

## Shared Services between Oak Bluffs and Tisbury

The Towns of Oak Bluffs and Tisbury are communities on Martha's Vineyard.

There are six incorporated towns on the one island. There are some island wide services are offered, like mass transit and some social services. These agencies have their own State and local enabling legislation. Most governmental services are performed town by town with only a few shared services between them, such as waste management, which is provided through an agreement with three towns. The Dukes County government offers certain services such as food stamps and other social programs.

The Towns of Oak Bluffs and Tisbury decided to evaluate whether they could develop certain shared service to increase efficiency. The Towns met for several months to determine whether they could offer joint services and evaluated several potential areas for shared services.

One area of agreement was to share the management of Eastville Beach. The Beach is in Oak Bluffs but lies adjacent to the border of Tisbury. The Beach facility itself includes a small park and beach access. The facility is owned by both towns and Dukes County. The Towns elected to create a Memo of Understanding among the three entities regarding maintenance with the Highway Superintendents of both towns offering providing management. Both sides agreed to fund this effort through CPC funds appropriated in FY 2020. Amounts for appropriation totaled \$10,000 (\$5,000 from each Town).



Another area of possible shared services involved the funding and use of Private Human Service Agencies. There are numerous service agencies on island that are funded through Town appropriation.

Both Towns agreed to jointly evaluate Human Services Agencies providing service, and then develop a more efficient human services plan to meet the needs of the Island. The goals of this effort went beyond the Towns, and suggested sharing administrative services, stricter cost control, more conservative budgeting and private fundraising. The two Town Administrators, members of the two Finance Committees, and members of both Boards of Selectmen would comprise a Committee to develop a plan to accomplish this and hope to start promptly, so the finding could be incorporated into the budgets.

The Selectmen also investigated sharing a Building Inspector and having a separate local inspector for each town. The concept involved the Towns to hire a main building inspector to be in charge of inspection, review of projects, issuing permits and compliance. There would be several regional inspectors to offer services on-site.

After several meetings, the Towns agreed to examine shared services for building code and inspection services. This would be accomplished through the development of a scope of work complete with cost information to jointly hire a shared Building Commissioner. This position would be officially responsible for the program, issuing permits and developing regulations. The Commissioner would supervise building permit reviews in both towns and would hire staff to complete these tasks. The proposal was developed in concern with the Town Administrators of both towns.

A memorandum for the provision of shared building services was developed. The memorandum was debated, but was ultimately not acted on by the towns. The project did initiate other efforts however that might result in more efficient provision of services.

Other services were further discussed, such as shared restaurant inspector, equipment, grant writer, Animal Control Officer, affordable housing coordinator, school formula, IT services, natural resources, etc. The Shellfish Department might consider sharing the patrolling of Lagoon Pond. The Board of Health and the Police Department should also be invited to consider if their departments might have ways to share.

This effort ultimately did result in the joint maintenance of the Eastville Beach. There is now joint management of the maintenance and other responsibilities related to beach operation.

The absence of skilled personnel on island makes shared services necessary and beneficial. In areas that require a level of technical competence it is very difficult to find one person who meets specialized requirements, let alone several. The Towns are facing that realization and are investigating shared services, albeit slowly. This exercise will likely be repeated in differing locations with other services as well. The up-island towns are reworking their public safety agreements and including more capital cost sharing. The Vineyard is one island and these type of shared services arrangements will not doubt be used more frequently.

**Towns of Oak Bluffs and Tisbury, Massachusetts**  
**Intermunicipal Agreement for Building Commissioner Services**

Article 1.     Purpose

This agreement is entered into pursuant to Massachusetts General Laws Chapter 40, Section 4A, as authorized by a vote of the Board of Selectmen of each Town, to enable the Towns of Oak Bluffs and Tisbury, Massachusetts to join together to establish and administer a program of shared Building Commissioner Services for the supervision of building construction pursuant MGL Chapter 143, section 3 and all other applicable statutes and regulations including 780 CMR R7, as agreed to by the Participating Governmental Units. Specifically, the Towns intend to equally share one qualified person to serve in the role of Building Commissioner for each of the two Towns.

Article 2.     Definitions

Participating Governmental Units: The Town of Oak Bluffs, Massachusetts and the Town of Tisbury, Massachusetts.

Building Commissioner Services: Any and all duties required of a Building Commissioner under applicable Massachusetts laws and regulations and local bylaws, including, but not limited to MGL Chapter 143, Section 3, et seq., and 780 CMR R7, et seq.

Article 3.     Term

This agreement shall take effect on the 1<sup>st</sup> day of January, 2019, for a three (3) year term that may be extended for additional three-year terms commencing January 1 of each successive three-year period, by mutual agreement of the parties, acting through their respective Boards of Selectmen. The Participating Governmental Units shall give each other notice of whether or not they wish to extend the initial term at least ninety (90) days prior to the date of the expiration of the agreement, unless another date is mutually agreed upon by the parties in writing.

Article 4.     Lead Town and Procedures

The Town of \_\_\_\_\_ shall act as "lead town" for the Participating Governmental Units, by providing the necessary equipment and coordination to perform said Building Commissioner Services. Said Commissioner shall be considered employee of the Town of \_\_\_\_\_ and be accorded all applicable benefits enjoyed by other \_\_\_\_\_ municipal employees as they are or shall be established. The Building Commissioner shall be hired through a collaborative recruitment conducted by the two Towns, and the selected candidate must be approved by vote of both Boards of Selectmen. The Building Commissioner must be a Commonwealth of Massachusetts certified Building Commissioner and must maintain that certification during the term of this agreement. The services of the Building Commissioner shall be divided equally among the two Towns. Each Town shall provide supporting staff to include administrative

assistance and a local inspector as needed to maintain a smooth flow of operations for their respective communities.

Article 5.      Funding Contribution

The Towns agree to divide equally the costs of maintaining the shared position including, but not limited to, salaries, group health insurance, workers' compensation insurance, life insurance and all other applicable benefits. Subject to an annual breakdown of costs, the Town of \_\_\_\_\_ agrees to pay to the Town of \_\_\_\_\_ in four equal quarterly installments on or before April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> and January 1<sup>st</sup> during the fiscal year, the equal share of total costs for the program. This payment shall include all applicable expenses incurred by the Town of \_\_\_\_\_ in providing Services on behalf of the Participating Governmental Units. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution or timing during any extended term of this agreement, subject to available appropriation.

Article 6.      Indemnification

In the event that any claims, demands, suits, causes of action, costs and expenses arise with respect to the services provided pursuant to the Agreement, and to the extent provided by Massachusetts General Laws Chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other Participating Governmental Unit from and against any such claims, demands, suits, causes of action, costs, and expenses, including reasonable attorney's fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants or employees. By entering into this agreement, neither of the parties has waived any governmental immunity or limitations of damages which may be extended to them by operation of law. This agreement is by and between the municipalities which have executed it and each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This agreement is not intended to confer third-part beneficiary status on any person.

Article 7.      Miscellaneous Provisions

- a. Amendments: This agreement may be amended in writing only by vote of the Board of Selectmen of each of the Participating Governmental Units.
- b. Entire Understanding: This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. Governing Law: This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. Dispute Resolution: Any disputes arising under this agreement shall be resolved through arbitration in the following manner: the Boards of Selectmen of each of the Town shall appoint an arbitrator; if the two arbitrators so appointed cannot agree on a resolution, the

two arbitrators shall agree upon and appoint a third arbitrator and a majority vote of the three arbitrators shall be determinative.

- e. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and insure the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- f. Severability: If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is signed by each Participating Governmental Unit by its duly- authorized representative as of the date indicated by its signature,

TOWN OF TISBURY,

By: \_\_\_\_\_  
Chairman of the Board of Selectmen

Date: \_\_\_\_\_

TOWN OF OAK BLUFFS

By: \_\_\_\_\_  
Chairman of the Board of Selectmen

Date: \_\_\_\_\_

ATTACH CERTIFIED VOTES OF THE BOARD OF SELECTMEN FOR EACH  
GOVERNMENTAL UNIT

**TISBURY BOARD OF SELECTMEN-OAK BLUFFS BOARD OF SELECTMEN  
JOINT MEETING AGENDA**

Oak Bluffs Public Library

56R School Street

Oak Bluffs, MA 02557

Tuesday, September 11, 2018 4:30 PM

**Call meeting to order**

**Joint Meeting of the Oak Bluffs and Tisbury Boards of Selectmen**

Funding and oversight for Private Human Service Agencies

Potential Areas for Shared Services

Areas for Priority Attention (ex. Building Department)

Areas for General Discussion

Shared maintenance for Eastville Beach

Plan Partnership Agreement for addressing Lagoon Pond

Action Plan, follow-up and scheduling next meeting.

**Adjourn Joint Meeting**

RECEIVED  
SEP 7 - 2018  
2:19 PM  
JF



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P.O. BOX 1239 – 51 SPRING STREET  
VINEYARD HAVEN, MASSACHUSETTS 02568  
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FAX: (508) 693-5876  
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P.O. BOX 1327 – 56 SCHOOL STREET  
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[www.oakbluffsma.gov](http://www.oakbluffsma.gov)

September 12, 2018

TO: Martha's Vineyard Community Services  
Vineyard Health Care Access  
Center for Living  
Healthy Aging Task Force  
Dukes County Human Service Department  
Substance Abuse Prevention Program

FROM: Boards of Selectmen of the Towns of Oak Bluffs and Tisbury

**RE: Request for Consideration of Municipal Government Funding**

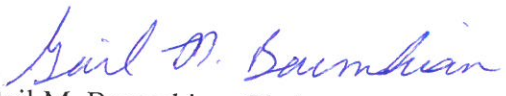
As the number of private human service agencies seeking funding from local municipal governments here on the island continues to increase in both number and amounts requested, the Boards of Selectmen of the Towns of Oak Bluffs and Tisbury request that the Island's human services providing agencies meet to review and plan around some of the critical issues facing the delivery of human services for Island residents in an effort to promote efficiency.


Currently, our two towns combine to fund over \$578,000 and growing in direct subsidies to private human services agencies in its annual budget and articles. This total is nearly \$1,500,000 island-wide. To assist the towns in helping to meet our human service needs in the most efficient manner possible and to protect against a dangerous future of competition among the groups for limited funding, we request the agencies to meet to discuss some of the inefficiencies which may be evolving as part of our model. With some shared administrative services and oversight, more conservative budgeting techniques, stricter cost controls and some private fund-raising, we are confident that together we can work to provide an adequate municipal subsidy to meet funding gaps to provide critical human services for our Island residents. However, without a concerted effort on all our parts, our current model is currently on its way toward failure.

The Boards are hopeful that in the several months prior to our budgeting process for fiscal year 2020, our human service providers can meet to review these issues and help us in

developing a more sustainable model for meeting these needs. We look forward very much to discussing your progress and initiatives as we contemplate allocating funds in our very tight budget for the coming year. We all share a common purpose in working together to meet the needs of all our Island residents, and we thank you for your efforts and look forward to your continued leadership as we best evolve our system to fund and to provide human services.

Sincerely,

  
Gail M. Barmakian, Chair  
For The Oak Bluffs Board of Selectmen

  
Tristan Israel, Chair  
For The Tisbury Board of Selectmen



**Agenda  
Board of Selectmen Meeting  
Library Meeting Room  
September 11, 2018**

**4:30 p.m.      Call meeting to order  
Joint Meeting of the Oak Bluffs and Tisbury Boards of Selectmen**

**Items for discussion (1-1A)**

Funding and oversight for Private Human Service Agencies

Potential Areas for Shared Services

- a. Areas for Priority Attention (ex. Building Department)
- b. Areas for General Discussion

Shared maintenance for Eastville Beach

Plan Partnership Agreement for addressing Lagoon Pond

Action Plan, follow-up and scheduling next meeting.

**Adjourn Joint Meeting**

**6:00 p.m.      Public Announcements**

**Department Head, Boards and Committee Updates**

**Minutes**

August 28, 2018

**Old/New Business**

Discussion and possible vote to set a date for a Special Town Meeting. (2)

Request to close Circuit Avenue on October 20<sup>th</sup> from 6:00 p.m. to 11:00 p.m. for an event to benefit Connect to End Violence. Larkin Stallings (3-3A)

Appoint Assistant Town Administrator Wendy Brough as ADA Coordinator. (4)

Approve a grievance procedure for ADA complaints. (5)

Update from Friends of the Landbank on progress with Tradewinds. Celia Gillis.  
(6-6A)

**Appointments (7-7A)**

Zoning Board of Appeals

Douglas M. Pease

Affordable Housing Committee

William Stafursky

**Town Administrator's Report**

- Capital Improvement Program
- Electricity Bid
- School Roof Update
- ICMA Conference

**Selectmen's Update**

**Adjourn**

The listing of matters are those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

**TISBURY AND OAK BLUFFS BOARD OF SELECTMEN JOINT MEETING AGENDA**

**Tuesday, December 11, 2018 at 4:00 PM**

**Oak Bluffs Library Meeting Room, 56R School St, Oak Bluffs, MA**

**Melinda F. Loberg; Tristan R. Israel; James J. Rogers**

Review status of the Building Services  
Human Services Study team (action plan)

RECEIVED  
DEC 7 - 2018  
J. Hillary Conklin  
Tisbury Town Clerk  
3:31 PM