



Smart Growth & Regional Collaboration

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
METROPOLITAN AREA PLANNING COUNCIL
AND
CITY OF SOMERVILLE

This Agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** ["MAPC"], a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and **CITY OF SOMERVILLE HEALTH DEPARTMENT** ["Service Provider"] with its principal office at 50 Evergreen Ave., Somerville, MA 02145.

Witnesseth that the parties have AGREED as follows:

Article I

Description and Scope of the Work

1. **Service Provider** will provide professional services to undertake and perform all appropriate tasks to produce **Shared Service Coordination** and related work products as described in **Scope of Work** [the "Scope"], attached as **Exhibit A** and incorporated herein.

Article II

Time of Performance

2. **Service Provider** shall commence work on **July 1, 2023** and shall complete performance no later than **June 30, 2024**. Time shall be of the essence in relation to **Service Provider's** performance under this Agreement. Reasonable extensions shall be granted at the written request of **Service Provider**, provided the justifying circumstances are beyond the reasonable control of **Service Provider** and without fault of **Service Provider**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.



Article III

Revisions in the Work to be Performed

3. If during the term of this Agreement, **MAPC** requires revisions or other changes to be made in the scope or character of the work to be performed, **MAPC** will promptly notify **Service Provider**. For any changes to the scope of work, **Service Provider** shall notify **MAPC** of associated costs in writing. **Service Provider** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **MAPC**.
4. **MAPC** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **Service Provider**. Any revisions or changes requested by **MAPC** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV

Payment for Services

5. **MAPC's** total payment to **Service Provider** under this Agreement shall not exceed \$108,226.70 unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by **Service Provider** in performing the work.
6. **MAPC** shall make payment for the fiscal year 2024 to the **Service Provider** in two payments: the first within 45 days of the execution of this contract and upon receipt of an invoice from the **Service Provider**; and the second after December 30, 2023 upon receipt of an invoice from the **Service Provider**. Both payments shall be in the amount of \$54,113.35.

Article V

Ownership and Confidentiality of Material, Work Products

7. **Service Provider** shall afford **MAPC** unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by **Service Provider** under this Agreement.
8. **MAPC** reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this Agreement, and any rights of copyright acquired with funds provided under this Agreement.
9. **Service Provider** and **MAPC** shall have both unlimited rights to any data first produced or delivered under this Agreement.
10. Upon completion of this project or termination for or without cause, **Service Provider** shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by **MAPC**.

Article VI

Release of MAPC



11. In consideration of the execution of this Agreement by **MAPC**, the **Service Provider** agrees that simultaneously with the acceptance of what **MAPC** tenders as the final payment under this Agreement, the **Service Provider** will execute, and deliver a release of **MAPC** from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the **Service Provider**.

Article VII

Indemnification

12. To the extent permitted by law, the **Service Provider** shall indemnify, defend and hold harmless **MAPC** and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the **Service Provider** in its performance of this Agreement or upon the **Service Provider's** failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.

Article VIII

Insurance

13. The **Service Provider** shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide **MAPC** with certification of such, if requested. The Service Provider is self-insured and this Agreement does not require the Service Provider to procure or maintain insurance of any kind for payment or damages to **MAPC** or to any other party. Notwithstanding any other provision of this Agreement, the provisions of G.L. c. 258 and any successor statute govern the Service Provider's liability for injuries to persons or property.

Article IX

Assignment

14. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article X

Severability

15. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.



Article XI

Termination of Agreement

16. In the event of a failure to materially perform by **Service Provider**, the notice of such breach shall be accompanied by the nature of the failure, and **MAPC** shall set a date at least 60 days later by which **Service Provider** shall cure the failure. If **Service Provider** fails to cure within the time as may be required by the notice, **MAPC** may at its option, terminate the Agreement.
17. Notwithstanding any language to the contrary within this Agreement, **Service Provider** or **MAPC** may terminate this Agreement without cause at any time, effective ten days beyond the termination date stated in the written notice of termination. In the event of termination, **Service Provider** shall be compensated for approved work products and approved services performed prior to the date of notice of termination. In no event shall **Service Provider** be entitled to payment for any services performed after the effective date of termination unless so authorized, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article XII

Compliance with Conflict of Interest Laws

18. **Service Provider** warrants and represents to **MAPC** that, to the best of its knowledge, no officer or employee of **Service Provider** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. **Service Provider** further warrants and represents to **MAPC** that, to the best of its knowledge, no employee of **Service Provider** has a financial interest, either directly or indirectly, in the Agreement except as permitted under G.L. c. 268A, § 7.
19. **Service Provider** understands that they may have obligations with regards to compliance with all aspects of the Commonwealth of Massachusetts Ethics Law, M.G.L. c. 268A, specifically G.L. c. 268A, §§ 4, 17, and 11. **Service Provider** shall bear all obligations as private consultant/s to determine their legal status pursuant to the Ethics Laws, and where applicable, complete the Commonwealth State Ethics Examination. Evidence of such completion must be provided to **MAPC** in advance of the award of any contract. **MAPC** reserves the right on its own to make such determination and require the **Service Provider** to take and complete the Ethics Examination. **Service Provider** is encouraged to inquire about their proper status and legal requirements by contacting the Massachusetts State Ethics Commission Legal Division by submitting [an online request](#), by calling the Commission at (617) 371-9500 and asking to speak to the Attorney of the Day, or by submitting a written request for advice to the Commission at One Ashburton Place, Room 619, Boston, MA 02108, Attn: Legal Division.

Article XIII

Governing Law and Jurisdiction

20. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and



Article XIV
Procurement Services
(Where Applicable)

21. The parties agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.

Article XV
Complete Agreement

22. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For: THE METROPOLITAN AREA PLANNING COUNCIL

Name: Marc Draisen DocuSigned by:
Marc Draisen
6D73E3E389D948C... Date: 10/12/2023

Title: Executive Director



For City of Somerville

Name: Katjana Ballantyne

Date: 9-28-2023

Title: Mayor

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**Exhibit A**

The City of Somerville will support implementation of the Somerville-Cambridge Shared Public Health Service Initiative which is funded through the Massachusetts Department of Public Health Public Health Excellence Grant Program for Shared Services.

The City of Somerville will host a Shared Services Coordinator who will be based in the City of Somerville's Health Department. The Coordinator will report to the Shared Public Health Services' Board, which will be comprised of the Public Health Directors from each participating municipality and have regular oversight by the City of Somerville Director of Health and Human Services and Deputy Director of Health and Human Services. The Coordinator will work to develop understanding of local public health systems and services across the two municipalities, to identify and facilitate process improvements within the systems and services and ensure coordination between the participating health departments for the ongoing shared service initiative. The coordinator's contribution will be key factors in enhancing local public health service delivery and community health improvements that advance health equity.

Scope of Work

The tasks listed below are intended only as illustrations of the various types of responsibilities that may be required. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Assists municipal public health departments with the collection, organization and analysis of operational data (e.g., inspection, permits, complaints) in order to identify potential areas for improvement and use of interventions to improve conditions that affect community health and contribute to health equity
- Assists municipal public health departments to assess and examine local public health systems (e.g., data collection methods, use of software), to determine areas for potential coordination, and recommend potential new systems (e.g., inspectional software)
- Assists municipal public health departments with information and data collection on result from new or coordinated shared service activities in order to assess impact and need for additional changes
- Convenes regular check-in meetings with municipal public health department leads and public health staff, such as public health nurses
- Develops, engages, and maintains strong relationships with key community stakeholders, healthcare, human service-based and community-based organizations
- Supports grant applications and fundraising activities that can provide resources to sustain the shared service positions and to increase opportunities for the group to address upstream health factors
- Works with public health staff within the municipalities to design and implement program initiatives and special projects to improve health outcomes, including, but not limited to: trainings, communication, education, community outreach strategies, research projects, advocacy efforts, and grant writing.
- Performs other duties as required.



Budget: \$ 108,226.70

Timeline: July 1, 2023 – June 30, 2024