

VETERANS' SERVICES INTER-MUNICIPAL AGREEMENT

Between the City of Lynn and the Town of Swampscott for Fiscal Years 2019-2021

Pursuant to G.L. c.40, §4A, and G.L. c.115, §10, this Agreement, entered into by the City of Lynn, by its City Council approved by the Mayor, and the Town of Swampscott, by its Board of Selectmen, is hereby entered into this 1st day of July, 2018. This Agreement contractually enables the Director of Lynn's Veterans Services Office to perform the duties of such office for both municipalities which are party to this Agreement. This Agreement shall commence on July 1, 2018 ("Effective Date") and expire on June 30, 2021, unless sooner terminated or extended by the parties in accordance with this Agreement.

WHEREAS, Lynn and Swampscott are mutually agreeable to the creation of a Veterans Service District; and

WHEREAS, the Secretary of the Massachusetts Department of Veterans' Services ("DVS") has given permission to Lynn and Swampscott to establish and operate a Veterans Services District ("District"), which shall coordinate veterans' services in both communities;

NOW THEREFORE, said respective municipalities enter into this Agreement as follows:

- A. The City of Lynn's Department of Veterans Services ("Department") shall provide coverage for G.L. c.115 veterans' services, as well as other veterans' resources under local, state, and federal programs for both municipalities beginning on the Effective Date of this Agreement.
- B. The Veterans' Services Director of Lynn shall serve as the Director of the District ("Director").
- C. The Director and of his/her designees shall be responsible for the performance and coordination of the following services:
 1. The function and purpose of the Director is to deliver essential services to the veterans and their eligible dependents residing in the District.
 2. The Director shall take all applications for G.L. c.115 veterans' benefits and shall make initial determinations of eligibility; forward requests for authorization for reimbursement to the DVS; pay benefits and prepare and submit monthly returns of veterans' benefits paid by each community within the District.
 3. In each member municipality within the District, the Director shall maintain a depository of military discharges and service records of veterans residing in each such municipality within the District, makes copies, and forwards

copies, as appropriate. Except as provided by law, the Director shall, pursuant to G.L. c.40, §51, safeguard and protect from unauthorized disclosure the names of any persons residing in each of the constituent municipalities of the District who receive veterans' benefits under G.L. c.115.

4. The Director shall coordinate the proper interment of the remains of any veteran or adult dependent of a veteran in accordance with current regulations. The Director shall prepare and submit documentation of veterans' and eligible dependents' burial expenses for partial reimbursement of funeral and burial or interment expenses from the Secretary of DVS.
5. Except in communities where the Director is serving as the veterans' burial agent, the Director shall work with the municipality's veterans' graves officer to ensure that each municipality within the District is in compliance with the applicable general laws, regulations, and policies regarding proper interment and care of veterans' graves. The Director shall coordinate with each community's graves officer responsible for the maintenance of veterans' graves, including the placement of a United States flag on each veteran's grave on Memorial Day each year.
6. The Director shall provide outreach services by providing referrals and assistance to veterans and their dependents regarding available benefits and services, including G.I. Bill benefits under the various G.I. Bill iterations; educational assistance; home purchases; tax exemptions; pensions; reemployment rights; civil service; burials and hospitalizations; and adjudication of claims for federal veterans' benefits against the U.S. Department of Veterans Affairs (VA). The Director shall establish outreach programs that incorporate efforts to work with federal, state, and local governmental bodies and agencies, as well as private entities, as needed, including accessing federal veterans' benefits from the VA and employment assistance through Massachusetts Career Centers, and the U.S. Department of Labor's workforce training programs.
7. The Director shall conduct public information campaigns to ensure that the eligible client population is aware of current laws. The Director shall keep current with changes in the laws which affect veterans' benefits and services by attending professional development programs and by communicating with DVS.
8. The Director shall coordinate and supervise the observance of Memorial Day and Veterans' Day, including all ceremonies and parades, in the communities within the District in conjunction with each community's veterans' council.
9. The Director shall arrange for the lowering of all flags within the District on occasions of public mourning and upon orders from District officials, member communities, the Governor, and the President of the United States. The Director shall work with the municipalities comprising the District and the U.S. Department of Defense, in cooperation with the families of lost and fallen veterans, to honor veterans lost in the line of duty and fallen veterans.

10. The Director shall comply with the DVS directive, dated June 8, 2009, to move to a paperless Web-VSMIS system if such conversion has not already occurred in each municipality.
- D. Any Veterans Agents employed by the City will provide support and assistance to the Director in the performance of the above duties.
 - E. Any Administrative Assistants and/or Administrative Clerks employed by the City will provide administrative assistance, including answering phone calls and other inquiries from residents of both municipalities regarding veterans' services, making appointments with the Director and any general administrative duties as assigned.
 - F. A designee of the Town of Swampscott and the City of Lynn Mayor shall meet at least annually to review the performance of this Agreement and the delivery of veterans services in each member municipality.
 - G. It is understood and agreed that the distribution of benefits payable to veterans in the member municipalities under the provisions of G.L. c.115 shall be paid by the Treasurer of the member municipality in which that veteran resides.
 - H. It is understood and agreed that the seventy-five percent (75%) reimbursement of veterans' benefits from the Commonwealth of Massachusetts will be credited to the member municipality in which that veteran resides. The Director will endeavor to obtain the maximum reimbursement of veteran's benefits permitted by law in every instance.
 - I. Each member municipality shall be responsible for its own procurement of flags for any services or ceremonies.
 - J. The Town of Swampscott shall pay \$30,000.00 annually to the City of Lynn for services rendered pursuant to this Agreement. The assessment shall be paid on or before July 31, 2018 for FY2019 and by July 31 for each ensuing fiscal year. The annual assessment for any renewed term shall be negotiated by the parties. All remaining costs associated with the operation of the District shall be paid by the City of Lynn. If any additional municipalities opt to join the District, it is agreed and understood that the annual assessment to the Town will be renegotiated.
 - K. While engaged in performing services on behalf of the Town of Swampscott under this Agreement, the Director and all staff of the Department shall be deemed to be engaged

in the service and employment of the City of Lynn, notwithstanding that such service activity or undertaking is being performed in or for the Town of Swampscott.

- L. By entering into this Agreement, the municipalities have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The City of Lynn and the Town of Swampscott are the sole and exclusive beneficiaries of this Agreement. No third party rights, express or implied, are created. The provisions of this paragraph shall survive termination of the Agreement.
- M. The City of Lynn may, by vote of its City Council, or the Town of Swampscott, by vote of its Board of Selectmen, may withdraw from the District at the end of the fiscal year if such withdrawal is voted not less than sixty days prior to the end of the fiscal year and notice is filed with the other municipality comprising the District.
- N. This Agreement may be renewed by mutual written agreement of all parties. It is further understood that the renewal of this Agreement is subject to approval of the DVS Secretary of district status not later than one year from the date of the Secretary's initial approval and every two years thereafter.

[signature pages to follow]

CITY OF LYNN
By its City Council:

Signed this 25th day of JULY, 2018

Dagren Gyi
[Signature]
Wayne A. Lopez
John Walz
[Signature]
[Signature]
Rianna Cha. Koutis
A. P. LC
Har. J. Wt
Bin M. Fred
R. L. Shel

Approved by its Mayor:


[Signature]
Thomas M. McGee


Approved As To Form:

[Signature]
George S. Markopoulos
City Solicitor

TOWN OF SWAMPSCOTT
By its Board of Selectmen:

Signed this 1 day of August, 2018





Naomi Dreeben

Laura Spademan

