

**Agreement between
the Town of _____
and the County of Dukes County
for provision of the Island Senior Services**

THIS AGREEMENT is entered into by and between the **Town of _____** ("Town" or "Municipality"), as one of the municipalities interested in providing **Island Senior Services** and the **County of Dukes County** ("*the County*").

WHEREAS, Pursuant to M.G.L. Ch. 40 Sec. 4A the municipalities have entered into an Agreement for the sharing of public services creating a common service, known as the "Island Senior Services" (herein, the "ISS") in order to improve local access to services for senior that would meet the community and regional needs and be provided by trained and experienced professionals. The regional service will offer a comprehensive set of services, which may include including Supportive Day Program, Medical Taxi Program, various nutritional programs for seniors, referrals to other service providers and resources, as well as grant writing to support financing the ISS (see Scope of Services attached);

WHEREAS, the municipalities participating in the ISS are seeking to engage the County as a Host Agency to provide comprehensive fiscal, staffing, and programmatic services on behalf of the ISS;

WHEREAS, the Municipality pursuant to M.G. L. C. 40, s.4A has obtained authorization to enter into this Agreement by vote of its Board of Selectmen,

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

1. Term.

The term of this Agreement shall be one (1) year starting on July 1, 2015, pending annual appropriation and execution by the Town and the County. It shall renew automatically thereafter unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 11.

2. Governance Structure.

The County's operation of the ISS shall be supervised and guided by the following bodies.

A. The Dukes County Advisory Board organized and established pursuant to the provisions of Massachusetts General Laws chapter 35, section 28 (herein, the "CAB") shall have the following responsibilities:

- a) The CAB shall approve the operating budget of the ISS for each fiscal year;
- b) The net expenses of operation of the ISS to be assessed to the Towns shall

be approved and voted on in accordance with section 5 of this Agreement, and shall not be assessed in accordance with the formula or procedures specified by General Laws chapter 35, sections 30 and 31;

- c) The CAB shall annually review the ISS's financial status, including municipal funding, grant funding and donations, and report thereon to the County and the Towns.

B. Oversight Board

The general operation of the ISS shall be supervised by an Oversight Board to be created by the parties, The Board shall consist of: the County Manager, one appointee (appointed by the Board of Selectmen) from each member Municipality and the Council of Aging Director from each member Municipality. Each member shall have one vote. The Oversight Board shall meet at least twice a year. Meetings may be called by either the Chairman of the Oversight Board or the County Manager. The Oversight Board's Responsibilities shall include the following:

- a) Adopt annual and long-term goals for the ISS and set priorities;
- b) Adopt any ISS-wide policies and regulations;
- c) Review financial status including municipal funding, grant funding and donations and make recommendations to the CAB.

The County agrees to operate the ISS in conformance with the policies and procedures duly adopted by the Oversight Board. The Oversight Board shall be convened by the County Manager and the Oversight Board Chair.

C. ISS Community Advisory Committee

The parties shall also create a Community Advisory Committee ("CAC"), whose makeup and responsibilities shall be as follows:

- Composition: Members may be members of the Martha's Vineyard Center for Living, Inc. I thought the Martha's Vineyard Center for Living, Inc. was supposed to go out of existence and that it's employees were to become County employees and come off of Edgartown's payroll. I don't see any mention of that. We need to clarify status of the Center for Living and the status of its employees. Board of Directors or of the community at large.
- Roles and Responsibilities: The CAC shall meet at least three times per year to provide community input regarding ISC services, funding, grant opportunities and strategic planning. Following each meeting the CAC will send a meeting summary report to the Oversight Board, the Martha's Vineyard Center for Living, Inc. (same comment as above) and the County Manager.

3. Obligations of Host Agency.

The County shall provide the following services to the Town:

- a) Hire and supervise staff to provide the municipalities with services as outlined in this agreement.
- b) Administer grants to support ISS Board goals
- c) Ensure compliance with all reporting requirements to all grantors
- d) Prepare reports on financial status to Oversight Board and the CAB
- e) Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, and Conflict of Interest
- f) Hire, supervise, and discipline staff. Hiring processes and annual goal setting will be done in collaboration with members of the ISS CAC. Staffing shall be provided by contracting with the Martha's Vineyard Center for Living, Inc. (same comment as above).

- g) Financial management for all funds and invoices related to ISS operations
- h) Creation and maintenance of a public records tracking system
- i) Ensure that financial management and expenditure meets grantor, state, and federal standards, and the County financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing
- j) Invoice member communities for ISS membership assessments
- k) Procure any needed services, in compliance with relevant laws
- l) Contract with legal counsel
- m) Provide personnel policies and benefits administration
- n) Provide liability insurance for ISS staff
- o) Provide office and program space for ISS staff, as needed. The County is to be reimbursed for expenses associated with the use of the space.
- p) Attend Oversight Board and CAB meetings

4. Obligations of the Town.

The Board of Selectmen shall ensure that there is one person appointed as representative to the Oversight Board. The appointee shall actively participate in the governance of the ISS by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in their communities. The Town agrees to provide the following services to ensure that the County provides quality, efficient delivery of service:

- a. Appoint a member to the Oversight Board. Resignation and/or change in town's representative are to be submitted in writing to the Dukes County Manager at the earliest possible convenience.
- b. Refer relevant complaints of any kind to the County Manager and the ISS Director as soon as possible.
- c. Assist the County Manager and the ISS Director in establishing work tasks and priorities.
- ~~d. Communicate any concerns about the program first to the County Manager in writing.~~
- ~~e.d.~~ Provide prompt review of staff reports and other materials.
- ~~f.e.~~ Ensure prompt payment of invoices

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5. Municipal Membership Assessments.

All services rendered by the County shall be provided pursuant to a budget and budget assessment formula approved jointly by the CAB and the County through the annual budget process. The County shall submit invoices for payment semi-annually to the Towns. Re-evaluation of the assessment shall be conducted annually prior to November 20th and notification of municipal assessments for the next fiscal year will be provided to the Boards of Selectmen no later than December 1st.

The Town's maximum financial liability under this contract will be communicated no later than December 1st of the previous fiscal year. Any financial commitments of the Town as a party to this Agreement is subject to appropriation at the town meeting and shall not exceed the amounts so validly appropriated. If ISS received grant funding for current activities in excess of the amount budgeted for in the current fiscal year the excess funds will be used to offset the cost of the

program in the next fiscal year and overall lower the town assessment by that amount.

6. Indemnification and Insurance.

The County shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the County's performance under this agreement but only to the extent and in an amount for which the County would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The County and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 (check with our insurance carrier about these amounts) aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

7. Waivers.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the County. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

8. Amendments

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with all other regulations and requirements of law.

9. Force Majeure.

Neither the Town nor the County shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of the enemy, wars, natural disasters, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party

whose performance is affected notifies the other promptly of the existence and nature of such delay.

10. Assignability

The County shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town.

11. Termination

This agreement may be terminated for the following fiscal year starting July 1st by the Town for any reason by written notice received by the County no later than November 1st of the prior year. The termination notice must be sent by hand delivery or certified mail, return receipt requested. Such notice shall be signed by authorized officials of the Town, including the Board of Selectmen. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Oversight Board and the County shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the withdrawing Town shall not expect any of its residents to receive ISS service. Upon such termination, the County shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the Town for payment within thirty (30) days thereafter.

12. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the agreement continues to reflect the intention of the parties.

13. Governing Law.

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

14. Notices.

Any notice permitted or required hereunder to be given or served on the Town and/or the County shall be in writing signed in the name of or on behalf of the party 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 via the United States Postal Service as set forth below:

- Board of Selectmen, Town of ____ ____ (Address)
- Martina Thornton, County Manager, County of Dukes County, P.O. Box 190, Edgartown, MA 02539

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

Town of
Board of Selectmen Chair

Date

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Martina Thornton, County Manager

Date

