



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

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PROFESSIONAL SERVICE AGREEMENT
Town of Buckland
Financial Forecast and Capital Planning Support

This Professional Service Agreement (“Agreement”) is made as of this 1 day Dec, 2021 (“Effective Date”) between the Town of Buckland, MA, (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until December 31, 2022. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$14,000 ~~for these services.~~ This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows: \$6,250 after Step 2A and the remaining \$6,250 upon completion of the work. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O’Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of

those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: Heather Butler

NAME: Heather Butler

TITLE: Town Administrator

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: Michael Ward
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

1. Overview

The Town is interested in assistance from the Collins Center in developing a long-range financial forecast. This forecast will help the Town Administrator, Town financial team, and other municipal leaders to take a holistic view of the Town's finances, anticipate and prepare for any future budgetary challenges, and analyze the financial implications of, for example, proposed projects requiring long-term debt or labor negotiations.

In addition, the Town seeks support from the Center to further develop its current capital plan. In particular, the Town would like to build on the existing capital plan completed in 2018. The Collins Center team will support the Town by:

1. **Developing a multi-year capital investment strategy** that helps the Town track all its capital spending, including capital assessments to the regional school district, the regional Senior Center, and sewer district. The strategy will identify resources available to be spent in the ensuing five-year period from the General Fund on new capital projects. The capital investment strategy will be in the form of a spreadsheet.
2. **Working with select departments**, including the following: Highway, Facilities, Police, Town Administration, Library, Historical Commission, and Emergency Planning to document capital needs. These capital needs will be collected in a spreadsheet.
3. **Creating a five-year capital plan** with Town leadership for the period FY23-FY27. The plan will be in the form of a spreadsheet.

2. Workplan and Deliverables

This agreement includes the following deliverables:

1. *Five-year financial forecast spreadsheet and Forecast User's Guide; and*
2. *Capital planning spreadsheets, including: capital investment strategy, capital needs assessment, and project plan.*

In order to complete the noted deliverables, the project team proposes the following workplan:

A. Financial Forecast:

Step 1A: Gather data and develop forecast

To prepare the five-year forecast, the project team will require data from Town budgets and actual expenditures from FY2018 to FY2021 and the adopted FY2022 budget. Additional data required will include an array of revenue data including property taxes, state aid, local receipts, enterprise funds, and use of free cash. The Collins Center team will provide a template to Town staff so that they may collect the necessary data and provide it in a useable format.

Projection factors will be applied to the various revenues and expenditures to ascertain the financial forecast for FY2023 to FY2027. The Collins Center team will work together with the Town Administrator, financial team, and the Town's financial advisor as needed to discuss trends and develop forecast assumptions.

Step 2A: Review draft forecast with Town officials

The project team will review the preliminary draft of the financial forecast with the Town Administrator and others as appropriate in a virtual meeting to receive input prior to finalizing the forecast.

Step 3A: Develop User's Guide

The Collins Center project team will develop a User's Guide that will document the assumptions included in the forecast and assist Town financial staff in keeping the forecast updated and relevant.

Step 4A: Deliver the final FY2023 – FY2027 financial forecast

The project team will develop a final five-year financial forecast and transmit it to the Town Administrator.

B. Capital Planning Support:

Step 1B: Develop multi-year capital investment strategy

The project team will work with Town leaders to develop a proposed capital investment strategy and budget for each year of the five-year plan based on historical capital spending, results of the financial forecast, the Town's overall financial condition, etc. Data required will include but not be limited to: current and future year budget and debt projections, history of new growth, stabilization fund balances, free cash, etc. The Collins Center team will provide a template to Town staff so that they may collect the necessary data and provide it in a useable format.

Step 2B: Document capital needs of select departments

The project team will work with select departments to document their capital needs for the ensuing five-year period. These departments will include: Highway, Facilities, Police, Town Administration, Library, Historical Commission, and Emergency Planning. To familiarize itself with the Town of Buckland, the project team will research and review relevant recent planning efforts, such as the Open Space and Recreation Plan and the Shelburne Falls Rapid Recovery Plan.

The project team will host a virtual meeting for each of the above department heads to outline the process and their responsibilities and to review the form to be used to submit project requests. As necessary, the team will hold one individual virtual meeting with each department head to answer questions and assist them in providing the necessary information.

Step 3B: Develop five-year project plan

Over a series of up to three virtual meetings, the Collins Center project team will work with Town leadership to develop a five-year project plan for the period FY23-FY27. This process will involve identifying priority projects, projected the annual costs of those projects, determining whether the priority projects are affordable given available resources identified in the capital investment strategy, and coming to agreement on the final plan.

Step 4B: Transmit capital planning spreadsheets to the Town

After finalizing the plan, the project team will transmit the capital planning spreadsheets to the Town administration.

3. Timeline

Below is a projected timeline for this project. Note that the timeline is flexible, but highly-dependent upon timely participation by the Town staff.

Event	Dec	Jan	Feb	Mar	Apr	May
A. Financial Forecast						
Step 1A: Gather data and develop forecast	X	X	X			
Step 2A: Review draft forecast with Town officials			X	X		
Step 3A: Develop User's Guide				X	X	
Step 4A: Deliver final forecast					X	
B. Capital Planning Support						
Step 1B: Develop capital investment strategy	X	X				
Step 2B: Document capital needs		X	X	X		
Step 3B: Develop five-year capital plan				X	X	X
Step 4B: Transmit capital planning spreadsheets						X