

**INTER-MUNICIPAL AGREEMENT**  
**BETWEEN THE TOWNS OF LEXINGTON AND BEDFORD**

**VETERANS' SERVICES DISTRICT**

THIS AGREEMENT dated as of this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Agreement") by and between the Town of Lexington, a Massachusetts municipal corporation having a usual place of business at Town Hall, 1625 Massachusetts Avenue, Lexington, MA 02420, acting by and through its Board of Selectmen ("Lexington"), and the Town of Bedford, a Massachusetts municipal corporation having a usual place of business at 10 Mudge Way, Bedford, Massachusetts 01730, acting by and through its Board of Selectmen ("Bedford").

WITNESSETH THAT:

WHEREAS, Lexington and Bedford desire to share the services and costs associated with a Veterans' Services District; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A and c. 115 (Chapter 471 of the Acts of 1972);

WHEREAS, the Massachusetts Department of Veterans' Services Secretary (Secretary) must approve this District and Agreement;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

**1. District Board.** A District Board shall be created on acceptance of this agreement with one representative from Lexington and Bedford. Said representative shall be the Town Manager or designee. The Board shall meet as needed and shall address all issues related to the implementation of this District and shall oversee the performance of the Director.

**2. Payment of Veterans' Services District Benefits.** During the Term of this Agreement, it is agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of MGL c. 115 shall be paid by the Treasurer of the member Town in which that Veteran resides.

**3. Term.** The term of this Agreement shall commence on the date of execution hereof, and shall expire on June 30, 2022, unless earlier terminated as set forth herein. On or before May 1<sup>st</sup> of each year during the Term of this Agreement, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

**4. Veterans' Services District Director.** The VSO of Lexington, or a successor hired through standard personnel practices agreed to by the Town Managers of Lexington and Bedford, shall serve as the Director of the District and will supervise all VSO's in their duties as related to the Office in the two Towns. Specifically, the parties shall share the services of the Veteran Services District Director and the Veteran Services Officer, notwithstanding any other the provision of this Agreement to the contrary.

**5. Cost of District Operations.** Lexington and Bedford shall assume their respective shares of the costs associated with a common Veteran Services District, based on the Cost Allocation Model found in Appendix D. Shared expenses under this Agreement will include, but not necessarily be limited to, the

following expenses attributable to the VSO's: employee salary, benefits, Medicare tax, Worker's Compensation, liability insurance, membership in professional associations, recruitment costs and as further detailed in Appendix D

Lexington shall employ all VSO's of the District and pay all reasonable and customary salaries and operating expenses. Bedford shall contribute its share of the associated costs for these positions by paying to Lexington an amount as required by the terms and conditions of this Agreement and Appendix XX. Payments to Lexington shall be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1).

Lexington shall adjust the compensation it pays said positions as it may elect to do in accordance with standard personnel practices which impact upon the Veteran Services District Director and VSO, and shall give prompt written notice to Bedford of any such adjustment.

To provide Bedford with certainty in planning its budget for the Veterans' Services District, Bedford payment to Lexington each fiscal year shall be established and fixed by March 1. Within 90 days of the close of each fiscal year, Lexington will provide the Town of Bedford with an analysis of actual staff and office expenses for the prior fiscal year. Any amount over or under the amount paid by Bedford will be adjusted in the subsequent year's payment by Bedford.

**6. Other Benefits.** Lexington shall provide all VSO benefits to which he/she is entitled under standard personnel practices of the Lexington. Both parties agree to allow the Director and VSO to enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under standard personnel practices of Lexington. Neither party shall make any demand on the Director or VSS or take any action with respect to them that is in violation of their rights under standard personnel practices of Lexington or under any applicable legislation.

Should a VSO formerly employed by this District (but not the Director) file for unemployment insurance benefits or worker's compensation benefits, the Bedford share of the cost will be increased in the following year by an equal amount.

**7. Retirement Benefits.** All VSO's of the District will be members of the Lexington Contributory Retirement System, assuming eligibility requirements are met. As part of Bedford annual payment, it will pay the agreed upon prorated normal cost or other retirement benefits toward the pension/retirement costs of the VSO's of the district.

**8. Duties.** The VSO's of the District shall perform his duties as required by the District Board and the respective local laws and regulations of Lexington and Bedford. Attached as an appendix to this document is a "Goals, Objectives and Structure of the Veterans' Services District: December xx, 2018.

**9. Office Hours and Locations.** The Director and the Veterans' Services Officer shall work primarily in the office spaces provided by Lexington and Bedford. Both Towns shall maintain regular, public office hours with such office hours to be mutually agreed upon by the parties.

**10. Indemnification.** Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, the Town of Bedford (the "Indemnifying Municipality") separately agrees to indemnify the Town of Lexington, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Veterans' Services District staff pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses

for personal injury or damage to real or personal property by reason of any negligent act or omission by the Veterans' Services District while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Bedford's obligations shall be limited to the services provided for Bedford; Lexington's obligations shall be limited to the services provided for Lexington.

**11. Termination.** This Agreement may be terminated by either party for any reason or no reason on one-hundred eighty (180) days written notice to the other, unless the parties agree otherwise. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

**12. Assignment.** Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

**13. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

**14. Waiver.** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

**15. Amendment.** This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

**17. Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

**18. Notices.** Any notice permitted or required hereunder to be given or served on either party by the other 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.

a. **To Bedford.** Any notice to Bedford hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:  
Sarah Stanton, Town Manager  
Bedford Town Hall  
10 Mudge Way  
Bedford MA 01730

or to such other address(es) as Bedford may designate in writing to Lexington.

b. To Lexington. Any notice to Lexington hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

James J. Malloy, Town Manager  
Lexington Town Hall  
1625 Massachusetts Avenue  
Lexington, Massachusetts 02420

or to such other address(es) as Lexington may designate in writing to Bedford.

**19. Complete Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

**20. Financial Accounting and Reporting.** Lexington shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Lexington shall maintain accurate and comprehensive records of all costs incurred by or on account of the Veteran Services District, and all payments received from Bedford. An annual financial statement will be issued by Lexington to Bedford within 120 days of the end of the fiscal year.

**21. Justification for District formation per Massachusetts Department of Veteran Services.** See Appendix A for the District Formulation basis upon which the Massachusetts Secretary of Veteran Services will consider this request for approval to form a veterans' services district per 108 CMR 12.02(2)(a) through 12.02(2)(f).

**WITNESS OUR HANDS as of the first date written above.**

**TOWN OF BEDFORD**  
**By its Board of Selectmen**

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**TOWN OF LEXINGTON**  
**By its Board of Selectmen**

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## Appendix A District Formation Justification for DVS



### **District Name**

Lexington/Bedford Veteran Services District

### **Municipalities:**

Lexington  
Bedford

### **Municipality Populations (2010 Federal Census):**

Lexington: 31,394  
Bedford: 13,320  
Total: 44,714

### **District Position Titles:**

District Director  
Veteran Services Officer

### **Number of Full-time Positions Required by Chapter 115**

Director: 1  
Part-Time VSO: 1  
Clerical: 1\*

*\*District will have a full-time/shared admin staff to meet this requirement.*

### **Office Locations**

Director: 1625 Massachusetts Avenue, Lexington MA 02420  
VSO: 12 Mudge Way, Bedford, MA 01730

### **Hours of Operation (preliminary)**

Lexington Office: Monday – Wednesday: 8:30 a.m. to 4:30 p.m.; Thursday, 8:30 a.m. to 7:30 p.m.; Friday: 8:30 a.m. to 12:00 noon.  
Bedford Office: To be determined following hiring of VSO.

Appendix B Mission Statement



***Lexington/Bedford  
Veteran Services District***

**Mission Statement**

*Our mission is to support the veterans residing in our district by identifying veterans and their families in need of service and providing information and access to the services for which they are eligible under the law.*

Appendix C - Goals and Objectives



# ***Lexington-Bedford Veterans' Services District***

## **Goals and Objectives**

- 1.) To execute timely and accurate benefit delivery for all veterans seeking help from the Federal, State and Local branches of government***
- 2.) To provide dignity, compassion, respect and privacy to all veterans seeking assistance***
- 3.) To empower veterans through technology, information sharing, and networking; where they can assist themselves and their fellow veterans by connecting services to need***
- 4.) To continue the fight against homelessness and joblessness within the veteran community***
- 5.) To be honest and forthright with our veterans, researching the correct answer and providing results as quickly as accuracy allows***
- 6.) To see the office as a base of operations, not a home, bringing services to the veteran wherever they are whenever they need***

## Appendix D – Budget and Cost Allocation

		Effective Date	Annual Estimated Total	Lexington Allocation	Lexington Amount	Bedford Allocation	Bedford Amount
1	Salary - Director	7/1/2019	\$ 76,194	78%	\$ 59,431	22%	\$ 16,763
2	Benefits						
3	Health		\$ 7,358	78%	\$ 5,739	22%	\$ 1,619
4	Dental		\$ 882	78%	\$ 688	22%	\$ 194
5	Life		\$ -	78%	\$ -	22%	\$ -
6	Medicare (1.45%)		\$ 1,105	78%	\$ 862	22%	\$ 243
7	Pension (4.95% Normal Cost)		\$ 1,563	78%	\$ 1,219	22%	\$ 344
8	Workers Compensation		\$ 1,432	78%	\$ 1,117	22%	\$ 315
9	Cell Phone		\$ 600	78%	\$ 468	22%	\$ 132
10	Mileage		\$ 200	78%	\$ 156	22%	\$ 44
	Sub-Total:		\$ 89,334		\$ 69,681		\$ 19,654
10	Salary - VSO	7/1/2019	\$ 33,355	0%	\$ -	100%	\$ 33,355
11	Benefits						
12	Health		\$ -	0%	\$ -	100%	\$ -
13	Dental		\$ -	0%	\$ 156	100%	\$ -
14	Life		\$ -	0%	\$ -	100%	\$ -
15	Medicare (1.45%)		\$ 484	0%	\$ -	100%	\$ 484
16	Pension (4.95% Normal Cost)		\$ -	0%	\$ -	100%	\$ -
17	Workers Compensation		\$ 23	0%	\$ -	100%	\$ 23
18	Cell Phone		\$ 600	0%	\$ -	100%	\$ 600
19	Mileage		\$ 150	0%	\$ -	100%	\$ 150
	Sub-Total:		\$ 34,612		\$ 156		\$ 34,612
20	Expenses	7/1/2019					
21	Professional Services		\$ 1,000	50%	\$ 500	50%	\$ 500
22	Printing		\$ -	50%	\$ -	50%	\$ -
23	Seminars/Conferences		\$ 500	50%	\$ 250	50%	\$ 250
24	Membership/Dues/Licenses		\$ 200	50%	\$ 100	50%	\$ 100
	Sub-Total:		\$ 1,700		\$ 850		\$ 850
<b>24 Total Salary + Benefits</b>			<b>\$ 125,646</b>		<b>\$ 70,687</b>		<b>\$ 55,115</b>



## Appendix E - District Structure

# Lexington Bedford Veterans' Services District

*Complete Integration of the Veteran Community*  
*Maximize Local Resources*  
*Open Doors to Veteran*

