

Agreement

By and Between

The Town of Sandisfield

And

Tri-Town Health Department

(as fiscal host for the Southern Berkshire Public Health Collaborative)

THIS AGREEMENT made as of August 29, 2023, is by and between the Town of Sandisfield, hereinafter called the TOWN and the Tri-Town Health Department, acting as fiscal host for the Southern Berkshire Public Health Collaborative hereinafter called the COLLABORATIVE.

WHEREAS, the TOWN is a member town of the COLLABORATIVE with other municipalities and Tri-Town Health Department to improve the delivery of public health services;

WHEREAS, the Tri-Town Health Department has been designated as the Host Agency for the COLLABORATIVE;

WHEREAS, professional services are sought to assist the TOWN in providing public health services.

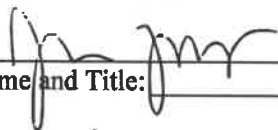
NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COLLABORATIVE:** The TOWN hereby engages the COLLABORATIVE to perform the services set forth herein and the COLLABORATIVE hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The COLLABORATIVE shall perform the necessary services as described in Attachment A and the TOWN shall perform the necessary services as described in Attachment B.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the COLLABORATIVE insofar as possible for the purpose of efficiency and furnishing the COLLABORATIVE with information needed to satisfactorily complete the services. The TOWN shall appoint any individuals working for the COLLABORATIVE as health agents for the Board of Health prior to any services being performed.
4. **REPORTING:** The COLLABORATIVE will submit written reports to the TOWN on the status of professional services as specified in Attachment A, or at other times as required.
5. **TIME OF PERFORMANCE:** The services of the COLLABORATIVE are to commence on or about July 1, 2023, and shall be undertaken and completed in sequence as to assure their expeditious completion.
6. **COMPENSATION:** The TOWN will pay the COLLABORATIVE for work as specified in Attachment A based on a mutually agreed upon invoice procedure outlined in Attachment C.
7. **TERMINATION:** The TOWN or COLLABORATIVE may withdraw from this agreement for cause upon 20 days' written notice. In case of withdrawal, all finished and unfinished material shall become the property of the TOWN. In the event of termination by the TOWN, the COLLABORATIVE will be compensated for services provided to the date of termination.
8. **AMENDMENTS:** This agreement may be amended as agreed to in writing by the signatories hereto.

9. **NON-DISCRIMINATION:** The COLLABORATIVE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.
10. **INDEMNIFICATION:** To the extent permitted by law, the TOWN shall indemnify and hold the COLLABORATIVE free from damages or liability resulting from 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. The TOWN shall indemnify and hold the COLLABORATIVE and its employees free from damages or liability and shall indemnify against any civil actions that may occur in the performance of their duties.
11. **CONFLICT OF INTEREST:** The COLLABORATIVE shall adhere to the mandates of the Massachusetts Conflict of Interest Statute.
12. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
13. **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 neither the COLLABORATIVE nor the TOWN.
14. **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.
15. **ASSIGNMENT:** This Agreement may not be assigned by either party.

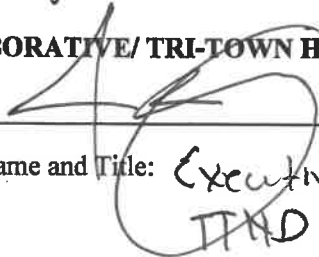
IN WITNESS thereof, the TOWN and the COLLABORATIVE have executed this agreement as of the date above written.

TOWN OF SANDISFIELD:

By: 
Name and Title: _____

Date: _____

COLLABORATIVE/ TRI-TOWN HEALTH DEPARTMENT:

By: 
Name and Title: Executive Director
THD

Date: 8/31/23

ATTACHMENT A

Scope of Services

Under the direction and control of the SANDISFIELD Board of Health (BOH) or its designee, the COLLABORATIVE, c/o the Tri-Town Health Department as Host Agency, shall perform public health related health inspections as follows detailed below.

Services shall be provided only as requested by the Sandisfield Board of Health (BOH). The BOH agrees to appoint the COLLABORATIVE or other inspectors providing inspection and sanitarian services to the TOWN as health agents for the duration of this contract.

A. Board of Health Agent Services- Lump Sum

The COLLABORATIVE shall provide TOWN Agent/Sanitarian services under the direction and control of the SANDISFIELD BOH as follows:

- **TENANT HOUSING AND HOUSING:** Address tenant-involved housing complaints, housing conditions endangering the occupants and imminent health hazards. These services include inspections, orders to correct and follow up as prescribed by 105 CMR 410.000.
- **NUISANCES:** Nuisance complaints involving public health nuisances, abandoned housing or other long-standing housing cases to be addressed as capacity of COLLABORATIVE allows, up to two a year. These services include initial inspection, orders to correct and re-inspections, as needed.
- **COMMUNICATIONS TO BOH:** Reporting to the Board of Health throughout the month, as needed, and monthly or quarterly reports to the BOH. Attendance at 8-10 Board of Health meetings annually. Filing state mandated reports, as required.
- **ONLINE PERMITTING:** Provide technical support for online permitting.
- **FOLLOW UP:** Answer questions, review of building permit signoffs, return phone calls to BOH members, public and professionals, organization of BOH files, etc., as needed.
- **WEBSITE:** Updating website as needed

All services provided will be by fully qualified and certified public health professionals. Services will be charged at \$6400, billed and paid bi-annually. Additional hourly fees may apply to housing court appearances.

B. Public Health Inspectional Services – Fee Based Activities

The COLLABORATIVE shall provide SANDISFIELD BOH inspectional services at the request of and under the direction and control of the SANDISFIELD Board of Health.

- **SEPTIC SYSTEMS:** Witness Soil Evaluation/Perc Tests and reports, T5 inspections, inspections and witnessing as necessary for new construction and repairs. Review plans for Disposal Works Construction Permits.
- **WELLS:** Review site plans for new/decommissioning of wells/private water supplies.
- **RETAIL FOOD ESTABLISHMENTS:** Conduct inspections services, including review of permit applications and all required inspections and reinspections.
- **RECREATIONAL CAMPS FOR CHILDREN, POOLS, BEACHES, FAMILY CAMPGROUNDS:** Review applications, conduct inspections and re-inspections and annual reporting to State (as required).

Services will be charged 90% of the funds collected through the revolving fund by the TOWN for those inspectional activities conducted by the COLLABORATIVE Agent or Inspectors.

ATTACHMENT B

Scope of Services

SERVICES PROVIDE BY THE TOWN:

This quote assumes the TOWN will provide inspectional and administrative/clerical assistance, including:

- **INTERACTION WITH THE PUBLIC:** Provide permit applications to individuals or businesses as requested and answer basic questions. Answer phone calls/emails from the public regarding public health matters and leave messages for the Collaborative inspector if unable to answer the question and a return call or email is needed. Process file information requests.
- **APPLICATIONS/PAYMENTS:** Accept completed paperwork and payments, including payments issued through Full Circle as requested by COLLABORATIVE.
- **REVIEW NOTIFICATION OF COLLABORATIVE INSPECTOR:** Notify Collaborative inspector of permit applications/plans received by Annual Renewals. Mail permit renewals and permits as directed by the inspector/BOH.
- **ADMINISTRATIVE:** Mail Orders to Correct, T5 Non-Compliance Letters and other notices to property owners and affected parties by both first class and certified mail, posting of agendas and minutes, draft and post meeting agenda, draft meeting minutes, compile packets for BOH meetings, drafting of annual Town Report
- **LEGAL SERVICES:** Providing access to Town Counsel to guide housing correspondence and representation in Housing/Superior/District Court and Counsel to file necessary legal paperwork.
- **ONLINE PERMITTING:** Providing financial support for annual operating fees and to support the banking platform for online permitting, deposit online fees to treasurer, starting in FY25.
- **EXPENSES:** Payment or reimbursement for related equipment, supplies and postage

ATTACHMENT C

PAYMENT SCHEDULE

Payment on this contract shall be made as follows:

Public Health Agent/Sanitarian Services

The COLLABORATIVE will bill the TOWN on a bi-annual basis and will include both Agent and Inspectional Services. Payment is due within 30 days of invoice receipt.

This AGREEMENT may only be amended as agreed to in writing by the parties. Withdrawal from this contract may be made by either party upon 20 days' written notice. In case of withdrawal by the COLLABORATIVE, the TOWN shall be entitled to compensation for services provided to the date of withdrawal.