

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF MILTON, MASSACHUSETTS AND
THE TOWN OF RANDOLPH, MASSACHUSETTS
FOR THE CREATION OF
THE RANDOLPH-MILTON VETERANS' SERVICES DISTRICT**

Pursuant to chapter 115, section 10 of the Massachusetts General Laws, as that chapter may be amended from time to time, the Board of Selectmen for the Town of Milton, Massachusetts ("Milton") and the Town Manager and Town Council for the city known as the Town of Randolph, Massachusetts ("Randolph") do hereby mutually agree to the formation, establishment and operation of a Veterans' Services District to be known as the Randolph-Milton Veterans' Services District (the "RMVSD"), as described further below. The purpose of the RMVSD will be to fulfill the duties described in M.G.L. ch. 115, section 10, including to furnish such information, advice and assistance to veterans and their dependents as may be necessary to enable them to procure the benefits to which they are or may be entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, pension and other veterans' benefits, and for the purpose of appointment of a Veterans' Services Officer ("VSO") for said RMVSD, for the enforcement therein of the purposes set forth above, and of such other provisions of law as it may be the VSO's duty to enforce.

This Memorandum of Agreement between Milton and Randolph for the Creation of the Randolph-Milton Veterans' Services District ("MOA") shall govern the operation of the RMVSD. The parties to this MOA agree that the RMVSD shall function as follows:

Creation of RMVSD and Term of Agreement:

- The RMVSD shall consist of the two contiguous municipalities, Randolph and Milton. The RMVSD shall be formed for a 12 month fiscal year (beginning on the July 1 following execution of this MOA and ending on the subsequent June 30). Upon execution and approval of this MOA by each party, this MOA shall automatically renew on July 1 of each subsequent fiscal year, unless terminated pursuant to the terms of chapter 115, section 10 of the Massachusetts General Laws or pursuant to the terms of this MOA. In no case shall the total term of this MOA be for longer than 25 years, including all renewal periods.
- The RMVSD shall adhere to applicable legal requirements, meet Massachusetts Secretary of the Department of Veterans' Services' ("DVS") uniform standards, and demonstrate that sufficient veterans' benefits and services are provided adequately to veterans and their eligible dependents residing in the two municipalities that comprise the RMVSD.
- The RMVSD shall operate in compliance with all applicable laws, regulations and directives of DVS. This MOA, and the RMVSD, shall be governed by chapter 115, section 10 of the Massachusetts General Laws and any other applicable laws, including M.G.L. chapter 40, section 4A.

Creation of RMVSD Board:

- Pursuant to chapter 115, section 11 of the Massachusetts General Laws, there shall be an RMVSD Board (“Board”) to implement the terms of this MOA. Pursuant to that statute, the Board shall consist of the Town Manager of Randolph or the Town Manager’s designee and the Chair of the Select Board of Milton or the Select Board’s designee.
- Pursuant to state law, the Board shall appoint, fix the compensation of, and may remove the person designated as director of veterans’ services (also known as the Veterans’ Services Officer) for the RMVSD (the "VSO"). This process shall be carried out as described further, below.
- The Board may, upon a unanimous vote, decide to also appoint a shared deputy or assistant VSO if, in the opinion of the Board, such an officer is necessary. In such a case, the Board may also appoint, fix the compensation of, and may remove a deputy or assistant VSO. The deputy or assistant VSO appointed by the Board shall serve both Milton and Randolph, shall assist the VSO and shall perform the duties of the VSO if the VSO is unavailable. If a deputy or assistant VSO is appointed by the Board, the employment of the deputy or assistant VSO shall be handled in the same manner as the employment of the VSO, as described further, below.
- In the event that the Board does not appoint a deputy or assistant VSO, Milton and Randolph are each free, in their own individual discretion, to hire a deputy or assistant VSO independently to assist the VSO in the provision of Veterans’ services in their respective Towns and/or to assist the VSO in providing shared services to both Towns, using their own resources.
- Randolph and Milton are each free, in their own individual discretion, to hire any other administrative staff or other support staff to assist the VSO in the provision of Veterans’ services in their respective Towns using their own resources.
- Pursuant to state law, the Board may also determine the expenses of the following, for the purposes of determining apportionment between the two Towns:
 - the salary and benefits expenses of the VSO;
 - the salary and benefits expenses of any deputy or assistant to the VSO appointed by the Board under this MOA; and
 - the operating expenses of the VSO department.

By unanimous vote, the Board may apportion said expenses between Randolph and Milton in a manner that is fair and equitable to each community. This process shall be carried out as described further, below. Any amounts apportioned under this MOA shall be apportioned as follows: sixty percent (60%) of the apportionment costs to be paid by Randolph and forty percent (40%) of the apportionment costs to be paid by Milton.

- The Board shall meet as needed to carry out the terms of this MOA. A meeting of the Board may be called by any member upon 10 days advanced written notice to the other member of the Board.
- The Treasurer/Collector of the Town of Randolph shall be treasurer of the RMVSD and shall give to the RMVSD a bond, with a surety company authorized to transact business in the Commonwealth as surety, for the faithful performance of their duties as treasurer of the RMVSD in such sum and upon such conditions as the Board may require. The Treasurer of the Town of Milton shall be similarly bonded. The Treasurer for each respective Town shall receive and disburse Veteran's benefits for the Veterans residing in each Town, respectively. The Treasurer/Collector for the Town of Randolph, in their capacity as the RMVSD treasurer, shall receive and disburse any other monies on behalf of the RMVSD, including any other money received under the provisions of M.G.L. ch. 115, sec. 11. Each Town shall independently process benefits for the Veterans of that Town. All other disbursements shall be made upon approved warrants or other legally sufficient approval by the RMVSD Board and consistent with the terms of this MOA.

Appointment and Employment Status of VSO and any shared Assistant:

- The VSO and any shared deputy or assistant to the VSO appointed by the Board under this MOA ("Assistant") shall be treated as employees of the Town of Randolph for all purposes except as explicitly required otherwise by law. The VSO and any Assistant shall be paid all compensation and benefits by the Town of Randolph, consistent with the Town of Randolph employment regulations, ordinances, policies, guidelines and practices. The VSO and any Assistant shall be appointed by the Randolph Town Manager as an employee of the Town of Randolph. However, such appointment may take place only upon the recommendation of the Board, and any such appointment may only be for a term of up to three years.
- Once the VSO and/or any shared Assistant have been appointed by the Randolph Town Manager, upon recommendation of the Board, they shall be treated as Randolph Town employees for all purposes except as explicitly required otherwise by law. They shall be supervised, directed, overseen and disciplined pursuant to all Town of Randolph regulations, ordinances, policies, guidelines and practices, including the Town of Randolph Employee Handbook, as that document may be amended from time to time.
- The VSO or any Assistant may be terminated from employment under the following circumstances:
 - Upon a recommendation of the Randolph Town Manager and approval by vote of the Board; or
 - Upon a recommendation of the Chair of the Milton Select Board and approval by vote of the Board; or
 - Upon a unanimous vote of the Board.

- The salary of the VSO and any shared Assistant shall be set by the Randolph Town Manager consistent with the Town of Randolph employment practices and policies. Said salary shall be paid from the Town of Randolph budget, subject to appropriation and subject to apportionment, as described further below. Said salary may be reviewed by the Board upon the request of any Board member and may be adjusted upon a unanimous vote of the Board to adjust the salary up or down. The payment of any such adjusted salary to the VSO or any shared Assistant shall be subject to appropriation and availability of funds in both Milton and Randolph.
- The VSO shall maintain an Office in both Randolph and Milton. The regular schedule for the VSO shall be to work in the Veterans' Services Office located in Randolph three (3) days per week and in the Veterans' Services Office located in Milton two (2) days per week, unless the Board agrees, unanimously to modify this schedule for a set period of time. The VSO shall be a full-time employee, and, as such, shall work a total of 35 hours per week, minus excused vacations, sick days, and other excused absences. The shared Assistant may be full time or part time, as determined by the Board at the time of hiring. The office hours for the VSO and any shared Assistant shall be posted so that the public is aware of when the VSO and any shared Assistant will be available in the respective offices.
- To the extent that a modified schedule is requested by the VSO or the shared Assistant pursuant to Federal, state or local disability laws, accommodation laws, leave laws, leave policies, or for other reasons protected or prescribed by applicable employment laws or policies, the Randolph Town Manager and the Randolph Human Resources Office shall administer those leave or modified schedule requests in accordance with the Town of Randolph employment policies, and shall notify the Board of any long term schedule changes or requests for leave that are granted. Said action may be overruled only by a unanimous vote of the Board.

Duties of the VSO and any shared Assistant:

- The VSO and any shared Assistant shall be governed by the applicable job description(s) for this position(s) and by the applicable Town of Randolph employment ordinances, policies and procedures, as those documents may be amended from time to time, except to the extent that any of those provisions conflict with the terms of this MOA or with any superseding requirements of law.
- Pursuant to chapter 115, section 13 of the Massachusetts General Laws, the VSO shall acquire and have on hand copies of current booklets and other printed matter pertaining to the statutory rights of veterans provided under state and federal laws. The VSO and the VSO's department may call at any time upon any department, board, division or commission of the Commonwealth for such assistance as may be necessary in carrying out their functions. They shall also work in close coordination with existing Federal

agencies established for the aid of such veterans, and they shall enlist the support of hospitals within their respective communities or districts for carrying out the purposes of chapter 115, sections ten to fourteen, inclusive.

- The VSO shall comply with all applicable requirements of law, including chapter 115, section 14 of the Massachusetts General Laws. The VSO department shall be under the general direction of the secretary of veterans' services for the Commonwealth of Massachusetts, and they shall be physically located independently of, and separate and apart from, any other public or private agency, board, bureau, social agency or society, except a department or agency disbursing aid or relief or veterans' benefits pursuant to chapter 115.
- Pursuant to state law, every VSO shall, from time after the original allowance of any claim for veterans' benefits, make such investigations of the necessities and qualifications of the claimant as to prevent the payment of any such benefits contrary to any provision of this chapter.
- Pursuant to state law, upon the request of any veteran, the VSO for the city or town in which he resides shall record his discharge or release papers, without charge, in books kept by him for that purpose. Said VSO shall keep an index of papers so recorded, and copies thereof, if attested by him, shall be admissible in evidence to the same extent and with the same effect as the originals.
- The VSO shall keep a detailed record of veterans in each municipality including contact information and services requested/provided. A detailed annual report shall be submitted to the officials in both Milton and Randolph.
- Within sixty (60) days following the end of each fiscal year, the VSO shall prepare and send to the Commissioner of Veterans' Services an annual report for the preceding fiscal year. This annual report will provide a narrative on the state of the district, statistical data on all veterans' activities performed and all veterans' services and benefits provided for both communities.

Apportionment of RMVSD Expenses:

- **Salary and Benefits Apportionment Amount.** In September of each year the Town Accountant for the Town of Randolph shall determine: i) the amount of money spent by the Town of Randolph on the VSO's salary and benefits and ii) the amount of money spent by the Town of Randolph on any shared Assistant's salary and benefits, for the previous fiscal year and shall notify the treasurer of the RMVSD (who is the Treasurer/Collector of the Town of Randolph) of that amount (the "Salary and Benefits Apportionment Amount").

- **Shared Operational Expenses Apportionment Amount.** In the event that Milton and/or Randolph purchase or otherwise acquire significant supplies, materials or software, or incur other significant costs, for the mutual benefit of both Towns and in furtherance of the purposes of this MOA, said costs may be apportioned between the two Towns, but only upon a unanimous vote to apportion those costs by both members of the Board. In such a case, in September of the year following such purchase or acquisition, the Town Accountant for the Town of Randolph and the Town Accountant for the Town of Milton shall each determine the amount of money spent by each Town, respectively, on the approved shared expenses for the previous fiscal year and shall notify the treasurer of the RMVSD (who is the Treasurer/Collector of the Town of Randolph) of that amount (the “Shared Operational Expenses Apportionment Amount”). The Shared Operational Expenses Apportionment Amount shall not include the salaries or benefits of any staff member hired individually by either Town. The Shared Operational Expenses Apportionment Amount shall not include regular office supplies, computers, office space, technology, administrative support or other supplies that are routinely used in the individual offices of each Town, unless such items are required for the purposes of supplying services to both Towns and approved by a unanimous vote of the Board. If a dispute develops concerning what costs should be included in the Shared Operational Expenses Apportionment Amount in any given year, any disputed amount shall only be included for apportionment upon a unanimous vote of the Board approving such apportionment.
- Upon notification of the Salary and Benefits Apportionment Amount and any Shared Operational Expenses Apportionment Amount, the treasurer of the RMVSD shall determine the amounts to be paid by each municipality. Said determination shall be made by apportioning sixty percent (60%) of the reported apportionment costs to Randolph and forty percent (40%) of the reported apportionment costs to Milton. The treasurer of the RMVSD shall promptly notify the Board and the treasurers of Milton and Randolph of this apportionment and of the amounts due, pursuant to this apportionment, to reimburse each community such that Randolph pays 60% of the total reported costs and Milton pays 40% of those costs for the prior fiscal year. Every city or town treasurer so notified shall, annually in December, certify the amount of such apportionment to the board of assessors of their municipality, who shall include such amount in the tax levy of the following year.
- Randolph and Milton will share all benefit and pension costs for Board appointed employees on a proportionate basis, as described above.
- Randolph and Milton shall each pay, individually, for any operational expenses associated with the provision of VSO services by the VSO or any shared Assistant in each respective Town, except in cases where those expenses are approved for apportionment by a unanimous vote of the Board, as described above.

Miscellaneous Matters:

- Pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws, each of the Towns shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement, but only to the extent provided by Chapter 258 of the Massachusetts General Laws (the Massachusetts Tort Claims Act) or to the extent provided by any other applicable law. By entering into this Agreement, neither of the Towns has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. Notwithstanding the forgoing, neither Town shall be liable under this Agreement for damages caused by any failure to provide services arising out of an Act of God, loss of power, force majeure, or any other cause beyond its reasonable control.
- Amendments may be made to this MOA only upon the written approval of the Randolph Town Manager and the Chair of the Milton Select Board.
- Each Town shall only be obligated under this MOA to make the payments specifically described in this MOA.
- Unless otherwise required by law, any records generated relating to providing services to the Town of Randolph, or its Veterans, shall be treated as records of the Town of Randolph during the term of this MOA and shall be records of the Town of Randolph upon the termination of this MOA.
- Unless otherwise required by law, any records generated relating to providing services to the Town of Milton, or its Veterans, shall be treated as records of the Town of Milton during the term of this MOA and shall be records of the Town of Milton upon the termination of this MOA.
- Unless otherwise required by law, any employment records relating to the VSO or any shared Assistant VSO shall be treated as personnel records of the Town of Randolph.
- Upon the expiration or termination of this MOA, the Towns shall work cooperatively to ensure that documents, supplies, or other property or materials that were used for the VSO's purposes under this MOA are returned to the appropriate Town and treated as that's Town's property going forward. This shall include any records, keys to any public buildings, technology, or other items or materials that have been used by the VSO or any shared Assistant under this MOA.
- Neither party may assign, transfer or otherwise dispose of the MOA or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written

consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

- This MOA constitutes the entire agreement between the parties with respect to the matters set forth herein and may not be changed, amended, modified or terms waived except in writing signed by both the Randolph Town Manager and the Chair of the Milton Select Board.
- This MOA is governed by the laws of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that any dispute arising under or relating to this MOA shall be adjudicated by a Court sitting within the Commonwealth of Massachusetts and pursuant to Massachusetts laws, notwithstanding the principles of conflicts of laws.
- In the event that any provision contained in this MOA is deemed illegal or invalid, the remaining provisions shall remain in full force and effect.
- Any notices required or allowed under this MOA shall be sent to the Randolph Town Manager, if to Randolph, and to the Chair of the Milton Select Board, if to Milton, at that respective party's address, as provided herein, by certified mail, return receipt requested.
- Notwithstanding anything to the contrary in this MOA, this MOA is subject to the appropriation and availability of funds.
- This MOA may be executed in multiple counterparts which, taken collectively, shall constitute one agreement.
- A signature provided by facsimile or PDF shall serve as a binding signature on this agreement.

EXECUTED and agreed to as a sealed instrument by the following:

For the Town of Randolph:

For the Town of Milton:

Brian Howard, Town Manager

Chair of the Select Board

Date:

Date:

