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C. Kenneth Gray
C. Kenneth Gray, Mayor

BILL No. 2018-007

An Order to authorize the Mayor to enter into an inter-municipal agreement with the Town of Salisbury for the provision of regional health and animal control services.

Summary: The renewal of this agreement will allow the City to continue to provide public health services animal control services to the region, which consists of the City of Amesbury and the Town of Salisbury.

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 Council of the City of Amesbury hereby authorizes the Mayor, on behalf of the City, to enter into an intermunicipal agreement with the Town of Salisbury pursuant to M.G.L. c. 40, § 4A for the provision of public health services and animal control services.

AGREEMENT FOR PUBLIC HEALTH, PUBLIC HEALTH NURSE AND ANIMAL CONTROL SERVICES BETWEEN THE CITY OF AMESBURY AND TOWN OF SALISBURY, MASSACHUSETTS

THIS AGREEMENT is entered into by and between the City of Amesbury and Town of Salisbury, Massachusetts (hereafter referred to collectively as the “municipalities”, this _____ day of _____ 2018, as follows:

WHEREAS, the Municipality’s desire to cooperate in the provision on a shared basis of Public Health, Public Health Nurse and Animal Control Services for the benefit of the municipalities; and

WHEREAS, the municipalities have obtained authorization for this joint undertaking as required by M.G.L. Ch. 40, §4A pursuant to a vote of the City of Amesbury’s Municipal Council with the approval of the Mayor on _____ 2018, and a vote of the Town of Salisbury’s Board of Selectmen on _____ 2018.

NOW, THEREFORE, Amesbury and Salisbury, in mutual consideration of the covenants contained herein, hereby agree as follows:

1. Designation of Lead Municipality

1.1. For the purpose of implementing this agreement, the municipalities designate the City of Amesbury as the lead municipality acting for, and on behalf of, the municipalities solely for the services set forth herein.

2. Local Boards of Health

2.1. Each municipality shall retain an independent Board of Health with applicable and relevant information produced by the Regional Health Services Program so that they may perform their duties as specified by M.G.L.

2.2 Municipalities shall provide their respective Board of Health with applicable and relevant information produced by the Regional Health Services Program so that they may perform their duties as specified by M.G.L.

2.3 Each Municipality’s Board of Health retains the sole authority to appoint agents provided for herein as agents of the Board of Health and authorized to act on behalf of the Board of Health as provided for in M.G.L. Chapter 111, §30, the Municipality’s Charter and any other applicable ordinance or by-law.

2.4 Nothing herein shall diminish the powers and duties of each Municipality’s Board of Health as provided for by M.G.L., the Municipality’s Charter and/or any other applicable ordinance or by-law.

3. Administrative Steering Committee

3.1 An Administrative Steering Committee is hereby established to oversee the implementation and administration of the Regional Public Health Service, Public Health Nurse Service and Animal Control Service programs as described in this agreement.

3.2 The committee shall be comprised of the City of Amesbury’s Mayor or designee, and the Town of Salisbury’s Town Manager or designee.

3.3 The committee shall meet bi-annually (twice per year). Additional meetings may be scheduled by request of any member as needed.

3.3.1 *If a committee member sees a need to meet prior to the next scheduled meeting, the member shall notify the other committee member of said request to meet as further described herein.*

3.3.2 *Written records shall be kept of the decisions made by the Committee, and such records shall be filed with each Municipality’s Town or City Clerk and provided to each Municipality’s Board of Health. These records shall be retained and maintained by each municipality in accordance with the requirements of the Public Records Law and the regulations promulgated hereunder.*

3.4 The Administrative Steering Committee shall develop and adopt protocols and procedures for responding to requests for service, daily/ongoing communication and other operating procedures as applicable and appropriate.

3.5 Each committee member shall represent the interest of their community and concerns regarding the implementation and administration of the Public Health Services, Public Nurse Services and Animal Control Services programs.

3.6 At each meeting, the Committee shall review applicable reports and determine whether the program is meeting the Municipality's needs, whether adjustments to service delivery are needed, and what those adjustments should be.

3.6.1 Reports shall include but not be limited to, the number and type of inspections performed, animals impounded and other animal control matters, communicable diseases investigated, vaccinations administered, programs administered, program expenditures, enforcement actions, quarantines, local Board of Health requests, service feedback from establishments and residents, and like information concerning the operation of the program.

3.6.2 All reports shall be retained by each municipality and provided to each Municipality's Board of Health. These reports shall be retained and maintained by each municipality in accordance with requirements of the Public Records Law and regulations promulgated hereunder.

4. Scope of Services

Subject to the provisions of Section 2.3, this agreement applies to the following services:

4.1 Performance of Services

4.1.1 Unless where otherwise specified, the municipalities agree to utilize the services of a Regional Public Health Director employed by the City of Amesbury to provide oversight, management and administration of the services provided in this agreement.

4.1.2 Unless otherwise specified, the municipalities agree to utilize the services of an Animal Control Officer and Inspector employed by the Town of Salisbury to provide animal control and animal inspector services as provided in this agreement.

4.1.3 Unless otherwise specified, the municipalities agree to utilize the services of a single contractor to provide of a Public Health Nurse as provided in this agreement.

4.1.4 Unless otherwise specified, the municipalities agree to utilize their existing Administrative Assistant to provide administrative support for the municipality and Board of Health.

4.1.5 For the purpose of employment status and health, retirement and other benefits, the various offered referred to in this section (Section 4), shall be considered employees of their respective municipality regardless of which municipality is being provided services thereby, and shall be accorded all benefits enjoyed by other employees of that municipality as they are, or shall be, established.

4.2 Public Health Inspections and Services

4.2.1 The municipalities agree to a Regional Health Services Program to be provided by the Regional Public Health Director unless otherwise specified that shall include but not be limited to, the following inspections and services:

4.2.1.1. Dumpster Inspections

4.2.1.2. Housing Inspections

4.2.1.3. Body Art Establishment and Practitioner Permits

4.2.1.4. Camp Inspections

4.2.1.5. Public & Semi-Public Pool Inspections

4.2.1.6. Disposal Works Installers Permits

4.2.1.7. Septic Hauler Permits

4.2.1.8. Tobacco Inspections

4.2.1.9. Tanning Inspections

4.2.1.10. Civil Processes

4.2.1.11. Court appearances as needed

- 4.2.1.12. Emergency preparedness planning and emergency plan implementations
 - 4.2.1.13 Attendance at each Municipality's Board of Health meeting once per month
 - 4.2.1.14 Assistance for each Board of Health with the development of policy and implementation of the policy as adopted by each Board of Health
 - 4.2.1.15 Representation at public health fairs and forums as necessary
 - 4.2.1.16 Representation at regional, state and federal organizations and coalitions
 - 4.2.1.17 Food establishment and restaurant inspections
 - 4.2.1.18 Title 5 plan reviews, percolation and soil review evaluations, septic system inspections
 - 4.2.1.19 Oversight of health nurse services
- 4.2.2 The Regional Public Health Director shall submit quarterly reports to each Municipality's Board of Health one (1) week in advance of their duly posted meeting. The reports shall include a list of inspections, relevant findings and any applicable recommendations of further action.
- 4.2.3 Contracting Services
- 4.2.3.1. The Regional Public Health Director may, with the advance written approval of the municipalities, contract with qualified inspectors to perform some or all of the services assigned for one or both of the municipalities. Such services shall be procured in accordance with the applicable provisions of M.G.L., Ch. 30B, and contracts shall be executed in accordance with the contracting requirements of the lead municipality (Amesbury). Any such contract shall provide for termination of the contractor at will without additional cost to the municipalities.
 - 4.2.3.2. In conjunction with an agreement on contracting, the Administrative Steering Committee shall review and adjust the cost sharing formula if needed.
 - 4.2.3.3. The municipalities are encouraged, though not required, to jointly procure the services of qualified contract inspectors.
 - 4.2.3.4. The qualified inspectors under contract with each municipality shall be accountable to each municipality and overseen by the Regional Public Health Director.
 - 4.2.3.5. Each municipality is responsible for the payment of contracted inspectors for assigned inspections and services as identified in Section 4.2.3 of the agreement, and performed and approved by the Regional Public Health Director and contracting municipality.
 - 4.2.3.6. Any invoice submitted by a contractor shall indicate work performed in sufficient detail to enable approval for payment and evaluate service delivery and work performed.

4.3. Animal Control Services

- 4.3.1 The municipalities agree to Regional Animal Control and Inspector Services during normal business hours described as 8AM to 4PM, Monday through Friday, excluding holidays, that shall include but not be limited to:
- 4.3.1.1. Animal inspections
 - 4.3.1.2. Quarantines
 - 4.3.1.3. Animal impound
 - 4.3.1.4. Response to complaints, questions, request for information
- 4.3.2. Amesbury shall contract separately for after-hours, nights, holidays and weekend animal control services to include but not be limited to:
- 4.3.2.1. Animal impound
 - 4.3.2.2. Quarantines
 - 4.3.2.3. Response to specific complaints as determined in the regional health services program protocol
 - 4.3.2.4. The Regional Public Health Director will oversee the operations of contracted animal control officers provided for in Section 4.3.2.

4.4. Public Health Nurse

- 4.4.1 The municipalities agree to Regional Public Health Nurse Services that shall include but not be limited to:
 - 4.4.1.1. Communicable disease reporting, surveillance and coordination with municipal and school entities
 - 4.4.1.2. Annual screening and vaccination clinics
 - 4.4.1.3. Weekly walk-in hours at each municipality
 - 4.4.1.4. Monthly health education and/or wellness programs
 - 4.4.1.5. Vaccination distribution to healthcare providers
- 4.4.2 The Public Health Nurse shall submit regular activity reports to each Municipality's Board of Health one (1) week in advance of their duly posted meeting. The reports shall include communicable diseases reported and investigated with relevant findings, vaccinations and immunizations administered, programs administered, number of clients seen, number of vaccines distributed to healthcare providers and any applicable recommendations for further action.
- 4.4.3 Contracting
 - 4.4.3.1. Each municipality shall contract with the same qualified public health nurse(s) to perform the Regional Public Health Nurse Services.
 - 4.4.3.2. The municipalities shall jointly procure the services of qualified contractors. Such services shall be procured in accordance with the applicable provisions of M.G.L., Ch. 30B, and contracting requirements of the lead municipality (Amesbury). Any such contract shall provide for termination of the contractor at will without additional cost to the municipalities.
 - 4.4.3.3. The qualified contractor shall be accountable to each municipality and overseen by the Regional Public Health Director.
 - 4.4.3.4. Each municipality is responsible for the payment of contracted health nurse services provided by the qualified contractor.
 - 4.4.3.5. Any invoice so submitted by a contractor shall indicate work performed in sufficient detail to enable approval for payment and evaluate service delivery and work performed.

4.5. Administrative Support

- 4.5.1 Each municipality shall provide sufficient administrative support for the operations of Public Health Services in their municipality including but not limited to:
 - 4.5.1.1. Preparation and distribution of each Municipality's Board of Health meeting minutes
 - 4.5.1.2. Taking and drafting of each Municipality's Board of Health meeting minutes
 - 4.5.1.3. Preparation of regular reports as needed or required by the municipality, state or federal government
 - 4.5.1.4. Processing of applications, forms, requests and inquiries for public health inspections and services
 - 4.5.1.5. Processing invoices, billing and other financial administration relative to public health services
 - 4.5.1.6. Maintaining records and other required documents

4.6 Adjustment to Service Delivery

- 4.6.1 At any time the Administrative Steering Committee may determine that further contracting or outsourcing of the services provided for in this agreement may be advantageous to the municipalities to provide for increased scope of services, to improve service delivery for the current scope of services, or to reduce costs or any combination thereof.

- 4.6.2 Adjustment to the nature in which services are provided, or the scope of services covered by this agreement must be approved by the Administrative Steering Committee. Changes shall be reduced to writing and incorporated into an *amendment to this agreement* executed by the City of Amesbury Mayor and the Town of Salisbury Town Manager.
- 4.6.3 At any time the Administrative Steering Committee may determine that additional communities can be adequately serviced through this Regional Health Services Program or some portion thereof, without adversely impacting the services provided to the municipalities through this agreement.
- 4.6.4 Any addition or change of municipalities to this agreement shall be reduced to writing and incorporated into an *amendment to this agreement* and authorized by the municipalities as required by M.G.L. Ch. 40, §4A pursuant to a vote of the City of Amesbury's City Council with the approval of the Mayor, and a vote by the Town of Salisbury's Board of Selectmen.

5. Financial Formula

- 5.1 Municipalities shall be assessed an annual cost for the Regional Health Services Program according to volume of services used and actual costs for providing services as best can be determined.
- 5.2 A contract year shall be from July 1st to June 30th.
- 5.3 The municipalities shall utilize the cost allocation formula attached hereto and titled **Attachment A: Assessment Formula** for the 3-year annual assessment of the Regional Health Services Program provided in this agreement.
- 5.4 The cost allocation formula for subsequent contract years may be modified as necessary by recommendation of the Administrative Steering Committee after review of service and inspectional information compiled from the previous contract year.
- 5.5 Municipalities shall be assessed the regional services fee in July with payment due within thirty (30) days of receipt for the contract year. Each subsequent year the annual assessment shall be assessed in July.

6. Term of Agreement

- 6.1 **This agreement shall commence July 1, 2015 and shall terminate on June 30, 2018 unless otherwise renewed by the municipalities. In no event shall the term of this contract exceed twenty-five (25) years.**
- 6.2 The terms of this agreement shall remain in full force and effect until a new agreement is reached, or this agreement is terminated as provided herein, whichever occurs first, save that the indemnification provisions herein shall survive the termination of this agreement.

7. Termination of Agreement

- 7.1 Any one municipality may terminate this agreement upon the provision of at least sixty (60) days prior written notice to the other municipality. Such notice of termination shall be made pursuant to a vote of the City of Amesbury's City Council with the approval of the Mayor, or override of the Mayor's veto in accordance with the Municipality's City Charter, or a vote of the Town of Salisbury's Board of Selectmen.
- 7.2 Such notice shall state the effective termination date.
- 7.3 Upon such termination, each municipality shall be solely responsible for the provision of Public Health Services, Public Health Nurse Services and Animal Control Services for the benefit of the municipality.
- 7.4 Upon such termination, each municipality shall prepare full statements of outstanding unpaid financial obligations for services rendered under this agreement and shall be responsible for payment of such obligations within thirty (30) days thereafter.
- 7.5 Notwithstanding anything else to the contrary in this agreement employment or contracting of any qualified public health inspectors and service providers and/or contractors, is contingent upon this agreement and termination of this agreement by one municipality as provided herein shall constitute a basis for termination of the shared qualified public health inspectors and service providers and/or

contractors. Notice of such termination shall be provided by the Regional Public Health Director as that individual is responsible for the oversight, management and administration of the services provided in this agreement.

8. Records and Reporting

- 8.1 The municipalities acting through their respective officials responsible for provision of Public Health Services, Public Health Nurse Services and Animal Control Services and related functions, shall keep accurate and comprehensive records of all services provided, costs incurred and reimbursements and contributions received.
- 8.2 The qualified contractors, within thirty (30) days of the end of the contract year, shall provide a report of all services performed hereunder and the financial elements thereof to the Regional Public Health Director or his/her designee.
- 8.3 The Regional Public Health Director shall provide a full report to the Administrative Steering Committee.
- 8.4 For purposes of cost allocation formula review and evaluation of services program, the following factors shall be incorporated into the review:
 - 8.4.1 Public Health Inspection and Services
 - 8.4.1.1. Number of inspections and revenue collected
 - 8.4.1.2. Number of re-inspections and revenue collected
 - 8.4.1.3. Number of civil cases processed and revenue collected
 - 8.4.1.4. Number of court cases processed and revenue collected
 - 8.4.1.5. Number of food service inspections and revenue collected
 - 8.4.1.6. Number of septic inspections, plan reviews, percolation tests, soil evaluations and revenue collected
 - 8.4.2 Animal Control and Inspection Services
 - 8.4.2.1. Number of animal complaints responded to
 - 8.4.2.2. Number of animals impounded / surrendered
 - 8.4.2.3. Number of deceased animals disposed of
 - 8.4.2.4. Number of animal related inspections
 - 8.4.2.5. Number of animal licenses and revenue collected
 - 8.4.2.6. Number of animals quarantined and revenue collected
 - 8.4.3 Public Health Nurse Services
 - 8.4.3.1. Number of screenings performed
 - 8.4.3.2. Number of vaccinations administered
 - 8.4.3.3. Number of vaccinations distributed
 - 8.4.3.4. Number of clinics and participation each week
 - 8.4.3.5. Number of communicable diseases reported by category and disposition of the cases
 - 8.4.3.6. Number of clients seen during office hours and in general, services provided

9. Audit

- 9.1 At the end of each contract year, an audit of the records of the services provided hereunder shall be made.
- 9.2 The records, revenue and expenditures shall be audited jointly by the Chief Financial Officer of Amesbury and the Town Accountant of Salisbury with a report of findings and recommendations presented to the Administrative Steering Committee for adoption and action.
- 9.3 Audit reports shall be provided to the Mayor and City Council of Amesbury, and the Town Manager and Board of Selectmen of Salisbury.

10. Indemnification

10.1 In the event that any claims, demands, suits, causes of action and costs of expenses arise with respect to the services provided pursuant to this agreement, the receiving municipality shall be liable for and shall indemnify, defend and hold the other municipalities harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney fees, except to the extent that such claims, demands, suits, causes of action and costs and expenses arise as a result of the negligent or intentional acts or omissions of either of the other municipalities, in which case such municipality shall so indemnify the other municipality.

11. Miscellaneous

11.1 The municipalities agree that if any court of competent jurisdiction shall declare any provision of this agreement unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

WITNESS OUR HANDS, as of the dates specified:

For the City of Amesbury _____
Mayor

Date _____

For the Town of Salisbury _____
Town Manager

Date _____

Approval as to Form

Chief Financial Officer – City of Amesbury

Town Accountant – Town of Salisbury

Legal Counsel – Amesbury & Salisbury

ATTACHMENT A: ASSESSMENT FORMULA

The percentage of cost to be allocated to the Town of Salisbury shall be 40% of the following budget items:

1. *Health Director Salary*
2. *Health Director Travel*
3. *Professional Development*

The following costs shall be allocated at 50% to the Town of Salisbury:

1. *Health Director Health Insurance*
2. *RN Oversight for the Public Health Nurse*
3. *Doctor Oversight / Standing Orders*
4. *On-Call After-Hours Animal Control*

The cost for the Public Health Nurse for the Town of Salisbury shall be allocated as follows:

Three (3) hours per week at the established contract rate.