

INTER-MUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF HANOVER AND HANSON
VETERANS' SERVICES DISTRICT

THIS AGREEMENT dated as of this _____ day of _____, 2017 ("Agreement") by and between the Town of Hanover, a Massachusetts municipal corporation having a usual place of business at Town Hall, 550 Hanover Street, Hanover, MA 02339, acting by and through its Board of Selectmen ("Hanover"), and the Town of Hanson, a Massachusetts municipal corporation having a usual place of business at 542 Liberty Street, Hanson, Massachusetts 02341, acting by and through its Board of Selectmen ("Hanson").

WITNESSETH THAT:

WHEREAS, Hanover and Hanson desire to share the services and costs associated with a Veterans' Services District; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A and c. 115 (Chapter 471 of the Acts of 1972);

WHEREAS, the Massachusetts Department of Veterans' Services Secretary (Secretary) must approve this District and Agreement;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. District Board. A District Board shall be created on acceptance of this agreement with one representative from Hanover and Hanson. Said representative shall be the Town Manager or designee. The Board shall meet as needed and shall address all issues related to the implementation of this District and shall oversee the performance of the Director.

2. Payment of Veterans' Services District Benefits. During the Term of this Agreement, it is agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of MGL c. 115 shall be paid by the Treasurer of the Town of Hanover.

3. Term. The term of this Agreement shall commence on the date of execution hereof, and shall expire on June 30, 2018, unless earlier terminated as set forth herein. On or before May 1st of each year during the Term of this Agreement, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

4. Veterans' Services District Director. The VSO of Hanover, or a successor hired through standard personnel practices agreed to by the Town Managers of Hanover and Hanson, shall serve as the Director of the District and will supervise all VSO's in their duties as related to the Office in the two Towns. Specifically, the parties shall share the services of the Veteran Services District Director and the Veteran Services Officer, notwithstanding any other the provision of this Agreement to the contrary.

5. Cost of District Operations. Hanover and Hanson shall assume their respective shares of the costs associated with a common Veteran Services District, based on the Cost Allocation Model found in Appendix D. Shared expenses under this Agreement will include, but not necessarily be limited to, the

following expenses attributable to the VSO's: employee salary, benefits, Medicare tax, Worker's Compensation, liability insurance, membership in professional associations, recruitment costs and as further detailed in Appendix D

Hanover shall employ all VSO's of the District and pay all reasonable and customary salaries and operating expenses. Hanson shall contribute its share of the associated costs for these positions by paying to Hanover an amount as required by the terms and conditions of this Agreement and Appendix D. Payments to Hanover shall be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1).

Hanover shall adjust the compensation it pays said positions as it may elect to do in accordance with standard personnel practices which impact upon the Veteran Services District Director and VSO, and shall give prompt written notice to Hanson of any such adjustment.

To provide Hanson with certainty in planning its budget for the Veterans' Services District, Hanson's payment to Hanover each fiscal year shall be established and fixed by November 30. Within 90 days of the close of each fiscal year, Hanover will provide the Town of Hanson with an analysis of actual staff and office expenses for the prior fiscal year. Any amount over or under the amount paid by Hanson will be adjusted in the subsequent year's payment by Hanson.

6. Other Benefits. Hanover shall provide all VSO benefits to which he/she is entitled under standard personnel practices of the Town of Hanover. Both parties agree to allow the Director and VSO to enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under standard personnel practices of Hanover. Neither party shall make any demand on the Director or VSS or take any action with respect to them that is in violation of their rights under standard personnel practices of Hanover or under any applicable legislation.

Should a VSO formerly employed by this District (but not the Director) file for unemployment insurance benefits or workers's compensation benefits, the Town of Hanson share of the cost will be increased in the following year by an equal amount.

7. Retirement Benefits. All VSO's of the District will be members of the Plymouth County Retirement System, assuming eligibility requirements are met. As part of Hanson's annual payment, it will pay the agreed upon prorated normal cost or other retirement benefits toward the pension/retirement costs of the VSO's of the district.

8. Duties. The VSO's of the District shall perform his duties as required by the District Board and the respective local laws and regulations of Hanover and Hanson. Attached as an appendix to this document is a "Goals, Objectives and Structure of the Veterans' Services District".

9. Office Hours and Locations. The Director and the Veterans' Services Officer shall work primarily in the office spaces provided by Hanover and Hanson. Both Towns shall maintain regular, public office hours with such office hours to be mutually agreed upon by the parties.

10. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, the Town of Hanson (the "Indemnifying Municipality") separately agrees to indemnify the Town of Hanover, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Veterans' Services District staff pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the

Veterans' Services District while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Hanson's obligations shall be limited to the services provided for Hanson; Hanover's obligations shall be limited to the services provided for Hanover.

11. Termination. This Agreement may be terminated by either party for any reason or no reason on one-hundred eighty (180) days written notice to the other, unless the parties agree otherwise. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

12. Assignment. Neither party 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 other.

13. 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 this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

14. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

15. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on either party by the other 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 as set forth below.

a. **To Hanson.** Any notice to Hanson hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Michael McCue, Town Administrator
Hanson Town Hall
542 Liberty Street
Hanson MA 02341

or to such other address(es) as Hanson may designate in writing to Hanover.

b. To Hanover. Any notice to Hanover hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Troy Clarkson, Town Manager
Hanover Town Hall
550 Hanover Street
Hanover, Massachusetts 02339

or to such other address(es) as Hanover may designate in writing to Hanson.

19. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

20. Financial Accounting and Reporting. Hanover shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Hanover shall maintain accurate and comprehensive records of all costs incurred by or on account of the Veteran Services District, and all payments received from Hanson. An annual financial statement will be issued by Hanover to Hanson within 120 days of the end of the fiscal year.

21. Justification for District formation per Massachusetts Department of Veteran Services. See Appendix A for the District Formulation basis upon which the Massachusetts Secretary of Veteran Services will consider this request for approval to form a veterans' services district per 108 CMR 12.02(2)(a) through 12.02(2)(f).

WITNESS OUR HANDS as of the first date written above.

TOWN OF HANSON
By its Board of Selectmen

TOWN OF HANOVER
By its Board of Selectmen

Appendix A District Formation Justification for DVS



District Name

Hanover/Hanson Veteran Services District

Municipalities:

Hanover
Hanson

Municipality Populations (2010 Federal Census):

Hanover: 14,400
Hanson: 10,200
Total: 24,600

District Position Titles:

Veteran Services Officer

Number of Full-time Positions Required by Chapter 115

Full-Time VSO: 1
Clerical: 1*

**District will have a full-time/shared admin staff to meet this requirement.*

Office Locations

VSO: 550 Hanover Street, Hanover MA 02339
VSO: 542 Liberty Street, Hanson MA 02341

Hours of Operation (preliminary)

Hanover Office: Monday, Wednesday: 8:00 a.m. to 4:00 p.m. & Friday 8:00 a.m. to 12:00 p.m.
Hanson Office: Tuesday & Thursday 8:00 a.m. to 4:00 p.m.



Hanover/Hanson Veteran Services District

Mission Statement

Our mission is to support the veterans residing in our district by identifying veterans and their families in need of service and providing information and access to the services for which they are eligible under the law.



Hanover/Hanson Veterans' Services District

Goals and Objectives

- 1.) To execute timely and accurate benefit delivery for all veterans seeking help from the Federal, State and Local branches of government***
- 2.) To provide dignity, compassion, respect and privacy to all veterans seeking assistance***
- 3.) To empower veterans through technology, information sharing, and networking; where they can assist themselves and their fellow veterans by connecting services to need***
- 4.) To continue the fight against homelessness and joblessness within the veteran community***
- 5.) To be honest and forthright with our veterans, researching the correct answer and providing results as quickly as accuracy allows***
- 6.) To see the office as a base of operations, not a home, bringing services to the veteran wherever they are whenever they need***

Appendix D – Budget and Cost Allocation

	Effective Date		Annual Estimated Total	Hanover %	Hanover Amount	Hanson %	Hanson Amount
Salary - VSO	1-Dec-17	VSO Salary (35 Hours @ \$24 per hour)	\$ 43,680	59%	\$ 25,771	41%	\$ 17,909
		Health (Based on Single Plan)	\$ 4,800	59%	\$ 2,832	41%	\$ 1,968
		Dental (Based on Single Plan)	\$ 1,200	59%	\$ 708	41%	\$ 492
		Life	\$ 250	59%	\$ 148	41%	\$ 103
		Medicare (1.45%)	\$ 633	59%	\$ 374	41%	\$ 260
		Pension (4.95% normal cost)	\$ 2,162	59%	\$ 1,276	41%	\$ 886
		Workmens Compensation		59%	\$ -	41%	\$ -
Expenses	1-Dec-17	Printing	\$ 1,000	59%	\$ 590	41%	\$ 410
		Special Event Costs	\$ 500	59%	\$ 295	41%	\$ 205
		Mileage	\$ 2,000	59%	\$ 1,180	41%	\$ 820
		Seminars/Conference	\$ 1,500	59%	\$ 885	41%	\$ 615
		Cell Phones	\$ 1,200	59%	\$ 708	41%	\$ 492
		Office Supplies	\$ 2,500	59%	\$ 1,475	41%	\$ 1,025
Total VSO Expenses			\$ 61,426		\$ 36,241		\$ 25,184

Note #1 : Each Community will provide administrative support with existing staff

Note #2: Each Community will provide office space for the VSO and will post hours of operations for both Hanover & Hanson

Note #3: Community Percentages were done based upon population

Payment Schedule

TBD based upon quarterly payments using the budgetary figures listed above

Appendix E - District Structure

Hanover/Hanson Veterans' Services District

*Complete Integration of the Veteran Community
Maximize Local Resources
Open Doors to Veteran*

