



**BRPC**  
Berkshire Regional Planning Commission

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**Agreement By and Between**

**the Town of Sandisfield**

**and Berkshire Regional Planning Commission**

THIS AGREEMENT made as of the 27<sup>th</sup> day of March, 2023, is by and between the town of Sandisfield, hereinafter called the TOWN, and the Berkshire Regional Planning Commission, hereinafter called the COMMISSION.

WHEREAS, the TOWN has entered into an Agreement with the Massachusetts Department of Energy Resources (DOER) to conduct the Sandisfield 2022 Green Communities Project (the "Project").

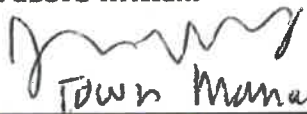
WHEREAS, professional services relating to the implementation of the Project are sought to assist the TOWN in the timely achievement of the Project objectives.

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The TOWN hereby engages the COMMISSION to perform the services set forth herein and the COMMISSION hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COMMISSION shall perform the necessary services as described in Attachment A. The COMMISSION shall perform its services in accordance with reasonable professional standards of skill, care, and diligence.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COMMISSION insofar as possible for the purpose of efficiency and furnishing the COMMISSION with information needed to satisfactorily complete the services.
4. **REPORTING:** The COMMISSION will submit written reports to the TOWN on the status of professional services as specified in Attachment A, or at other times as required by an information request or reporting requirement by DOER.
5. **TIME OF PERFORMANCE:** The services of the COMMISSION are to commence on or about March 27, 2023, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed no later than September 30, 2024.
6. **COMPENSATION:** The TOWN will pay the COMMISSION a total fee in amount not to exceed \$5,920.85, based on a mutually agreed upon invoice procedure.
7. **AVAILABILITY OF FUNDS:** The compensation provided by this agreement is subject to the continued availability of funds for the Sandisfield 2022 Green Communities Project, and to the continued eligibility of the TOWN to receive such funds.
8. **WITHDRAWAL:** The TOWN or COMMISSION may withdraw from this agreement for cause upon 15 days written notice. In the event of any such withdrawal, all finished and unfinished material shall become the property of the TOWN and the COMMISSION will be compensated for services provided to the date of termination.
9. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.
10. **NON-DISCRIMINATION:** The COMMISSION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.

11. **INDEMNIFICATION:** To the extent permitted by law, the TOWN shall indemnify and hold the COMMISSION harmless from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, or liability of every kind and description that the COMMISSION may incur or suffer resulting from, in connection with, or arising out of the design, construction, operation or maintenance of the Project, and from any subsequent future damage resulting from acts of nature, negligence, vandalism or other causes.
12. **CONFLICT OF INTEREST:** The COMMISSION acknowledges that the TOWN is a municipality for purposes of Chapter 268A of the Massachusetts General Laws, and the COMMISSION agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the COMMISSION based on said statute.
13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. **COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this agreement is public property and cannot be copyrighted by either the COMMISSION or the TOWN.
15. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.
16. **ASSIGNMENT:** This Agreement may not be assigned by either party.

**IN WITNESS** thereof, the TOWN and the COMMISSION have executed this agreement as of the date above written.

By:   
**Signatory Name**  
**Signatory Title**

Date: 4/6/23

**COMMISSION:**

By:   
**Thomas Matuszko**  
**Executive Director**

Date: 4/4/23

<p>For BRPC Use Only</p> <p>Agreement Reviewed by Office Manager _____ Finance _____ Dpt# Name _____</p>
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**ATTACHMENT A: Scope of Services**

**Agreement**

**By and Between**

**The Town of Sandisfield**

**And**

**The Berkshire Regional Planning Commission**

**SCOPE OF SERVICES**

The Commission will provide assistance, as needed, up to the maximum hours/funds available under this contract.

Scope of services will be as follows:

- 1) **Quarterly Reports:** The Commission will fill out and submit quarterly reports on behalf of the Town in a timely manner. Quarterly reports are due by 5PM four (4) business days after the end of each of the following quarters: January 1–March 30, 2021; April 1–June 30, 2021, etc. until all projects are completed. Quarterly reports will include:
  - a) The progress and status of activities performed in relation to the Scope of Grant Award, including an explanation of any delays or obstacles encountered as well as a description of efforts taken to resolve delays; and
  - b) The costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- 2) **Final Report:** The Commission will complete a final report on behalf of the Town within 2 months of project completion. The final report will include:
  - a) An executive summary, project summaries, photos, final costs, project timelines, procurement process, and estimated environmental impact.
  - b) Report requirements and format is subject to change based on latest guidance from DOER.
- 3) The Commission may act as a liaison between the Town, the contractor and DOER so far as scheduling conference calls for project issues and updates, requesting project documentation and updated timelines, and scheduling site visits as requested by the Town.
- 4) The Commission may provide additional support in relation to the requirements of the Green Communities designation at the direction of the Town Administrator and pending the availability of funds.