**AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT**

**BETWEEN\_\_\_\_\_\_\_\_\_**

The Intermunicipal Agreement (“IMA”) dated DATE between MUNICIPALITIES is hereby amended as follows:

WHEREAS, each of the Municipalities is participating in the [NAME OF COLLABORATIVE] (“Collaborative”) wherein [HOST AGENT] is the Host Agent for the Collaborative and the Municipalities agree to amend the IMA.

WHEREAS, each of the Municipalities is participating in certain statewide opioid settlements (“Statewide Opioid Settlements”) reached between the Massachusetts Attorney General and opioid industry participants (“Defendants”), pursuant to which they are directly receiving Global Settlement Abatement Funds (“Abatement Funds”).

WHEREAS, under the terms of the Statewide Opioid Settlements, related agreements signed by participating subdivisions and judgments entered by the Suffolk Superior Court against the Defendants, those Abatement Funds must be expended on [abatement strategies](https://www.mass.gov/doc/march-4-2022-ma-subdivision-agreement/download)developed with input from public health experts, municipal leaders, and families affected by the opioid crisis;

WHEREAS, the Municipalities believe that undertaking these abatement strategies collaboratively will optimize the impact of the Abatement Funds across their geographic region and, accordingly, appropriately serve the public health needs of their residents;

WHEREAS, each Municipality has obtained authority to enter into this Agreement pursuant to M.G.L. c.40, s. 4A. The Municipalities have duly obtained authorization for this Agreement by vote of their [Select Board or City Council with the approval of the Mayor] as reflected by copies thereof contained in Appendix A.

WHEREAS, each Municipality will, for the duration of its participation in this Agreement, annually seek to appropriate its allocated share of the costs and fees of the Program described herein.

**WHEREAS**, this Amendment conforms to the procedures for amendment in the IMA;

**NOW THEREFORE,** in mutual consideration of the covenants contained herein, intending to be legally bound thereby, the Municipalities agree to amend the IMA as follows:

1. Subject to compliance with applicable law, the Existing IMA Governing Board (“Board” or “Advisory Board”) shall, for each fiscal year in which this Amendment is effective: a) design a program by which to expend Abatement Funds received by the Municipalities (“Program”), subject to the requirements set forth in State-Subdivision Agreement and in a manner intended to optimize their impact and serve the public health needs of the Municipalities; (b) prepare a Program budget which, without limitation, allocates to each Municipality an annual share of the costs and fees of the Program; and (c) execute the Program subsequent to the duly authorized appropriation by each of the Municipalities’ legislative bodies. A supermajority vote of two-thirds (2/3) of the voting members of the IMA Governing Board shall be required to approve the annual Program budget.
2. The Host Agent, in collaboration and consultation with the Board, shall work to implement the Program. The Host Agent shall, each year, appropriate the entire cost of the Program and seek reimbursement from the Municipalities. The Host Agent shall maintain accurate and comprehensive records of Program services performed, costs incurred, and reimbursements and contributions received; perform regular audits of such records; and issue financial statements to the Municipalities at least annually.
3. Municipalities agree to use best efforts to appropriate funds for the Program each fiscal year as a member of the Collaborative. Further, the Municipalities agree to promptly pay any invoices from the Host Agent for Program costs incurred each fiscal year. If a Municipality fails to appropriate funds for the Program prior to the start of the applicable fiscal year, the Advisory Board shall modify the Program budget accordingly and suspend the Municipality from participating in the Program for that fiscal year.
4. The Host Agent may, on behalf of the Municipalities, apply for grants to fund the Program, subject to Board approval. The Host Agent shall maintain such grant funds in accordance with G.L. c. 44, sec. 53A.
5. All other terms of the Agreement remain in full force and effect.

WITNESS OUR HANDS AND SEALS as of the first date written above.

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Town of \_\_\_\_\_\_\_\_\_\_\_\_ Select Board Date

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Town of \_\_\_\_\_\_\_\_\_\_\_\_ Select Board Date