

**INTERMUNICIPAL AGREEMENT BETWEEN THE
TOWNS OF TOPSFIELD, MIDDLETON, AND BOXFORD
FOR SHARED HEALTH INSPECTOR SERVICES**

THIS AGREEMENT dated as of October 17, 2022 (“Agreement”) by and between the **TOWN OF TOPSFIELD**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as “Topsfield”), and the **TOWN OF MIDDLETON**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as “Middleton”) and the **TOWN OF BOXFORD**, as a Massachusetts municipal corporation, acting by and through its Select Board (Hereinafter referred to as “Boxford” (collectively, the parties shall hereinafter be referred to as the “Tri Town Municipalities”).

WHEREAS, the Tri Town Municipalities of Topsfield, Middleton and Boxford have each determined that it is mutually beneficial to share between them the services and costs of a Health Inspector as more fully described herein;

WHEREAS, Topsfield has received grant funds sufficient to fully fund the payroll costs associated with a Health Inspector;

WHEREAS, Middleton is willing and able to serve as the Lead Party, as set forth below, and to hire and directly employ the Health Inspector contemplated by this Agreement;

WHEREAS, each Tri-Town Municipality has authority to enter into this Agreement pursuant to G.L. c. 40, §4A and has obtained authorization by vote of its Select Board as attested to by certified copies thereof attached hereto in **Appendix A**;

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

1. PURPOSE

The purpose of this Agreement is to establish a contractual relationship between the Municipalities of Middleton and Topsfield for a shared Health Inspector to serve the Tri-Town Municipalities pursuant to the *Memorandum of Understanding for the Establishment and Maintenance of the Essex County Tri-Town Shared Health Initiative dated December 2021*, which is attached hereto in **Appendix B** (the “Tri-Town MOU”), the terms of which are expressly incorporated herein. The Health Inspector shall be employed by Middleton and the position shall be funded in whole with grant funds received by Topsfield through the Commonwealth of Massachusetts Office of Local and Regional Health’s Public Health Excellence Grant Program for Shared Services (RFR - 214333) (the “Grant”).

It is the intent of the parties that all payroll costs, including benefits, and expenses associated with the Health Inspector be entirely funded through the Grant. The Tri-Town Municipalities shall not be required to incur any costs or expenses beyond those that may be funded with the Grant, and for which Grant funds are available, without an additional written agreement relative thereto.

2. LEAD PARTY

A. The Tri-Town Municipalities hereby designate Middleton as the Lead Party.

B. The Lead Party shall:

- i. Employ through its standard personnel practices a Health Inspector. All necessary steps in the hiring process of the Health Inspector and maintenance of related employment records shall be the direct responsibility of the Lead Party, provided, however, all management and employment decisions, including hiring and discipline, shall be made upon mutual agreement of the Tri-Town Municipalities, notwithstanding any provision in the Tri-Town MOU to the contrary.
- ii. Provide all fringe benefits based on position classification to which the Health Inspector is entitled under the Lead Party's (Middleton's) standard personnel practices, though such benefits shall be funded with Grant funds and included in the annual budget provided for under Section 6 of this Agreement;
- iii. Maintain separate, accurate, and comprehensive records of all services performed by the Health Inspector for each Tri-Town Municipality. All bills and payrolls submitted for work performed under this Agreement shall be plainly marked to indicate that the work was done under the authority hereof.
- iv. Bill Topsfield for payroll and fringe benefits quarterly; the last bill not to be greater than three weeks past the end of the fiscal year or termination date of the Grant. Issue a financial report that accounts for payroll and fringe benefits for each fiscal year to Topsfield.

C. Topsfield shall:

- i. Be responsible for all costs and expenses associated with the Health Inspector up to the limit of the Grant funds, including, but not limited to, payroll expenses and the cost of equipment essential to the performance of the Health Inspector's duties and that are eligible expenses payable with Grant funds. Topsfield shall not be responsible for any costs or expenses under this Agreement in excess of the Grant funds available to it.
- ii. Be responsible for Grant management and reporting for the Health Inspector position in accordance with the Grant requirements, as provided for in the Tri-Town MOU.
- iii. Be responsible for notifying the Lead Party of any changes to the Grant status and for filing any grant extensions or renewals available for maintaining the Health Inspector position.

D. The Tri-Town Municipalities agree not to incur any costs or expenses associated with the Health Inspector position in excess or outside the scope of the Grant funds.

3. SHARED HEALTH INSPECTOR

A. The Health Inspector shall perform for each Tri-Town Municipality the duties listed in the job description attached hereto in **Appendix C**. Changes to the job description shall not be made without the approval of the Topsfield, Middleton, and Boxford Health Directors by the Middleton Assistant Town Administrator/HR Director.

- B. The Health Inspector shall provide services for the Tri-Town Municipalities pursuant to the terms of the Tri-Town MOU and management decisions made thereunder. The Health Inspector's staffing schedule, such as office hours, inspections, and availability for inquiries, shall be determined jointly by the Tri-Town Municipalities pursuant to the Annual Workplan provided for under the Tri-Town MOU, and the collaborative process provided for under said Tri-Town MOU. The Tri-Town Municipalities shall meet at reasonable intervals to discuss allotment of time, service requests, and all other management decisions related to the Health Inspector.
- C. Supervision of the Health Inspector shall be provided by the Middleton Public Health Director or his/her designee when the Health Inspector is performing services for Middleton, provided Middleton shall not interfere with Topsfield's obligation to ensure the Health Inspector is performing his/her duties in compliance with the Grant requirements. Operational supervision of duties and responsibilities of the Health Inspector while performing services for Topsfield shall be provided by the Topsfield Health Director or his/her designee. While providing services in or for Topsfield or the Town of Boxford under this Agreement, the Health Inspector shall be deemed to be engaged in the service and employment of the Lead Party, notwithstanding that such service, activity or undertaking is being performed in or for Topsfield or the Town of Boxford. All duties and activities in all Tri-Town Municipalities shall be within the constraints of the Public Health Excellence Grant requirements and the Tri-Town MOU between the municipalities.
- D. An annual performance evaluation of the Health Inspector will be prepared by the Lead Party with input from the Topsfield Health Director and the Boxford Health Director. Any disciplinary action rising to the level of potential suspension or termination of the Health Inspector shall be executed by the Lead Party in accordance with its standard personnel practices, but such decisions shall be made in consultation with and with the consent of the Topsfield Health Director, as the party responsible for the Grant.

4. ALL PARTIES

- A. Notwithstanding any other provision of this Agreement, each Tri-Town Municipality, at its own cost and expense, shall provide the Health Inspector with the necessary office space and office supplies. If any Tri-Town Municipality elects to provide the Health Inspector with a uniform, such costs shall be borne by the issuing Municipality.
- B. Each Tri-Town Municipality shall supply the Health Inspector with access to complete copies, including supplements and revisions, of its respective personnel contacts and agreements, records and files, supporting documents and by-laws relevant to the position and services being provided.
- C. All files produced by, submitted to, or relating to the services provided by the Health Inspector, including closed and inactive files, records and supporting documents shall be permanently stored at the office of each respective Tri-Town Municipality for or by which the documents were generated.
- D. The Tri-Town Municipalities agree to allow the Health Inspector to use such vacation, sick and personal days and other paid leave as they may be entitled to receive under the standard personnel practices of the Lead Party. No Tri-Town Municipality shall make

any demand on or take any action with respect to the Health Inspector that is in violation of their rights under personnel policies of the Lead Party or under any applicable laws.

- E. Prior to the adoption of the Annual Workplan provided for under the Tri-Town MOU, the Lead Party, with the assistance of the Health Inspector, will prepare a report of the activities of the Health Inspector during the preceding 12-month period.

5. TERM /TERMINATION

- A. The initial term of this Agreement shall be October 17, 2022 through June 30, 2023 (the “Initial Term”). Thereafter, the term of this Agreement shall automatically renew on an annual basis for additional one-year terms (“Extended Terms”), unless sooner terminated or unless either party, by vote of its Select Board, votes to withdraw from the Agreement or the Tri-Town MOU in a manner consistent with the withdrawal process provided for under the Tri-Town MOU. Termination of this Agreement shall be effective 90-days from the date of the withdrawing parties written notice of termination.
- B. In the event that any Tri-Town Municipality votes not to renew this Agreement during either the Initial Term or an Extended Term, the Tri-Town Municipalities shall continue to perform all obligations under this Agreement until the effective date of termination.
- C. Termination or breach of this Agreement shall not relieve any Tri-Town Municipality from any financial obligations that by agreement extends beyond the termination date.
- D. Should Topsfield not receive Grant funding in any fiscal year, this Agreement shall automatically terminate.

6. BUDGET AND ASSESSMENTS

- A. The Lead Party shall establish for each fiscal year the annual operating budget for the provision of shared Health Inspector services (hereinafter “Budget”), which shall not exceed the Grant funds available to Topsfield for such services. The Budget shall include, but not be limited to, the cost of the Health Inspector’s wages, taxes, benefits (retirement contributions, health insurance, life insurance, unemployment compensation, workers compensation, paid time off, etc. based on the positions classification), liability insurance, stipends, recruitment costs, seminars, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- B. Prior to the adoption of the Annual Workplan provided for under the Tri-Town MOU, the Lead Party shall prepare and distribute a report summarizing the costs and budget of the Health Inspector position for the upcoming fiscal year. Such budget shall be subject to approval by the Topsfield Health Director.
- C. Topsfield shall pay all costs and expenses included in the Budget for which Grant funds are available.

7. ASSIGNMENT

No Tri-Town Municipality 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 the others.

8. CONFLICT RESOLUTION

The Topsfield Health Director and Middleton Health Director and the Boxford Health Director shall confer periodically to address matters of policy, operations and logistics as may be necessary. The Tri-Town Municipalities may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Tri-Town Municipality and changes to the allocation of the Health Inspector's time. Any recommendations to adjust the Health Inspector's schedule or resolve a conflict must be made by a unanimous vote of the Tri-Town Municipalities and the rights, duties, and obligations provided for under the Tri-Town MOU. The Lead Party of the Health Inspector position shall be charged with communicating any changes, as applicable, to the employee holding the Health Inspector position, based on the joint decision of the Tri-Town Municipalities.

9. AMENDMENTS

Except as otherwise expressly provided herein, this Agreement may be amended only by prior written approval of the Tri-Town Municipalities, with authorization from the respective governing bodies.

10. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Tri-Town Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance therewith. In particular, but without limiting the generality of the foregoing, the Tri-Town Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Tri-Town Municipalities will remain bound hereunder subject to such modified terms.

11. NOTICES

Any notice permitted or required hereunder to be given or served on any Tri-Town 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, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For TOPSFIELD: Town of Topsfield
ATTN: Health Director
8 W Common St
Topsfield, MA 01983

For MIDDLETON: Town of Middleton
ATTN: Health Director
48 S Main St
Middleton, MA 01949

For BOXFORD: Town of Boxford
ATTN: Health Director
7A Spofford Road
Boxford, MA 01921

All notices shall also be sent via email on the date mailed.

12. MISCELLANEOUS PROVISIONS

- A. **No Waiver of Immunity:** It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Tri-Town Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- B. **Entire Understanding:** This Agreement, along with the appendices represents the entire understanding of the Tri-Town Municipalities with respect to the subject matter.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- D. **Binding Effect:** All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- E. **Headings:** The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- F. **Joint Drafting:** Each Tri-Town Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For the TOWN OF TOPSFIELD

By its Select Board:

Shirley Herb

Date: 10-17-22

Amye Bernady

Date: 10-17-22

James K. B...

Date: 10-19-22

Date:

Date:

For the TOWN OF MIDDLETON

By its Select Board:

[Signature]

Date:

Deborah Carbone

Date:

[Signature]

[Signature]

Date: 11-1-22

Date:

Date:

For the TOWN OF BOXFORD

By its Select Board:

Date:

Date:

Date:

Date:
