

**MEMORANDUM OF UNDERSTANDING  
FOR THE ESTABLISHMENT AND MAINTENANCE OF  
THE METRO PUBLIC HEALTH COLLABORATIVE**

This AGREEMENT is made by and between the Massachusetts cities and towns of Brookline, Arlington, Belmont, and Newton, (hereinafter individually referred to as a “Municipality” and collectively referred to as “the Participating Municipalities”) for the purpose of the establishment, operation, and maintenance of the **Metro Public Health Collaborative**.

WHEREAS, the Participating Municipalities are each empowered by M.G.L. c. 111 to staff, maintain and operate public health departments, which are a proper governmental function and service, and

WHEREAS, the Chief Executives of the Participating Municipalities agree that they shared many of the same public health challenges and could therefore benefit from collaboration in addressing those challenges, and

WHEREAS, each of the Participating Municipalities has determined that it is mutually beneficial to share between them the services and costs associated with the employment of shared public health staff and any other costs to enhance public health capabilities between the Participating Municipalities and achieve the goals of said Participating Municipalities, and

WHEREAS, the Participating Municipalities made a joint application for a grant from the Massachusetts Department of Public Health (hereinafter “DPH”) and were awarded funding to support a cross-jurisdictional public health sharing agreement from the Massachusetts Office of Local and Regional Health (hereinafter “OLRH”) via the Public Health Excellence Grant Program for Shared Services (“Grant Program”), and

**WHEREAS** Participating Municipalities have authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW, THEREFORE, BE IT RESOLVED, that the Participating Municipalities commit to sustain the Metro Public Health Collaborative during the term of this Agreement, and to undertake the following actions to achieve said purpose:

1. **Collaborative Structure:** The Participating Municipalities hereby establish the Metro Public Health Collaborative (hereinafter “MPHC” or “Collaborative”) for the purpose of hiring, employing, and equipping the shared **Regional Senior Public Health Specialist, Regional Epidemiologist, and Shared Services Coordinator** (hereinafter “Shared Staff”) to provide direct and indirect public health services. Shared Staff are to serve each of the Participating Municipalities and to fulfill their respective duties as described in their respective job descriptions, attached hereto as Exhibit A. MPHC, acting by and through an advisory board (“Advisory Board”) as established in Section 6 of this Agreement, and the Shared Services Coordinator, will coordinate, manage, and direct the activities of the Participating Municipalities with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of Brookline and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated

herein and shall bind all Participating Municipalities hereto, and any other programs and services related thereto.

2. Term: This Agreement shall take effect on \_\_\_\_\_, 2023 and shall continue to be in effect until it is superseded by a further inter-municipal agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute.
3. Lead Municipality: During the term of this Agreement, the Town of Brookline acting as the "Lead Municipality," shall oversee the Grant Program and the Shared Services Program. As the Lead Municipality, the Town of Brookline shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Participating Municipalities. The Town of Brookline shall act as the Participating Municipalities' purchasing agent pursuant to M.G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 6 of this Agreement, to be entered into collectively by the Participating Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.
4. Shared Services Coordinator: The Town of Brookline, as Lead Municipality, shall hire and employ a Shared Services Coordinator, who may or may not be the Town of Brookline's Director of Public Health, and, through the Shared Services Coordinator and its 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 Shared Services Program scope of services, outlined in 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.
5. Shared Staff: The Town of Brookline, as Lead Municipality, shall hire and employ the Shared Staff. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Staff and any Town of Brookline Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of the Town of Brookline and shall be accorded all benefits enjoyed by other Town of Brookline employees within the same classification as they are or shall be established.
6. 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: The Advisory Board shall be comprised of one Primary Member and one Alternate Member from each Municipality, both appointed by the Municipality's Local Board of Health ("LBOH" – which term shall, for the purposes of this MOU, include the municipality's Director of Public Health or equivalent). The Primary Member from each Municipality shall be a full voting member whose term shall be as determined by each Municipality's LBOH. The Primary Member shall be a LBOH member or designee of that Municipality's LBOH. The Alternate Member may only sit on the Advisory Board as a full member and vote when the Municipality's Primary Member is not in attendance. Each Municipality shall maintain its individual LBOH, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be

a non-voting member of the Advisory Board; however, in the event of a tie would be permitted to cast a deciding vote.

- b. Voting: One vote per Municipality. Every Municipality shall have an equal voice in determining shared priorities and services to be provided. In the event of a tie, the Shared Services Coordinator shall cast the deciding vote.
  - c. Quorum: Members of the Advisory Board representing a majority of the Municipalities 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.
  - d. Roles and Responsibilities:
    - i. Meet on a regular basis and at least quarterly.
    - ii. Develop and adopt an Annual Workplan, which shall include a list of goals and priorities that the MPHIC aims to accomplish in the upcoming Fiscal Year. The Annual Workplan shall also include intended efforts to be conducted by the MPHIC, including proposed allotments of time across the Participating Municipalities, use of office or workspace, use of software and hardware, and other materials necessary for the Shared Staff to perform their services.
    - iii. Advise on Shared Staff priorities.
    - iv. Collaborate in developing a sustainability plan for MPHIC.
    - v. Adopt any Collaborative-wide policies and recommended regulations.
    - vi. Review and provide recommendations on operating budgets.
    - vii. Assure compliance with all mandatory reporting requirements as proscribed by DPH and OLRH.
    - viii. Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH.
    - ix. Review financial status and financial statements provided by the Shared Services Coordinator.
    - x. Review and provide recommendations on reports from Shared Staff, and
    - xi. Hire, evaluate and terminate Shared Staff.
  - e. Meetings: The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §18-25 as may be amended periodically.
7. Collaborative Participation: The Participating Municipalities, as part of this Agreement, shall participate in the Collaborative 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 members at all times.
  - c. Each Municipality will use best efforts to ensure that a member of said 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 member of said Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by 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 6 of this Agreement to help meet the goals of the MPHHC 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 MPHHC and the Collaborative's agents and nurses.
  - f. The Participating Municipalities 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. The Participating Municipalities will help promote and market the Shared Services Program and its services within their community.
8. Payment and Funding: Pursuant to M.G.L. c. 40, §4A, any funds received by the MPHHC, Advisory Board, or the Town of Brookline pursuant to this Agreement, shall be deposited with the treasurer of the Town of Brookline and held as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of M.G.L. c. 44, §53A, for contribution toward the cost of the MPHHC and in compliance with established grant guidelines from grantors only.
- a. 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.
  - b. Except for the 15% of Grant Program funding for administrative costs that the Town of Brookline 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 MPHHC and applicable grant funding guidelines.

- c. The Town of Brookline as the Fiscal Agent will pay the invoice within 30 days, subject to the availability of funds; provided, however, that Town of Brookline 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 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 a 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 purposes of this Agreement.
  - d. Annually, the Advisory Board will develop and approve a public health services budget for the MPHHC. Initially, these services are funded by a 3-year Public Health Excellence Grant from DPH administered by the Town of Brookline. It is the intention of MPHHC 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 the Participating Municipalities with sufficient notice to allow each 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 Municipality the Grant Program and a mutually acceptable written contract amendment would be required to do so.
  - e. Pursuant to M.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 Town of Brookline and expended pursuant to the terms of this Agreement.
9. Outside Resources: The Participating Municipalities through the Advisory Board reserve the right to hire outside consultants or consulting services to fulfil all or part of the goals and priorities outlined in the Annual Workplan. The procurement and contracting process must comply with M.G.L. c. 30B and other relevant municipal procurement statutes, thresholds, and laws. Each hired consultant will be subject to contracts and the parameters outlined within those contracts.
- a. The Participating Municipalities may request that the Advisory Board add or remove associated services to be delivered as part of the MPHHC, and such shall take effect only until this Agreement is amended in writing and approved by the Participating Municipalities.
  - b. The Participating 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.
  - c. 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 Participating Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative.

- d. The Advisory Board may appoint other Participating Municipalities to act as host agencies for these other grant opportunities and the Participating Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

10. Liability: For all purposes, the employees and equipment of the respective Municipal Departments will remain employees and property of such Municipality, including but not limited to employee benefits and workers' compensation. An employee who performs services, pursuant to this Agreement on behalf of another Municipality, shall be deemed to be acting within the scope of his or her 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.

- a. Each Municipality shall indemnify and hold harmless all other Municipalities for any liability caused by the action or inaction of that Municipality's employees and agents, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation.
- b. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages.

11. Membership: Any municipality, which is not a party to this Agreement, may seek membership in the MPHHC to the extent permitted by the Grant Program.

- a. Voting: In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant. Should a municipality not receive the required two thirds vote for admission, the municipality may re-seek membership six (6) months following the initial decision.
- b. Probation: Municipalities awarded membership will be subject to a one (1) year probation period; wherein, the Participating Municipalities reserve the ability to remove the probational municipality should it fail to adequately perform the duties and obligations defined in this Agreement. Removal of the probational municipality shall require a majority vote by the Advisory Board.

12. Removal: Any Municipality may be subject to removal from the MPHHC should it fail to adequately perform the duties and obligations defined in this Agreement. Removal of the Municipality shall require a majority vote by the Advisory Board comprised of the remaining Municipalities. Should such a vote fail to be reached, the Municipality will remain in the MPHHC until its withdrawal or removal from the MPHHC. The Lead Municipality may only be subject to removal to the extent permitted by the Grant Program and its agreement with the Commonwealth. A Lead Municipality may only be removed upon the provision of at least three (3) months prior written notice. The Lead Municipality shall have six (6) months of the date of said prior written notice to transfer all 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.

13. Withdrawal: Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Withdrawal requires the vote of both the Select Board or Chief Executive Officer 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 withdrawing Municipality for payment within thirty (30) days thereafter.
- a. Lead Municipality: To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board, Chief Executive Officer and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the remaining Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the members of the remaining Municipalities. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all 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.
  - b. 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 funding or other outside funding that would have been allocated to the terminating Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.
  - c. If a Municipality withdraws or is removed from this Agreement, the Agreement shall be amended and signed by all remaining Municipalities within 90 days of said removal.

This AGREEMENT constitutes the entire and complete agreement between the parties and supplants any and all prior agreements or understandings relative to the MPHIC. This Agreement may not be amended except in writing agreed to by all Participating Municipalities and executed in the same manner as the Agreement itself. If any part of this Agreement is deemed to be invalid, the remainder of the Agreement shall remain enforceable to the extent allowed by law.

This AGREEMENT incorporates all applicable provisions of Massachusetts law, including but not limited to M.G.L. c. 40 §4A. MPHIC will maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the Fiscal Agent shall perform regular audits of such records, and render periodic financial statements to all parties.

**SIGNATURE PAGE (Town of Arlington):**

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**Name and Title**

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**Signature**

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**City/Town**

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**Name and Title**

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**Signature**

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**City/Town**

**IN WITNESS THEREOF, the parties hereto have executed this Agreement on this**  
**\_\_\_\_ day of \_\_\_\_\_, 2023, by their duly authorized \_\_\_\_\_.**



**SIGNATURE PAGE (Town of Belmont):**

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**Name and Title**

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**Signature**

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**City/Town**

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**Name and Title**

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**Signature**

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**City/Town**

**IN WITNESS THEREOF, the parties hereto have executed this Agreement on this**  
**\_\_\_\_\_ day of \_\_\_\_\_, 2023, by their duly authorized \_\_\_\_\_.**

**SIGNATURE PAGE (Town of Brookline):**

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**Name and Title**

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**Signature**

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**City/Town**

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**Name and Title**

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**Signature**

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**City/Town**

**IN WITNESS THEREOF, the parties hereto have executed this Agreement on this**  
**\_\_\_\_ day of \_\_\_\_\_, 2023, by their duly authorized \_\_\_\_\_.**

**SIGNATURE PAGE (City of Newton):**

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**Name and Title**

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**Signature**

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**City/Town**

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**Name and Title**

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**Signature**

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**City/Town**

**IN WITNESS THEREOF, the parties hereto have executed this Agreement on this**  
**\_\_\_\_ day of \_\_\_\_\_, 2023, by their duly authorized \_\_\_\_\_.**

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