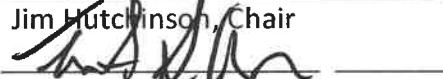
For the Select Board: _____



Jim Hutchinson, Chair

Date: 6/8/26

Town Administrator: _____



Timothy S. Higgins

Date: 6/8/26

TOWN OF CARLISLE

For the Select Board: _____

Scott Triola, Chair

Date: _____

Town Administrator: _____

Ryan McLane

Date: _____