



Franklin Regional Council of Governments

**AGREEMENT FOR SERVICES
by and between the
TOWN OF BUCKLAND
and the
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

The following provisions, effective as of February 28, 2020 between the Town of Buckland, Massachusetts (hereinafter referred to as the "Town"), and the Franklin Regional Council of Governments ("FRCOG") having a usual place of business at 12 Olive Street, Greenfield, Massachusetts, 01301 (hereinafter referred to as the "FRCOG").

Whereas the Town proposes to engage the FRCOG to assist in the preparation and completion of the tasks outlined in the Scope of Work to Assist the Town of Buckland Complete the Open Space and Recreation Plan Update (Attachment A), hereafter referred to as the "FRCOG Scope of Work," and

Whereas the Town agrees to undertake the specific responsibilities identified in the Town of Buckland Scope of Work (Attachment B), hereafter referred to as the "Town of Buckland Scope of Work," and

Whereas this project shall be conducted in accordance with this Agreement, as more specifically amended or supplemented by the following Special Provisions, and

Whereas, this Agreement, together with Attachments A and B represent the entire understanding of the parties, and neither is relying upon any representation not contained herein.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG and the FRCOG hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the FRCOG Scope of Work, which is incorporated by reference and made a part hereof as expressly modified or supplemented herein.

The Town, with thirty (30) days written notice, may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the Town to the FRCOG that the Agreement or any portion thereof is to be terminated, the FRCOG shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the FRCOG and shall transmit the same to the Town on or before the fifteenth (15th) day following the receipt of the written notice of termination together with an evaluation of the cost of the work performed. The FRCOG shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

ARTICLE 2 - SERVICES OF THE FRCOG

The FRCOG shall perform professional services in accordance with the FRCOG Scope of Work (Attachment A) and this Agreement.

ARTICLE 3 – SCHEDULE

The Scope of Work as required under this Agreement shall be completed on or before December 31, 2020.

ARTICLE 4- RESPONSIBILITIES OF THE TOWN OF BUCKLAND

The responsibilities of the Town are to work jointly with the FRCOG to complete the FRCOG Scope of Work (Attachment A). The specific responsibilities of the Town are identified in the Town of Buckland Scope of Work (Attachment B).

ARTICLE 5- PAYMENTS TO THE FRCOG

For all services to be performed under this Agreement, inclusive of required meetings, payment shall not exceed \$12,000. Invoices shall be submitted quarterly with a brief progress report and payments shall be made within 30 days of receipt.

ARTICLE 6- OWNERSHIP OF DOCUMENTS

All work prepared and/or produced will become the property of the Town of Buckland.

ARTICLE 7- SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement.

ARTICLE 8 – INDEMNIFICATION & INSURANCE

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town’s performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from FRCOG’s performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

The FRCOG shall provide and maintain throughout the term of this Agreement insurance for its employees including health, workers’ compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

By entering into this Agreement, neither the FRCOG nor the Town have waived any governmental immunity that may be extended to them by operation of law.

ARTICLE 9 – CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 10 – FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement, for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of terrorism, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE 11 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 12 – NON-DISCRIMINATION

The FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereby execute this Agreement this date _____, 2020.

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

Linda Dunlavy, Executive Director Date

For the TOWN OF BUCKLAND:

Zachary Turner Date

Barry DelCastilho Date

Dena G. Willmore Date

For FRCOG Use Only		
Contract Reviewed by Procurement: _____	Finance: <u>cem,2/26/2020</u>	Grant Account # _____
Initial	Initial	

ATTACHMENT A
FRCOG SCOPE OF WORK
BUCKLAND OPEN SPACE AND RECREATION PLAN UPDATE

TASK 1: Update Section 5 – Inventory of Lands of Conservation and Recreation Interest.

1. FRCOG staff will review and compile data from existing reports and conduct research, as necessary, to update the inventory of data required for this section and provide working drafts to the OSRP Committee members for their review and comment.
2. One (1) of the eight (8) required OSRP GIS maps will be prepared under this task: Open Space Inventory. Information from existing Town of Buckland planning documents, MassGIS data, land trust data and the Buckland Assessors will be used in the development of this GIS map.
3. The OSRP Committee will meet two (2) times to review the updated draft report section and GIS mapping.

DELIVERABLES:

- Facilitate two (2) working meetings of the OSRP Committee
- Final Updated Draft of the OSRP Section 5
- Final Draft of the GIS Open Space Inventory Map.

ESTIMATED COST: \$1,500.00

TASK 2: Data Analysis and Interpretation.

1. FRCOG will review and integrate the results of the 2020 Buckland Open Space & Recreation Plan Survey into drafts of Section 6 – Community Goals and Objectives; Section 7 – Analysis of Needs; and Section 8 – Goals and Objectives and distribute them to the OSRP Committee for their review and comment.
2. FRCOG staff will facilitate two (2) meetings of the OSRP Committee to discuss the working drafts of Sections 6, 7 and 8.
3. FRCOG staff will prepare final drafts of Sections 6, 7, and 8.

DELIVERABLES:

- Facilitate two (2) working meetings of the OSRP Committee
- Final Working Drafts of OSRP Sections 6, 7 and 8

ESTIMATED COST: \$2,500.00

TASK 3: Prepare Section 9 – Seven-Year Action Plan.

1. FRCOG staff will facilitate two (2) meetings of the OSRP Committee to develop their Seven-Year Action Plan. The Seven-Year Action Plan establishes priorities and includes specific actions to accomplish the objectives listed in Section 8 prepared under Task 2.

2. FRCOG will prepare a draft GIS Seven-Year Action Plan Map to depict the specific areas in Town to be addressed by the tasks described in the Action Plan.

DELIVERABLES:

- Facilitate two (2) working meetings of the OSRP Committee
- Final Draft of Section 9 – Seven-Year Action Plan
- Final Draft GIS Seven-Year Action Plan Map

ESTIMATED COST: \$3,500.00

TASK 4: Prepare a Final Open Space & Recreation Plan.

1. FRCOG will prepare drafts of Sections 1, 2, 10, and 11 of the documents and facilitate one (1) meeting for the OSRP Committee to discuss these sections.
2. FRCOG will then collate all the completed sections and distribute copies of the Draft Open Space and Recreation Plan to the OSRP Committee and the Select Board, Board of Health, Planning Board, Conservation Commission, and the local library for review and comment. Letters of Review will be requested from these Boards, Commissions and interested residents.
3. FRCOG and the OSRP Committee will facilitate one (1) Public Forum to present the Draft Open Space and Recreation Plans to the community. Comments and concerns will be compiled and used to refine the draft Plan.
4. FRCOG will prepare a Final Draft Open Space and Recreation Plan for submittal to the EOEEA Division of Conservation Services for review.
5. FRCOG will incorporate revisions requested by the EOEEA DCS, if necessary, and resubmit the finalized Plan with a request for a Letter of Approval.

DELIVERABLES:

- Facilitate one (1) working meeting of the OSRP Committee
- Organize, publicize and facilitate one (1) Public Forum
- Print and distribute up to seven (7) copies of the approved OSRP, including distributing copies of each plan to the following:
 - i. One copy to the Board of Health;
 - ii. One copy to the Division of Conservation Services;
 - iii. One copy to the Town Planning Board;
 - iv. One copy to the Town Conservation Commission;
 - v. One copy to the Select Board’s Office
 - vi. One copy to the Town Library;
 - vii. One digitized copy of the final OSRP, including color maps, prepared as one complete document for Internet posting according to specifications provided by the Division of Conservation Services.

ESTIMATED COST: \$3,500.00

TASK 5: Quarterly and Final Project Reports and Project Billing

1. FRCOG will provide quarterly project progress reports and billing to the Town at the end of each quarter. These reports will contain a summary of all work completed during the reporting period. The FRCOG shall also provide project invoices on the same schedule as the progress reports. The project invoices will list the spending for the quarter, itemized by the expense categories listed in our Proposed Budget.

DELIVERABLES:

- Quarterly progress reports for the term of the contract.

ESTIMATED COST: \$500.00

TOTAL PROJECT COSTS:

TOTAL ESTIMATED COST: \$11,500

BUDGET

<u>FRCOG Salaries Tasks 1-5</u>	<u>\$11,500.00</u>
<u>Travel, Mailings & Printing</u>	<u>\$ 500.00</u>
TOTAL	\$12,000.00

ATTACHMENT B

Services to be provided by the Town of Buckland and the members of the Buckland Open Space and Recreation Plan Update Committee

Task 1: Schedule and advertise the meetings of the Open Space and Recreation Plan Update Committee and the Public Forum in accordance with Massachusetts General Laws and prepare minutes as required.

Task 2: Review and provide comments on the draft sections of the Open Space and Recreation Plan Update.

Task 3: Update the ADA Access Self-Evaluation (if needed), including the site-by-site inventory of all recreation and conservation areas and buildings, programs or services and a transition plan if any changes are necessary to make these public facilities, programs, or services accessible.