

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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OFFICE OF THE TOWN ADMINISTRATOR

June 18, 2021

To: Town Council
From: Jamie Hellen, Town Administrator

RE: Resolution 21-37 Termination of the Agreement for Veterans Services

All great things must come to an end.

The Town announces that its longtime Veterans Services Officer, Dale Kurtz, has officially given me a retirement date of August 27th, 2021. His many years of dedicated service to the community, our state and our country is nothing short of heroic. There are very few words to appropriately describe the incredible work and accomplishments Mr. Kurtz has compiled through his career. I think his work speaks for itself and his impact on the Franklin community is as large as any. It's my sincere hope that the Franklin community offers him a very warm reception through the summer as his final months of leadership in the community conclude. We wish him the best of health and prosperity in his retirement and that he gets to spend as much time with his family and grandchildren as he tells me he is going to do!

As a result of Dale's retirement the Town is requesting severance in the agreement with the County of Norfolk for veterans services. The Town will no longer have shared veterans services and instead will hire a full time veterans services officer. The position will be posted next week.

If you have any additional questions please feel free to ask and we look forward to the discussion next week.



TOWN OF FRANKLIN

RESOLUTION 21-37

**Termination of Agreement for Veteran Services Between the
Town of Franklin and the County of Norfolk**

WHEREAS, Town of Franklin (Hereinafter: "Town") entered into a written agreement with County of Norfolk (hereinafter: "County") dated October 16, 2019 (hereinafter: "Agreement") which included Town's part time employment of County Veterans Service Advocate Dale Kurtz as Town's Veterans' Services Officer and,

WHEREAS, Dale Kurtz has announced his retirement, effective August 27, 2021, and Town therefore desires to terminate Agreement, and

WHEREAS, Agreement contains a termination provision in paragraph 9 thereof which provides a process for termination which includes a vote of Town's Town Council and thirty days' written notice to County,

NOW THEREFORE, be it voted by the Franklin Town Council that:

1. The Agreement for Veteran Services Between the Town of Franklin and the County of Norfolk dated October 16, 2019 is hereby terminated, effective at 5:00 p.m. on Friday, August 27, 2021
2. The Franklin Town Administrator is directed to transmit a copy of this resolution to the County, at least thirty (30) days prior to said date, in compliance with the written notice requirement contained in paragraph 9 of Agreement.

This Resolution shall become effective in accordance with the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2021

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Nancy Danello, CMC
Temporary Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**

**AGREEMENT FOR VETERAN SERVICES
BETWEEN THE TOWN OF FRANKLIN
AND THE COUNTY OF NORFOLK**

THIS AGREEMENT is entered into by and between the Town of Franklin (hereafter “Franklin”) and the County of Norfolk (hereafter “County”), hereafter referred to collectively as the “Parties”, this 16th day of October 2019, as follows:

WHEREAS, the Parties desire to continue cooperation in the provision, on a shared basis, of veterans’ services for the benefit of the Town;

WHEREAS, the Town has obtained authorization for this joint undertaking as required by M.G.L. c.40, §4A pursuant to a vote of the Town Council and a vote of the County Commissioners;

WHEREAS, the parties acknowledge that this agreement shall take effect on January 1, 2020 and shall replace the current agreement between the parties that is set to expire on June 30, 2020; and

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

- 1. Appointment of Veterans’ Services Officer and Assistant.** The Town of Franklin, acting through its Town Administrator, shall appoint the current Norfolk County Veterans’ Service Advocate, Dale Kurtz, as the Veterans’ Services Officer (VSO) for the Town pursuant to Massachusetts General Law. The Town of Franklin, acting through its Town Administrator, shall also appoint the Norfolk County part time Veteran’s Services Assistant as support for Mr. Kurtz and the Town of Franklin for 19 hours per week.
- 2. Duties of Veterans’ Services Officer.** During the term of this agreement, Dale Kurtz, shall serve as a full time Veterans’ Services Officer or Director. With respect to the Town of Franklin, Dale Kurtz’s normal work week shall consist of thirty hours and Dale Kurtz may perform additional veterans’ services work elsewhere within or on behalf of Norfolk County.
- 3. Duties of the Veterans Services Assistant.** During the term of this agreement, the Veterans Services Assistant’s normal work week shall consist of nineteen hours and will perform veterans’ services work as directed by the Veterans’ Services Officer or Director.
- 4. Supervision.** With respect to work as the Veterans’ Services Officer for the Town of Franklin, Dale Kurtz shall be under the supervision of the Town Administrator or his

designee. With respect to other veterans' services work, Dale Kurtz shall be under the supervision of the County Director or his designee. Any disagreement arising under this provision shall be resolved by consultation of the Town Administrator, the County Director and Dale Kurtz.

5. **Compensation and Benefits.** Dale Kurtz shall continue to be an employee of the County, and the County shall continue to be solely responsible for Dale Kurtz's compensation and benefits. In no event shall this agreement be deemed to make Dale Kurtz an employee of the Town of Franklin or entitle him to receive any work-related compensation or benefits from the Town of Franklin. Three-fourths of holiday, vacation, sick and other leave time taken by Dale Kurtz pursuant to generally applicable county policy shall be deemed part of Dale Kurtz's work hours for the Town. The Veterans' Services Assistant shall be an employee of the County and the County shall be solely responsible for the Assistant's compensation and benefits. In no event shall this agreement be deemed to make the Veterans' Services Assistant an employee of the Town of Franklin or entitle the Assistant to receive any work-related compensation or benefits from the Town of Franklin.

5. **Payments to County.** Beginning on January 1, 2020, the Town shall remit to the County the sum of Five Thousand Two Hundred Thirty-Five Dollars (\$5,235) monthly during the term of this agreement. Such payment is to be made quarterly beginning July 15th and thenceforth every 90 days. Beginning in years two (FY21) and three (FY22) of this agreement, the monthly payment shall increase to Five Thousand Four Hundred Seventy Dollars (\$5,470) and Five Thousand Six Hundred Dollars (\$5,600), respectively.

6. **Hours of Work.** The Parties recognize that some variance from the normal division of time described in Paragraph 2 is expected based upon changing conditions and needs and that minor variances will not occasion any adjustment of the financial arrangements between the Town and County.

7. **Specific Agreement.** The relevant provisions of this agreement assume the availability of Dale Kurtz as a County employee qualified and available to perform the duties described herein. Should Dale Kurtz leave the employ of the County or for some reason be unable to perform the duties herein, the parties may amend this agreement by written agreement approved by the Town Council and the County Commissioners, or the parties shall take the necessary steps to terminate the agreement.

8. **Term of this Agreement.** The term of this Agreement shall begin on January, 2020 through June 30, 2022. The Agreement shall automatically renew for an additional year beginning on July 1, 2022, with the contract fee increased to Five Thousand Seven Hundred Seventy Dollars (\$5,770) per month, unless terminated as provided in Paragraph 9 below. This Agreement may be extended thereafter as the parties may agree, with such agreement approved by the Town Council and the County

Commissioners.

9. **Termination of this Agreement.** The Town, by vote of its Town Council, or the County, by vote of its Commissioners, may terminate this Agreement upon the provision of at least thirty (30) days prior written notice to the County or Town. Such notice shall state the termination date. Upon such termination, the Town shall be solely responsible for veterans' services for the benefit of the town. Upon such termination, the County shall prepare a full statement of outstanding unpaid financial obligations under this Agreement, if any, and present the same to the Town for payment within thirty (30) days thereafter.
10. **State Department of Veterans' Services.** This Agreement is intended to be in compliance with all applicable statutes, regulations and policies of the Massachusetts Department of Veterans' Services (DVS). The parties agree to work together to resolve any concerns of the DVS regarding this agreement or its implementation.
11. **Severability.** The Town and County 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.
12. **Amendment.** This Agreement may be amended from time to time, but only by mutual written agreement of the Town and County approved by the Town Council and the County Commissioners.

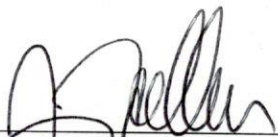
WITNESS OUR HANDS, as of the dates specified:

TOWN OF FRANKLIN,

COUNTY OF NORFOLK,

By its Town Administrator, duly-authorized:

By its Commissioner, duly authorized:



Town Administrator



Chairman

Print Name: Jamie Kelley
Date: 12/3/19

Print Name: FRANCIS W O'BRIEN
Date: 12/18/19

Mark G Cecil

Town Attorney
(As approved to Form)

Print Name: Mark G Cecil

Date: 12-3-19

Chris Sandini

Town Comptroller

Print Name: Chris Sandini

Date: 12-3-19

Counsel for the County of Norfolk
(As approved to form)

Print Name: _____

Date: _____

Norfolk County Treasurer

Print Name: _____

Date: _____