

Agreement between
the Town of Edgartown
and
the County of Dukes County
for provision of the Health and Human Services
Made as of the 5^h day of August, 2019

THIS AGREEMENT is entered into by and between the **Town of Edgartown** ("Town" or "Municipality"), as one of the municipalities interested in providing various health and human **services** and the **County of Dukes County** ("*the County*").

WHEREAS, Pursuant to M.G.L. Ch. 40 Sec. 4A the Municipality desires to enter into an Agreement for the sharing of public services by creating a common service, known as the "Dukes County Health and Human Services" (herein, the "DCHHS"), in order to improve local access to services for island residents that would meet the community and regional needs and be provided by trained and experienced professionals, and to offer a comprehensive set of specific health and human services as outlined in the Scope of Services attached hereto, ;

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

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 the covenants contained herein, intending to be legally bound hereby, agree as follows:

1 . Term.

The term of this Agreement shall be one (1) year starting on July 1, 2019, pending annual appropriations by the Town and the County. It shall renew automatically thereafter for additional one-year periods 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 DCHHS 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 annually review the DCHHS's financial status and recommendations of the Oversight Board
- b) The CAB shall approve the operating budget of the DCHHS for each fiscal year; including the anticipated amounts of net expenses of operation of the various DCHHS programs to be assessed to the participating towns. The CAB vote shall be taken 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;

B. Oversight Board

The general operation of the DCHHS 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 (participating town). Each appointee and the County Manager shall have one vote, and action may be taken by majority vote. Meetings shall be held at least four times a year. Meetings may be called by either the Chair 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 DCHHS and set priorities;
- b) Adopt any DCHHS-wide policies and regulations;
- c) Review financial status including municipal funding, grant funding and donations and make recommendations to the CAB.
- d) Report to their appointing authority regarding DCHHS programs.

The County agrees to operate the DCHHS in conformance with the policies and procedures duly adopted by the Oversight Board.

3. Obligations of Host Agency.

The County shall provide the following services to the Town:

- a) To the extent permitted by law delivery of services shall be provided by contracting with various providers to assure most effective and efficient delivery of services.
- b) Supervise County Staff to provide the member Municipalities with services as outlined in this Agreement.
- c) Administer grants to support various DCHHS programs
- d) Ensure compliance with all reporting requirements to all grantors
- e) Prepare reports on financial status to Oversight Board and the CAB
- f) Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, and Conflict of Interest
- g) Financial management for all funds and invoices related to DCHHS operations
- h) Creation and maintenance of a public records tracking system for all documents related delivery of services under this contract.
- i) Ensure that financial management and expenditure meets grantor, state, and federal standards, and that the County financial policies and practices are met.
- j) Invoice member communities for DCHHS membership assessments
- k) Procure any needed services, in compliance with relevant laws
- l) Contract with legal counsel
- m) Provide personnel policies and benefits administration for County Staff
- n) Provide liability insurance for DCHHS staff
- o) Provide office and program space for DCHHS staff, as needed. The County is to be

reimbursed through the DCHHS budget for expenses associated with the use of the space.
p) Attend, through its designated representatives, Oversight Board and CAB meetings

4. Obligations of the Town. The Town agrees as follows:

- a. The Board of Selectmen shall appoint one person as representative to the Oversight Board. The appointee shall actively participate in the governance of the DCHHS by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in the community. The Town agrees to provide the following services to ensure that the County provides quality, efficient delivery of services:
- b. Any resignation, appointment or any other change in Town's representative are to be submitted in writing to the Dukes County Manager at the earliest possible convenience.
- c. Refer relevant concerns of any kind to the County Manager in writing as soon as possible.
- d. Assist the County Manager in establishing priorities for each program.
- e. Ensure prompt payment of invoices issued to the towns for its membership assessments to the extent authorized pursuant to paragraph 5 below.

5. Municipal Membership Assessments.

All services rendered hereunder 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 town agrees to pay a 5% administrative fee to the County for services rendered by the County relative to this agreement. The County shall submit invoices for payment semi-annually to the participating towns. Re-evaluation of the assessment by the CAB 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 financial liability under this Agreement will be communicated for budgeting purposes no later than December 1st of the previous fiscal year. Any financial commitment or obligation of the Town as a party to this Agreement is subject to and contingent on appropriation by the Town Meeting and shall not exceed the amounts so validly appropriated. If DCHHS receives grant funding for current activities in excess of the amount budgeted for in the current fiscal year the excess funds will be returned to the Town after a final audit is done. If the cost of running the program exceeds the appropriated amounts due to unforeseen circumstances, after approval by the CAB the amount will be submitted as supplemental request as part of the next year's budget request.

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 kind 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 or arising out of or related to 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 shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for injury, death and property damage arising out of any one occurrence, and in the amount of \$3,000,000 aggregate against any and all claims for injury, death or property damage arising out of or related to this Agreement. Said insurance shall name the Town as an additional insured on a primary basis to the extent allowed by applicable law and, on request, the County shall deliver to the Town a certificate of insurance showing the same.

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 the Town and the County, and complies with all other 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 or negligence ("force majeure"). 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 force majeure, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

10. Termination

This Agreement may be terminated by the Town for any reason, effective for the following fiscal year starting July 1st, 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. Except as otherwise provided herein or by separate agreement between the Town and the County, 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 any unexpired portion of the Term following such termination. Upon such termination, the Town shall not expect any of its residents to receive DCHHS service. Upon such termination, the County shall prepare full statements of the Town's outstanding unpaid financial obligations under this Agreement and present the same to the Town for payment within thirty (30) days thereafter.

11. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction or other authority mutually recognized by the parties, 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.

12. Governing Law.

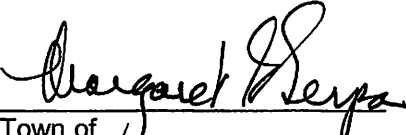
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. 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, to the addresses set forth below:

- Board of Selectmen, Town of Edgartown, 70 Main St, Edgartown Ma, 02539
- 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

8-5-2019

 Date

 Martina Thornton, County Manager

 Date