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CITY OF AMESBURY, MA

**CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE**

SPONSORED BY: Kassandra Gove **BILL No. 2025- 016**
Kassandra Gove, Mayor

An Order to authorize the Mayor to enter into an intermunicipal agreement pursuant to the provisions of MGL CH.40 § 4A for the provisions of participation in the Public Health Excellence (PHE) for Shared Services Grant from the Massachusetts Executive Office of Health and Human Services Department of Public Health.

Summary: This order will authorize the Mayor to enter into an intermunicipal agreement pursuant to the provisions of MGL CH.40 § 4A for the provisions of participation in the Public Health Excellence (PHE) for Shared Services Grant from the Massachusetts Executive Office of Health and Human Services Department of Public Health. Participation in this program was approved by the City Council on June 27, 2023 with Bill No. 2023-061, and the FY25-FY27 grant allocation was accepted by City Council on May 28, 2024 with Bill No. 2024-062. Amesbury serves as the lead municipality with the group consisting of Georgetown, Groveland, Merrimac, Newbury, and Rowley.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to enter into an intermunicipal agreement pursuant to the provisions of MGL CH.40 § 4A for the provisions of participation in the Public Health Excellence (PHE) for Shared Services Grant from the Massachusetts Executive Office of Health and Human Services Department of Public Health.

Merrimack Valley Public Health Alliance
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Amesbury, Georgetown, Groveland, Merrimac, Newbury, and Rowley, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Amesbury, in its capacity as Host Agent of the Merrimack Valley Public Health Alliance, (hereinafter referred to as “MVPHA”) this ____ day ____ 2024, as follows:

WHEREAS, the City of Amesbury was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional shared public health services program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; 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 by entering this Agreement; and

WHEREAS, the City of Amesbury, having entered into an agreement with the Commonwealth of Massachusetts that governs its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through a program manager appointed by the City, and

WHEREAS, each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A, through the Select Board in the case of towns and the City Council, with approval of the Mayor, in cities (hereinafter referred to as the “Executive Authority”);

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 Merrimack Valley Public Health Alliance (“MVPHA”), which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and the Shared Services Coordinator, as established in Section 4 of this Agreement, 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 City of Amesbury, 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 consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (hereinafter the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the City of Amesbury, acting as the “Lead Municipality,” shall oversee the Grant Program and the Shared Services Program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the City of Amesbury shall act as agent for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The City of Amesbury shall also act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to the approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The City of Amesbury, as Lead Municipality, shall hire and employ a Shared Services Coordinator, and the Shared Services Coordinator and the department of the City that manages public health (hereinafter “Health Department”) shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. 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 participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of City of Amesbury and shall be accorded all benefits enjoyed by other City of Amesbury employees within the same classification as they are or shall be established.

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: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member is not in attendance. 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. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein. The Shared Services Coordinator shall be a non-voting member of the Advisory Board but in the event of a tie may cast a vote to break a tie.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Select a Chair and Co-Chair of the Advisory Board and any other positions the Board deems necessary.
 - 2) Meet on a regular basis and at least quarterly.
 - 3) Develop annual and long-term goals for the Collaborative.
 - 4) Advise on Collaborative staff priorities.
 - 5) Collaborate in developing a sustainability plan for MVPHA.
 - 6) Adopt any Collaborative-wide policies and recommended regulations.
 - 7) Review and provide recommendations on operating budgets.
 - 8) Assure compliance with all mandatory reporting requirements as prescribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 9) Assure attendance at monthly or other grant-holder meetings convened by DPH and OLRH.
 - 10) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 11) Review and provide recommendations on reports from staff.
 - 12) Evaluate Shared Services Program staff or consultants, and;
 - 13) Request, authorize and recommend the Lead Municipality to hire shared services employees or contractors. Request and/or recommend that the City of Amesbury terminate shared services employees or contractors.

- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. Meetings may be held in any one of the Municipalities as decided by the Chair/Co-Chair. 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 if required.

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

- a. Each Municipality will consent to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein and by the Advisory Board 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 be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
- c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (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 that 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 Committee 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 will 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.

- h. The Municipalities acknowledge that if any inspection as any part of the Shared Services Program identifies the need for or forms the basis for enforcement or other legal proceedings, such proceedings shall be the responsibility of the Municipality in which the inspection was performed to commence and fund.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the City of Amesbury pursuant to this Agreement, shall be deposited with the treasurer of the City of Amesbury and held as a separate grant account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors.

The Advisory Board 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.

Except for the 15% of Grant Program funding for administrative costs that the City of Amesbury may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The City of Amesbury, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the City of Amesbury shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and 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 intent and purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the City of Amesbury. It is the intention of the City of Amesbury 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 allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds

are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment 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 the City of Amesbury and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, which addition or removal shall take effect only after a vote of the Advisory Board and written amendment of this Agreement in accordance with Section 17 herein. 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 apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications to be submitted by the Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not Collaborative 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 remain an employee of the employee's municipality for insurance coverage purposes. Said municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Liability & Insurance. Pursuant to MGL c. 40, s. 4A, each party shall be liable only for the acts and omissions of its own employees and not for the employees of any other municipality or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, the Municipalities have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses not covered

by the Grant, each of the member municipalities will proportionally share in the liability for such expenses.

If liability insurance coverage is needed the Collaborative 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 bodily injury, death and property damage arising out of any one occurrence, \$3,000,000 aggregate, protecting the Municipalities against any and all claims for bodily injury, death or property damage arising directly or indirectly out of the services provided under this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a municipality will require a 2/3 vote of the Advisory Board and amendment of this Agreement in accordance with Section 17 herein and approval by the Massachusetts Department of Public Health.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective Executive Authority and Board of Health, may withdraw from this Agreement by giving at least three (3) months' prior written notice to the Lead Municipality and the Advisory Board. Withdrawal requires the approval of the Executive Authority 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 its Executive Authority 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 records and 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 participating 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 terminating Municipality through a Shared Services Program project, service, or

program will remain with the Lead Municipality and Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the 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 Executive Authority. 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 and provide copies of such records to any participating municipality upon request.
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 participating Municipalities.
17. Amendment. This Agreement may be amended only in writing when authorized by the Executive Authority in each Municipality and any required approval from the Massachusetts Department of Public Health.
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 under, 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:

City of Amesbury:
Mayor's Office
Amesbury City Hall
62 Friend Street
Amesbury, MA 01913

Town of Georgetown:
Town Administrator
Georgetown Town Hall
1 Library Street
Georgetown, MA 01833

Town of Groveland:
Town Administrator
Groveland Town Hall
183 Main Street
Groveland, MA 01834

Town of Merrimac:
Town Administrator
Merrimac Town Hall
2 School Street
Merrimac, MA 01860

Town of Newbury:
Town Administrator
Newbury Town Hall
12 Kent Way
Byfield, MA 01922

Town of Rowley:
Town Administrator
Rowley Town Hall
139 Main Street
Rowley, MA 01969

23. Complete Agreement. This Agreement and any attachments constitute 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.

24. Counterparts. This Agreement may be executed in counterparts by each Municipality and so executed shall constitute one complete Agreement.

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

Mayor, City of Amesbury

Date

Board of Health, City of Amesbury

Date

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

Select Board, Town of Georgetown

Date

Board of Health, Town of Georgetown

Date

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

Select Board, Town of Groveland

Date

Board of Health, Town of Groveland

Date

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

Select Board, Town of Merrimac

Date

Board of Health, Town of Merrimac

Date

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

Select Board, Town of Newbury

Date

Board of Health, Town of Newbury

Date

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

Select Board, Town of Rowley

Date

Board of Health, Town of Rowley

Date

EXHIBIT A

Grant agreement between the Merrimack Valley Public Health Alliance and the Commonwealth
of Massachusetts – to be attached

EXHIBIT B

The Collaborative shall provide the following services in coordination with member MUNICIPALITIES:

- *A Regional Shared Services Coordinator* shall perform all necessary fiscal and administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant.
- *A Regional Public Health Inspector (Food/Environmental Health/Housing/Community Sanitation)* This position will be hired or contracted out through a third-party vendor and services will include but may not be limited to perform routine food, FOG, and other environmental inspections as assigned by The Towns. This inspector would assist each municipality to meet required inspections per year as determined by the food code and create a consistent inspectional framework for mobile food services. Manage and inspect tenant complaints, hoarding situations, lead law compliance, and other housing related situations and connect residents to necessary support services. The Inspector will assist with any court-related action necessary as the Town's representative. Additional environmental health inspectional services may be requested. Inspection supplies needed for inspection services shall be purchased and provided through the shared PHE.
- *Public Health Nursing services.* This position will be hired or contracted out through a third-party nursing vendor. Services will include, but may not be limited to, receiving, recording, and reporting communicable diseases as required by the DPH, communicable disease control, surveillance, and preventing the spread of disease and finding the cause, utilizing the Massachusetts Virtual Epidemiologic Network (MAVEN) and Massachusetts Immunization Information System (MIIS), scheduling and managing clinics (i.e. seasonal flu, pneumonia, blood pressure screenings, blood sugar levels, and other health screening activities as needed), developing health education programs based on community health data, assisting residents by making appropriate referrals to other health professionals and community agencies, attending MA public health nurse and Board of Health meetings, ensuring HIPAA laws are followed, and overseeing camp inspections.
- *Regional Tobacco Use Prevention:* Provide additional support to the municipalities as needed to bring them into compliance with Tobacco Use Prevention laws, codes, and regulations. This may include but is not limited to support from a third party vendor of the Massachusetts Tobacco Control Program, training and support, and/or joining an existing tobacco control initiative.
- *Regional Health Communication.* Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.
- *Regional Technology Hardware and Software.* Software that supports PHE shared services staff in implementing the recommendations of the Blueprint. Technology for

PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.

- *Regional Travel.* Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes. Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.
- *Regional Training and Credentialing.* Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area: To acquire the workforce credentials outlined in the Blueprint (page 61). For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)
 - For educational materials such as credentialing exam study guides
 - For exam fees required to attain credentials
 - For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:
 - Health Resources in Action
 - Local Public Health Institute
 - Massachusetts Association of Health Boards
 - Massachusetts Association of Public Health Nurses
 - Massachusetts Public Health Association
 - Massachusetts Health Officers Association
 - Massachusetts Environmental Health Association
 - NEIWPC
 - National Environmental Health Association

Provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above.

Part I

ADMINISTRATION OF THE GOVERNMENT

Title VII

CITIES, TOWNS AND DISTRICTS

Chapter 40

POWERS AND DUTIES OF CITIES AND TOWNS

Section 4AGOVERNMENTAL UNITS; JOINT OPERATION OF PUBLIC ACTIVITIES;
TERMINATION OF AGREEMENT; "GOVERNMENTAL UNIT" DEFINED;
FINANCIAL SAFEGUARDS

Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this

By a majority vote of their legislative bodies, and with the approval of the mayor, board of selectmen or other chief executive officer, any contiguous cities and towns may enter into an agreement to allocate public infrastructure costs, municipal service costs and local tax revenue associated with the development of an identified parcel or parcels or development within the contiguous communities generally; provided, that the agreement shall be approved by the department of revenue.