

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF MONTAUE, MASSACHUSETTS
AND
COLEEN DOHERTY**

THIS AGREEMENT made this 6th day of March, 2023 between Coleen Doherty of 37 Central Street, Turners Falls MA, hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$3,730, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$3,730 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on March 7, 2023 and shall expire on September 30, 2023, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and implement the Work, using her/his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and construction management profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Consistent with the standard of care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The CONTRACTOR shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One electronic or paper copy of all documents, data or other materials created or compiled by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

11. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

12. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

By: _____ By: _____

Print Name: Richard Kuklewicz

Print Name: Coleen Doherty

Title: Selectboard Chair

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Montague Mass in Motion Project Facilitator Scope of Services

Role: To serve as Montague's "Age Friendly Champion" through facilitation of the Town's participation in the FY23 segment of the *Mass in Motion* initiative.

Key Tasks: The scope of services for this fixed fee contract includes but is not necessarily limited to the following tasks:

- Coordinate with FRCOG, LifePath, and Town Departments to complete the Mass in Motion Age Friendly Planning work specified in the Memorandum of Understanding between FRCOG and the Town of Montague.
- Convene and lead a *Mass in Motion* Workgroup comprised of Town staff and community members. Perform all administrative and facilitation tasks relative to those meetings. (This will include development and posting of meeting agendas and materials, as well as preparation of meeting minutes in compliance with MA Open Meeting Law.)
- Attend regional health equity training to ensure that strategies developed for the town support the neediest residents.
- Review and understand regional needs assessment data specific to Montague, such that they can be integrated into Workgroup meetings and planning.
- In collaboration with the Workgroup, develop responses to additional questions about needs not already identified through the regional needs assessment, including:
 - priority issues for making the town more age and dementia-friendly, including identifying root causes of those issues.
 - strategies to address priority issues.
 - consideration of who might be responsible for implementing strategies.
 - With support of FRCOG, identify resources to support implementation of strategies.
- Convene workgroup, meet at least twice, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.
- Develop summary report and make presentation to Montague Selectboard or other public bodies as requested.
- With approval of the COA Director, expend grant funds not to exceed \$500 on technology, printing, and meeting support, and to request reimbursement for same. Maintain log and receipts.

Compensation: Total Compensation for all services to be \$3730, including work time, materials, transportation, etc. (Note that this does not include funds to be spent on technology, printing, and meeting support, as described above.)