CHARLES RIVER PUBLIC HEALTH DISTRICT
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter "Agreement"), is entered into by and between the towns of Needham, Dover, Medfield, and Sherborn (hereinafter referred to collectively as the "Municipalities," and individually as a "Municipality") on this ___ day of 2024 (hereinafter referred as "the Effective Date"), as follows:

WHEREAS, the Town of Needham was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health's (SCLRPH) June 2019 Report (the "Grant Program"); and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH's June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth in the manner provided for in this Agreement; and

WHEREAS, the Town of Needham, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall serve as and hereinafter be referred to as the "Grant Administrator"; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A.

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the Charles River Public Health District, which shall hereinafter be referred to as the "Collaborative." The Collaborative shall act by and through the Grant Administrator, the Lead Municipality, the Shared Services Coordinator, and the Advisory Board (all as defined herein). The Collaborative will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of Needham and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff

and resources of the Municipalities are supplemented, additional staff is provided and may be used to provide cross-jurisdictional services, investigations, enforcement and data reporting, and greater collaboration among existing community staff may be encouraged (the "Shared Services Program").

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire when the funds awarded from the Grant Program are exhausted or otherwise become unavailable, when terminated in accordance with this Agreement, or after twenty-five (25) years from the Effective Date, whichever occurs first. Nothing contained herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds to the fullest extent allowed pursuant to G.L. c. 40A, §4A, with the written consent of all parties hereto.

3. Lead Municipality. During the term of this Agreement, the Town of Needham shall act as the "Lead Municipality." As Lead Municipality, the Town of Needham is authorized to:
   a. Oversee the Grant Program and the Shared Services Program.
   b. Act for the Collaborative with respect to all grant applications to be submitted in connection with the Shared Services Program, and with respect to all gifts and grants received collectively by the Municipalities in connection with the Shared Services Program.
   c. Act as the Municipalities' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.
   d. Retain 15% of the funds received through the Grant Program as an administrative assessment for purposes of offsetting time, labor and expenses associated with administering the Grant Program.
   e. Hire and employ the Shared Services Coordinator, subject to the input of the Advisory Board.
   f. Hire and employ the staff of the Collaborative, subject to the input of the Advisory Board.
   g. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any staff working on behalf of the Collaborative shall be considered employees of the Town of Needham and shall be accorded all benefits enjoyed by other Town of Needham employees within the same classification as they are or shall be assigned by the Town of Needham.

4. Shared Services Coordinator. The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services

contemplated under this Agreement. The Shared Services Coordinator shall report regularly to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

a. Composition: The Board of Health from each Municipality shall appoint one member and one alternate member to the Advisory Board. The Shared Services Coordinator shall serve as a non-voting member of the Advisory Board, except as specifically provided for below. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.

b. Voting: Each participating Municipality shall be entitled to one vote on the Advisory Board. An alternate member may vote where the member from that Municipality is absent. Every voting member shall have an equal voice in determining shared priorities and other matters within the jurisdiction of the Board.

c. Quorum: Four (4) voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by unanimous vote of members present and voting unless otherwise specifically provided for herein.

d. Roles and Responsibilities of the Advisory Board:
   1) Meet on a regular basis and at least quarterly.
   2) Develop annual and long-term goals for the Collaborative.
   3) Advise the Lead Municipality and Shared Services Coordinator on Collaborative staff priorities.
   4) Collaborate in developing a sustainability plan for Charles River Health District.
   5) Adopt policies for the Collaborative, consistent with the jurisdiction and responsibilities of the various parties and officials otherwise provided for in this Agreement.
   6) Review and provide recommendations on operating budgets to the Shared Services Coordinator.
   7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").

8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
9) Review financial status and financial statements provided by the Shared Services Coordinator.
10) Review and provide recommendations on reports from staff.
11) Make requests that the Lead Municipality hire and/or terminate shared services employees or contractors.
12) Provide input to the Lead Municipality and Shared Services Coordinator relative to the annual performance reviews of shared services employees and contractors and provide input to the Lead Municipality relative to the annual performance review of the Shared Services Coordinator.

e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

a. Each Municipality consents to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.

b. Each Municipality will appoint and maintain two Advisory Board representatives at all times to represent its interests under this Agreement.

c. Each Municipality will use best efforts to ensure that at least one of its appointees to the Advisory Board will attend each Advisory Board meeting (either in-person or via remote access) throughout the life of this Agreement.

d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.

e. Each Municipality will assist in collecting the necessary data as agreed to by the Collaborative and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will

include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

f. Each Municipality may request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.

g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of Needham pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Needham and held as a separate grant account and may be expended under the direction of the Grant Administrator under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for purposes consistent with the Shared Services Program and in compliance with any established guidelines of the Grant Program.

   The Grant Administrator may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

   The Town of Needham, as the holder of Grant Program funds, will pay invoices for expenses associated with the Shared Services Program within 30 days, subject to the budget to be approved by the Shared Services Coordinator and availability of funds; provided, however, that the Town of Needham shall not be obligated to supply any appropriation or funding or incur any cost in excess of the amounts available to the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

   Annually, the Shared Services Coordinator will develop and approve a public health services budget for contractual shared services. Such budget shall be subject to availability of grant funds and shall be subject to review and comment by the

Advisory Board. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Town of Needham. It is the intention of Town of Needham, acting by and through the Grant Administrator, to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will seek and allocate municipal funds to continue participation. The Grant Administrator and Shared Services Coordinator will work together to provide each Municipality with sufficient notice to allow that Municipality's funding authority time to review and act on any such requested appropriation. Until grant funds are fully expended, there will be no cost to the participating Municipalities, unless each Municipality authorizes an appropriation for the same as set forth herein . Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written amendment of this Agreement would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Town of Needham and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request that the Advisory Board add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only pending sufficient availability of grant funds, a determination that the adjustment of services is consistent with the Grant Program, and after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

   The Collaborative, through a vote of the Advisory Board, may authorize application on its behalf by the Lead Municipality for other grants, opportunities, funds, and awards for shared services. The Advisory Board must approve any and all grants or grant applications submitted for the Collaborative.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and shall remain an employee of the employee's Municipality for purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law. Said

Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Lead Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses. To the fullest extent permitted and as limited by law, the Collaborative and the Municipalities mutually agree to defend, indemnify and hold each other harmless against all claims for bodily injury, death or property damage cause by the acts or omissions of the Collaborative or any of the Municipalities.

    The Town of Needham and the Municipalities shall each obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence and $3,000,000 aggregate for bodily injury, death and property damage claims. The Municipalities shall be included as additional insureds under each such policy on a primary and non-contributory basis.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.

12. Withdrawal. Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months

prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board and pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the withdrawing Municipality through a Shared Services Program project, service, or program will be the property of the Collaborative and remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of all Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.

14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.

15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.

16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Select Board.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of DOVER:

_____ (contact name)

_____ (email)

_____ (phone)

_____ (address)

Town of MEDFIELD:

_____ (contact name)

_____ (email)

_____ (phone)

_____ (address)

Town of NEEDHAM:

_____ (contact name)

_____ (email)

_____ (phone)

_____ (address)

Town of SHERBORN

_____ (contact name)

_____ (email)

_____ (phone)

_____ (address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

_____ _____

Town of DOVER Select Board Date

_____ _____

Town of DOVER Board of Health Date

_____ _____

Town of MEDFIELD Select Board Date

_____ _____

Town of MEDFIELD Board of Health Date

Town of NEEDHAM Select Board	Date
Town of NEEDHAM Board of Health	Date
Town of SHERBORN Select Board	Date
Town of SHERBORN Board of Health	Date