

**INTERMUNICIPAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
THE SOMERVILLE-CAMBRIDGE PUBLIC HEALTH COLLABORATIVE**

This Intermunicipal Agreement ("IMA") is entered into by and between the City of Somerville, with its principle office located at 93 Highland Avenue, Somerville, MA 02143 (hereinafter "Somerville"); the City of Cambridge, with its principle office located at 795 Massachusetts Ave., Cambridge, MA 02139 and the Cambridge Health Alliance with its principle office located at 1493 Cambridge Street, Cambridge, MA 02139 ("Cambridge"), collectively as the "cities" and individually as a "city" and the Metropolitan Area Planning Council, with its principle office located at 60 Temple Place, Boston, MA 02111 ("MAPC" or "Agency"), collectively referred to as the "Parties" and/or "Somerville-Cambridge Public Health Collaborative", this ____ day of _____ 2024, as follows:

For purposes of this Agreement, the term "Chief Executive Officer" shall mean the Mayor in Somerville and City Manager in Cambridge, and the term "Health Authority" shall refer to the Board of Health in Somerville and the Commissioner of Health in Cambridge.

WHEREAS, the MAPC was awarded a Public Health Excellence grant award to support a cross-jurisdictional public health sharing service arrangement in the Somerville-Cambridge Public Health Collaborative from the Commonwealth of Massachusetts' Department of Health Office of Local and Regional Health ("OLRH") pursuant to RFR 214333, the Public Health Excellence Grant Program for Shared Services (hereinafter the "Grant Program").

WHEREAS, Somerville and Cambridge are each empowered by law to staff, maintain and operate boards of health and/or public health departments, which are proper governmental functions and services;

WHEREAS, the Chief Executive Officer and Health Authority of all parties agree that they share many of the same public health challenges and could therefore benefit from collaboration in addressing those challenges;

WHEREAS, Somerville and Cambridge have determined that it is mutually beneficial to hire and continue to employ shared public health employees (hereinafter "Shared Staff") between the cities in order to fulfill the responsibilities outlined in the RFR 214333 and the Grant Program. Memorandum of Understanding for the Establishment and Operation of a Shared Grant-Funded Cross-Jurisdictional Public Health Sharing Service Arrangement ("MOU"), dated 5/31/2023 and attached hereto as Exhibit A and this Agreement hereby expands and supersedes said MOU.

WHEREAS, Somerville and Cambridge have the authority to enter into this IMA pursuant to M.G.L. c. 40, s. 4A;

NOW THEREFORE, the Somerville and Cambridge in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

**Article I
Purpose**

1. The purpose of this IMA is for the establishment, operation, maintenance, and oversight of the Somerville-Cambridge Public Health Collaborative (hereinafter referred to as the "Collaborative")

to support building and deploying Shared Staff and resources to better achieve their statutory requirements, respond to public health emergencies, and satisfy the goals of the grant outlined in RFR 214333.

2. The Collaborative, acting by and through the Somerville-Cambridge Public Health Collaborative Advisory Board (hereinafter the "Advisory Board") as established in *Article V* of this IMA, MAPC, and the Shared Services Coordinator established in *Article IV* of this IMA, will coordinate, manage, and direct the activities of the Somerville-Cambridge Public Health Collaborative with respect to the services and responsibilities outlined in the contract between the MAPC and OLRH. Further they will manage, and direct the activities for the purpose of designing and implementing a program by which the public health staff and resources of the Cities are shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Cities may be better protected as more fully described in the attached Exhibit B (hereinafter referred to the "Shared Services Program").

Article II

Term and Termination

3. The Term of this IMA shall be for three (3) years, commencing on the date of execution and ending on June 30, 2027. Thereafter, this IMA shall automatically renew for three (3) additional three (3) year terms, for a total term of twelve (12) years ending on June 30, 2036. The automatic renewal of this IMA is contingent upon the Contract renewal or execution of a subsequent Grant Contract between the MAPC and OLRH.
4. Any party by approval of both its respective Executive Authority and Health Authority, may withdraw from this Agreement by giving at least three (3) months prior written notice to the other parties and the Advisory Board. MAPC reserves the right to withdraw and terminate its participation in this Agreement upon the written notice to the remaining parties by the MAPC Executive Director. Such notice shall be provided to the other parties to the Agreement 3 (three) months prior to the effective date of termination. MAPC reserves the right to withdraw and terminate its participation in this Agreement upon the written notice to the remaining parties by the MAPC Executive Director. Such notice shall be provided to the other parties to the Agreement 3 (three) months prior to the effective date of termination.

Article III

Grant Administrator

5. MAPC shall serve as the grant administrator and is responsible for managing grant deliverables, required reporting, and will act as the primary point of contact for OLRH. MAPC 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 Shared Services Program as more fully described in the attached Exhibit B and incorporated herein.
6. MAPC shall manage the budget approved by the Advisory Board (see Article V). MAPC shall allocate the funding according to Shared Services Program and make decisions related to ad hoc purchases requested by the Somerville-Cambridge Public Health Collaborative.

7. MAPC will contract with the cities on an annual basis, or as necessary, to provide pass-through funding for Shared Staff and other required items.
8. MAPC will procure any grant approved goods and/or services in pursuit of the deliverables outlined in the Shared Services Program. Procurements utilizing grant funding must comply with M.G.L. Chapter 30B and other relevant Federal, State, and Local Laws, Statutes and Regulations. Invoices for all costs incurred by this Agreement and the Shared Services Program shall be paid upon review and approval by MAPC, who will process all payment in accordance with its general bill paying processes.
9. MAPC shall act as the Collaborative's lead collective purchasing agent pursuant to M.G.L. c. 7, §22B for all contracts to be entered into on behalf of the Collaborative. Final approval of any such contract is subject to approval by the Advisory Board, to the extent deemed necessary under Article V.
10. MAPC as the Grant Administrator is expected to assist in preparing an Annual Budget and produce triannual spending reports to be submitted to OLRH as outlined in the Grant Contract. MAPC as the Grant Administrator shall keep accurate and comprehensive financial records, which will be made available to all parties upon their written request. All records will be maintained in accordance with the Massachusetts Public Records law.

Article IV Shared Services Coordinator

11. The City of Somerville shall hire and/or employ a full-or part-time Shared Services Coordinator. The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement and will be responsible for ensuring that the Collaborative is a well-run and efficient entity. It is the responsibility of the Shared Services Coordinator to equally and fairly allocate time to all members, with the priority focused on projects that provide a shared benefit to all parties.
12. The Shared Services Coordinator is responsible for completing the annual work plan and triannual narrative reports to submit to OLRH.
13. The Shared Services Coordinator is responsible for scheduling, running and ensuring that the Advisory Board meetings are held in accordance with M.G.L. c. 30A s. 18-25 (the "Open Meeting Law") as applicable and that written notice of all meetings is posted in accordance with the Open Meeting Law, as outlined in Article V.

Article V Advisory Board

14. The Collaborative hereby establishes the Advisory Board as the governing body for the Collaborative. Each city shall have two voting seats on the Advisory Board and MAPC will have one seat. For Somerville, the Director of Health and Human Services and Director of Inspectional Services will serve on the Board. For Cambridge, the Chief Public Health Officer and Inspectional

Operations Manager will serve on the Board. The Director of Public Health of the MAPC will serve on the Board for MAPC.

15. The Advisory Board may adopt rules for conducting their business as they deem necessary and appropriate through the adoption of formal bylaws. In matters pertaining to making policy and procedures for oversight of the Collaborative, Advisory Board members from Somerville and Cambridge are afforded equal representation. 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.
16. In the event of a tie, the Director of Public Health of the MAPC will be permitted to cast a tiebreaking vote.
17. Advisory Board meetings shall be held in accordance with M.G.L. c. 30A s. 18-25 (the "Open Meeting Law") as applicable and written notice of all meetings shall be posted in accordance with the Open Meeting Law. The date and hour of any regular meeting shall be scheduled by order of the Advisory Board. The Advisory Board shall hold additional meetings as may be needed depending upon the pressure of business. An Advisory Board meeting shall be called upon the request of any two (2) Advisory Board members with the members calling the meeting setting the location, date and hour thereof.
18. Each Advisory Board member shall receive at least forty-eight (48) hours notice of any specially called Advisory Board meeting, such notice to set out the location, date and time of the meeting. The location for the conduct of meetings shall be as determined by the Advisory Board. Changes in the location must be made with respect to the Advisory Board and notice of Board meetings shall be posted in compliance with applicable law. Advisory Board members shall be given the chance to participate in Advisory Board meetings remotely. Remote meeting resources are the responsibility of the Grant Administrator.
19. The Advisory Board shall meet as-needed, but not less than quarterly. The Roles and Responsibilities of the Advisory Board include:
 - a. Developing annual and long-term goals for the Collaborative.
 - b. Advising on Collaborative staff priorities.
 - c. Collaborating in developing a sustainability plan for the Collaborative.
 - d. Adopting any Collaborative-wide policies and recommended regulations.
 - e. Reviewing and providing recommendations on operating budgets.
 - f. Assuring compliance with all mandatory reporting requirements of the Grant Program as prescribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - g. Assuring attendance of Shared Services Coordinator or equivalent representative at the monthly or other grant holder meetings convened by DPH and OLRH.
 - h. Reviewing financial status and financial statements provided by the Grant Administrator.
 - i. Reviewing and providing recommendations on reports from staff.
 - j. Evaluating Shared Serves Program staff or consultants, and;
 - k. Requesting, authorizing and recommending the hiring of Shared Staff or contractors. Requesting and/or recommending the termination of shared services employees or contractors.

20. The Advisory Board may establish working groups to work on specific objectives in the annual work plan. The working group meetings must comprise of at least one staff member from Cambridge and one staff member from Somerville.
21. Meetings of Shared Staff and municipal staff members shall not be considered Advisory Board meetings unless they are attended by the members of the Advisory Board that constitute a quorum. It is acknowledged that Shared Staff and municipal staff, who are not on the Advisory Board, will meet frequently to discuss Collaborative endeavors and operations and develop recommendations for the Advisory Board, that may not constitute Advisory Board meetings.

Article VI

Collaborative Shared Staff

22. Should additional shared staff positions be desired, the Advisory Board will decide which city serves as the host community for each Shared Staff position. The host community will be responsible for the hiring, employment, and provisioning of all necessary equipment for each respective Shared Staff. All personnel decisions, including salaries and termination of Shared staff, shall be the responsibility of the host community with a request and recommendation from the Advisory Board. Benefits and other employment policies that govern the employment of the Shared Staff shall be determined by the host community. The host community shall include the Shared Staff under all liability insurance policies covering its employees.
23. The Shared Staff must equally and fairly allocate time to all members in performance of the Shared Services Program. All concerns regarding the allocation of Shared Staff time and resources must be documented and presented to the Shared Services Coordinator and Advisory Board to discuss a reasonable resolution.
24. The Advisory Board shall recommend the hiring of Shared Staff as outlined in the Shared Services Program. Decisions regarding the hiring of new positions or changes to existing positions shall be included and approved in the Annual Budget.
25. The host community for a Shared Staff position will lead on hiring, employing, and equipping process for any Shared Staff. The host community must share job descriptions with Advisory Board for feedback prior to grading and posting the position. Somerville and Cambridge must have representatives during the interviewing and decision-making processes. The hiring of any final candidate shall be subject to the vote and approval of the Advisory Board.
26. Employees and personnel for any party providing services pursuant to this Agreement shall be deemed employees of their respective city or agency, and not Collaborative employees or employees of any other city or agency. An employee who performs services, pursuant to this Agreement on behalf of another member party, shall be deemed to be acting within the scope of their current municipal job duties at all times and remain an employee of the employee's city for insurance coverage purposes. Said municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such city.

Article VIII

Rights and Indemnities

27. 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 Somerville and Cambridge have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law. Should the Collaborative or any party 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 other parties will proportionally share in the liability for such expenses.

Article VIII Other Provisions

28. Any notice permitted or required hereunder to be given or served on any party 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:

City of Cambridge
Yi An Huang

yhuang@cambridgecitymanager

Cambridge, MA 02139

(contact name)
(email)
(phone)
(address)

Cambridge Health Alliance
Attn: Derrick Neal, Chief Public Health Officer
dneal@challiance.org
617-665-3795
119 Windsor Street, Cambridge, MA 02139

(contact name)
(email)
(phone)
(address)

City of Somerville
Karin Carroll

kcarroll@somervillema.gov
781-808-7266
167 Holland St, Somerville MA 02145

(contact name)
(email)
(phone)
(address)

MAPC

(contact name)
(email)
(phone)
(address)

29. No individual participating in this IMA, or in any program offered by the Collaborative shall be discriminated against because of race, color, sex, religion, sexual orientation, national origin, ancestry, age, and/or other protected class.

30. If any portion of this IMA shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
31. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
32. Any and all amendments to the provisions in this IMA shall be mutually agreed upon by the Somerville-Cambridge Public Health Collaborative. Amendments shall be stated in writing and signed in the same manner in which this IMA was executed.
33. This IMA shall not be transferred or assigned by or to any party without the written consent of all other members of the Somerville-Cambridge Public Health Collaborative and a vote of the Advisory Board.
34. This IMA constitutes the entire IMA and supplants the MOU attached hereto as Exhibit A, and all other Agreements with respect to the Somerville Cambridge Public Health Collaborative.
35. This Agreement may be executed in counterparts by each party and so executed shall constitute one complete Agreement.

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

For: THE CITY OF SOMERVILLE

Signature: Katjana Ballantyne

Date: 1-7-2025

Name: Katjana Ballantyne

Title: Mayor

Signature: [Signature]

Date: 1/7/2025

Name: Cynthia Amara

Title: City Solicitor

Signature: [Signature]

Date: 1/6/2025

Name: Ed Bean

Title: City Finance Director, Auditor

For: SOMERVILLE BOARD OF HEALTH

Signature: [Signature]

Date: 12/18/24

Name: Brian GREEN

Title: Director of Board of Health

For: THE CITY OF CAMBRIDGE

Signed by: 
Signature: _____ Date: 12/3/2024
Name: Yi An Huang Title: City Manager

For: CAMBRIDGE HEALTH ALLIANCE

Signed by: 
Signature: _____ Date: 11/20/2024
Name: Assaad Sayah Title: CEO and Public Health Commissioner

For: METROPOLITAN AREA PLANNING COUNCIL

Signature: _____ Date: _____
Name: _____ Title: _____

* * * * *

Exhibit A: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT AND OPERATION OF A SHARED GRANT-FUNDED
CROSS-JURISDICTIONAL PUBLIC HEALTH SHARING SERVICE ARRANGEMENT**

This AGREEMENT is made by and between the Massachusetts cities of Somerville and Cambridge, duly-organized municipal corporations (hereinafter "the Participating Municipalities" or "Municipalities") for the purpose of determining the roles and responsibilities of the Parties above in sharing and managing grant-funded resources and to support a cross-jurisdictional public health sharing service arrangement.

WHEREAS, the Participating Municipalities are each empowered by law to staff, maintain and operate public health departments, which are a proper governmental function and service, 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 municipalities achieve the goals of the Municipalities, and

WHEREAS, the Chief Executives of the Municipalities made a joint application for a public grant from the Massachusetts Department of Public Health and have been awarded the grant from the Massachusetts Office of Local and Regional Health (hereinafter "OLRH") via RFR 214333, the Public Health Excellence Grant Program for Shared Service, and

WHEREAS, the Municipalities have determined that it is mutually beneficial to employ shared public health employees between the municipalities in order to fulfill the responsibilities outlined in the RFR 214333;

NOW, THEREFORE, BE IT RESOLVED, that the Municipalities commit to work together to deliver the goals of the grant in supporting the communities build and deploy the Shared Staff and resources to better achieve their statutory requirements, respond to public health emergencies, and satisfy the goals of the grant outlined in RFR 214333. The parties will undertake the following actions to achieve said purpose:

1. The Participating Municipalities hereby establish the Shared Service Arrangement for the purposes of employing a Shared Services Coordinator (hereinafter "Shared Staff") to explore and, where agreed to, act on opportunities to align systems for essential public health services. The Shared Services Coordinator is to serve the residents of each Municipality equally and to fulfill their respective duties, to be found in respective job descriptions.
2. MAPC will serve as the lead community and fiscal agent for the Shared Service Arrangement with responsibility for effectively managing and accounting for shared assets of the Participating Municipalities and operating the Arrangement as described in the sections above. MAPC will be responsible for grant management including providing grant deliverables, acting as the primary Office of Local and Regional Health point of contact for the grant, and attending all required meetings and trainings.
3. The City of Somerville will serve as the host community for the Shared Services Coordinator, and will lead on the hiring, employing, and equipping process of such staff.

4. The Participating Municipalities agree to participate in the policy making for the Shared Service Arrangement and the hiring process of the Shared Staff. Each participating Municipality is given one vote and decisions shall be approved by consensus of all Participating Municipalities.
5. The Participating Municipalities parties may agree to mediation or other mutually acceptable dispute resolution option, otherwise lack of consensus will be considered a withdrawal from this agreement, and each may seek relief available under the law.
6. For all purposes, the employees and equipment of the respective Participating Municipal Departments will remain employees and property of the Participating Municipality, including but not limited to employee benefits and workers' compensation. To the extent permitted by law, each Participating Municipality shall indemnify and hold harmless all other Participating Municipalities for any liability caused by the action or inaction of the Participating Municipality's employees and agents, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses.
7. The Municipalities agree to meet biweekly and participate in discussions relating to the effectiveness of the public health sharing services arrangement, including procedures, policies and decision-making processes. The frequency of meetings is subject to change upon agreement of the Participating Municipalities and MAPC.
8. The Municipalities agree to have at least one representative from their municipality present at each meeting. If a representative is unable to attend, they shall notify MAPC and the Participating Municipalities at least two days in advance of the meeting, unless in case of an emergency. If no representatives from a municipality are able to attend, MAPC and the Participating Municipalities shall discuss whether it is appropriate to reschedule the meeting.
9. The Participating Municipalities may share public health and inspectional equipment for a specified amount of time if granted approval from the municipal department that owns the equipment. The Participating Municipalities may seek an equipment sharing agreement that will outline liability for when the equipment is on loan.

This AGREEMENT shall take effect on May 1, 2023 and shall be in effect for the full term of the grant unless it is superseded by a further inter-municipal agreement before that date. If any or all of the three anticipated three-year renewal options are exercised between the Participating Municipalities and the OLRH, this AGREEMENT shall be automatically extended, except if any Participating Municipality seeks withdrawal.

If a Participating Municipality seeks to withdraw from this AGREEMENT before it concludes, they shall inform the other Participating Municipalities in writing of their plans 90 days before their withdrawal will go into effect. Any Participating Municipality that withdraws is nevertheless obligated to honor their commitment to the group and provide any required documents to the group and/or the OLRH to complete withdrawal.

This AGREEMENT constitutes the entire and complete agreement between the parties and supplants any and all prior agreements or understandings relative to the group. 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 40 MCL 4A. The Alliance will maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; shall perform regular audits of such records, and render periodic financial statements to all participants.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this day of _____, 2023, by their duly authorized Chief Executive Officers.

SIGNATURE PAGE:

Katiana Ballantyne, Mayor 5/23/23
Name and Title Date

Katiana Ballantyne
Signature

Somerville
City/Town

DERECK L NEAL 6-6-23
Name and Title Date

Derek L. Neal
Signature

Cambridge
City/Town

Exhibit B: Shared Services Program

The Collaborative shall provide the following services in coordination with the City of Somerville, City of Cambridge, and Metropolitan Area Planning Council:

- *Regional Shared Staff*
 - *Regional Shared Services Coordinator* shall perform all necessary administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant.
 - *Other Regional Positions* including a regional public health inspector, regional public health nurse, regional community health worker, or other regional positions deemed necessary and appropriate by the Advisory Board may be hired during the term of the Grant Program.
- *Regional Inspectional Services.* Piloting a rodent fertility control program across Cambridge and Somerville on municipal and residential sites to determine best practices for integrated pest management system and continued assessment.
- *Regional Consultant Services.* Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.
- *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 for Public Health Excellence](#). 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
- NEIWPCC
- 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.