

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

October 10, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 19-70: Reauthorization of Veteran's Department Agreement

With our Veteran's Services Officer's contract with Norfolk County expiring at the end of the fiscal year, we have reached a new agreement through 2023 with the County. I am requesting approval of the contract tonight. A draft is in the packet.

The additional financial request is to make our Veterans Assistant, Debra Martin, a part-time 19 hour a week permanent employed position as part of the district. Debra has been on a grant, which ends when Dale's agreement ended. Debra has been a great asset and addition to the staff.

If you have any additional questions please feel free to ask.



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 19-70

**AUTHORIZATION FOR INTERMUNICIPAL AGREEMENT
WITH COUNTY OF NORFOLK FOR COUNTY OF NORFOLK
TO PROVIDE VETERANS SERVICES TO FRANKLIN**

WHEREAS, Franklin continues to be in need of a person to provide veterans services, and

WHEREAS, County of Norfolk (hereinafter: "County") continues to employ a person as a Veterans' Advocate and continues to be willing to make said person available to Franklin to provide veterans services in consideration of Franklin's payment of compensation to County, and

WHEREAS, the proposed arrangement, which would be the subject of a new written intermunicipal agreement between Franklin and County, a draft copy of which is attached hereto as "Exhibit 1", would benefit both governmental entities, and

WHEREAS, an intermunicipal agreement is governed by the provisions of G.L. Chapter 40, Section 4A which requires that each governmental entity authorize the agreement,

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Franklin hereby authorizes the Town Administrator pursuant to G.L. Chapter 40, Section 4A to negotiate and execute an intermunicipal agreement with the County of Norfolk in substantially the form attached hereto as "Exhibit 1", which agreement will provide for County to continue to provide veterans services to Franklin residents and to continue to receive compensation therefor, provided that said agreement may contain provisions for its extension(s) and such other terms and conditions as the Town Administrator determines to be in the Town's best interest.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED:
UNANIMOUS: _____

A True Record Attest:

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

**Teresa M. Burr
Town Clerk, CMC**

**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.

6. **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 (\$5,420) and Five Thousand Six Hundred Dollars (\$5,600), respectively.
7. **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.
8. **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.
9. **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 10 below. This Agreement may be extended thereafter as the parties may agree, with such agreement approved by the Town Council and the County Commissioners.
10. **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.
11. **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.

12. 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.

13. 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: _____

Print Name: _____

Date: _____

Date: _____

Town Attorney
(As approved to Form)

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

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Town Comptroller

Norfolk County Treasurer

Print Name: _____

Print Name: _____

Date: _____

Date: _____