

AGREEMENT BETWEEN THE TOWN OF LANESBOROUGH AND THE BAKER HILL ROAD DISTRICT COLLECTOR SERVICES

This Agreement made and entered into this 13th day of August 2018, by and between the Town of Lanesborough, Massachusetts and Baker Hill Road District, a political subdivision of the Commonwealth of Massachusetts established under Chapter 41 of the Acts of 1989 (the "Special Act") and having the legal and fiduciary requirement of maintaining the US-7 / SR 8 Connector Road as a public way.

WHEREAS, the Town of Lanesborough (the "Town") has the requisite skills, experience and ability to provide said collection services to the Baker Hill Road District (the District"), and the Town is willing to provide said services for the District for a fee as set forth in the Special Act; and

WHEREAS, the Town and the District are authorized by Massachusetts General Laws, Chapter 40, Section 4A and the Special Act. to enter into agreements for the joint operation of public services;

NOW THEREFORE, in mutual consideration of the covenants contained herein, the Town and the District agree as follows:

SCOPE OF SERVICES

The Town shall provide collection services for the District as described in M.G.L. c. 60. In return for these services, the District shall pay to the Town a sum of \$700.00 on an annual basis. The District shall make payments set forth in this Agreement to the Town in monthly installments starting July 2018 If payments are not made by the District in a timely manner, as described herein, the Town has the option of charging the District interest not to exceed the rate the Town may be paying on any outstanding borrowed funds.

TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2018 through June 30, 2021, and may be extended by mutual agreement for additional three (3) year terms: commencing on July 1, 2021, unless earlier thereto there has been a Town Meeting vote resulting in the dissolution of the Baker Hill Road District, but in no event may the term of this Agreement exceed twenty-five (25) years.

RECORD KEEPING

The Town shall keep accurate and comprehensive records of services performed, costs incurred and payments received under this Agreement. The parties shall meet annually to review the costs of services provided by the Town. and if mutually agreed to may adjust the annual fee identified in the Scope of Services, as set forth above. Any annual adjustment shall be limited to 2.5% or less, and any extraordinary costs shall be documented and reimbursed as a separate item at the hourly rate paid the Collector. NO FUNDS RECEIVED UNDER THE TERMS OF THIS

AGREEMENT MAY BE USED FOR ANY OTHER ACTIVITIES THAN THOSE SET FORTH HEREIN, THIS AGREEMENT CREATES NO RIGHTS IN ANY THIRD-PARTY AND THE ONLY PARTY OR BENEFICIARY UNDER THIS AGREEMENT SHALL BE THE BAKER HILL ROAD DISTRICT.

PERSONNEL AND EQUIPMENT

While performing services in the Town under this Agreement, the collector shall be deemed to be engaged in the service and employment of the Town, notwithstanding that such service activity or undertaken is being performed for the District. The District, at its sole cost, shall add the Town and the collector as an additional insured under all liability insurance policies.

RIGHTS AND INDEMNITIES

By entering into this Agreement, the Parties have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The Parties 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.

ADMINISTRATION

All supervision and responsibility of the collector will be provided by the Town.

TERMINATION

Either Party may terminate this agreement upon the provision of at least one hundred eighty (180) days prior written notice to the other Party. Such notice and termination shall be made following a vote of the Board of Selectmen or the Prudential Committee. Such notice shall state the effective date of termination. Upon such termination, the Town shall be entitled to compensation for all services provided through the effective termination date. Additionally, if the Town has purchased or leased any equipment for the sole purpose of performing the scope of services provided above, the District shall pay all outstanding debt on said equipment.

MISCELLANEOUS PROVISIONS

- a) No individual participating in any program offered by the Town shall be discriminated against because of race, color, sex, religion or national origin.
- b) Representatives of each Party may meet periodically to review the services provided and discuss the resolution of specific: and/or general problems, which may arise.
- c) If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
- d) All amendments or changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Parties. Any such amendments or changes shall be in writing and signed by the officials with authority to bind the respective Party.
- e) This Agreement may be executed in any number of counterparts, each of which shall be

deemed to be an original.

- f) This Agreement shall not be assigned or transferred by any party without the express written consent of the other parties given with the same formalities as are required for the execution of this Agreement.
- g) This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior Agreements and understandings related to the subject matter.


Dated: August 13, 2018

TOWN OF LANESBOROUGH BY ITS BOARD OF SELECTMEN

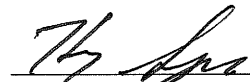
Signed this 13th day of August 2018



John Goerlach, Chairman



Robert Erickson




Henry (Hank) Sayers

BAKER HILL ROAD DISTRICT BY ITS PRUDENTIAL COMMITTEE

Signed this 8th day of August 2018



William Prendergast, Chairman



William DeCelles

John Goerlach