



# Franklin Regional Council of Governments

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

**AND**

**THE TOWN OF BUCKLAND for**

**REGIONAL ENERGY PLANNING ASSISTANCE**

This Agreement is made this      **day of June 2021**, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301, ph. 413-774-3167); and the Town of Buckland, Massachusetts acting by and through its Board of Selectmen, hereinafter referred to as the “Town” (whose primary place of business is 17 State Street, Shelburne Falls, MA 01370).

WITNESSETH THAT:

WHEREAS, the Town is a member of the Franklin Regional Council of Governments and the Town has determined that there is a need to obtain professional assistance for municipal energy planning assistance; and

WHEREAS; the FRCOG through its Planning Department is seeking funds from the Massachusetts Department of Energy Resources’ (DOER) Regional Energy Planning Assistance Grant to provide technical assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

## **I. TERM OF AGREEMENT**

The FRCOG and the Town agree that the FRCOG will provide the agreed upon services to the Town as outlined herein.

## **II. ENGAGEMENT OF THE FRCOG**

The Town hereby engages the FRCOG, acting by and through its Planning Department, for the purposes of providing municipal energy coordination services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner, in the best interest of the Town, and in conformity with all applicable federal, state, and local laws, rules and regulations, and as directed by the Board of Selectmen or their designee.

The FRCOG will render energy planning assistance as described herein through FRCOG planning staff.

### **III. SCOPE OF SERVICES**

The FRCOG will provide one or more of the following services to the Town under the direction of the Planning Department as requested by the Town.

- For Buckland, an existing Green Community (up to \$4,000 for these services):
  - Assist with grant application preparation
  - Assist with Annual Report preparation
  - Assist with incorporating regional school districts into existing communities' energy baselines and reduction plans for the purpose of participating in the Green Communities program

### **IV. COMPENSATION**

The Town and FRCOG hereby agree that with respect to services rendered under this Agreement the amount for the services provided shall not exceed **\$4,000** during the contract period. Charges may include the following:

- A. FRCOG Planning staff services will be billed at their current hourly rate plus overhead.
- B. Direct costs such as legal advertising, travel, mailing or copying billed at the value spent.

The FRCOG shall bill DOER quarterly based on the actual hours worked plus any direct expenses.

### **V. TIME OF PERFORMANCE**

The FRCOG shall work with the Town of Buckland to schedule assignments and work tasks for the provision of services under this Agreement. The time of performance for these services shall be from the date the contract is executed with DOER through September 10, 2023.

### **VI. INDEMNIFICATION AND INSURANCE**

The Town shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement all 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 Town nor FRCOG has waived any governmental immunity that may be extended by operation of law.

### **VII. WAIVERS**

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with

all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

### **VIII. 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.

### **IX. 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 God or the enemy, 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.

### **X. ASSIGNABILITY**

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

### **XI. TERMINATION**

This agreement may be terminated by either party for any reason upon written notice. Such notice shall be signed by authorized officials of the parties. In event of termination, the FRCOG shall no later than fifteen days after said termination, deliver to the Town all reports, documents, data and materials of every kind and nature which are related to FRCOG's services to the Town and compensation will be made for time spent up until the time of termination.

### **XII. CONFLICT OF INTEREST**

No officer, employee, agent, or member of the governing bodies of the FRCOG and 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.

**XIII. 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.

IN WITNESS WHEREOF, the FRCOG and the Town have caused this Agreement to be executed in duplicate by their respective authorized officers and hereby certify that this Agreement is in full force and compliance with all applicable laws, rules, and regulations, as set forth herein above.

**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Date

**TOWN OF BUCKLAND**

\_\_\_\_\_  
Board of Selectmen, Chair

\_\_\_\_\_  
Date

If needed,

Selectboard Member

Selectboard Member

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System:800-439-2370), 413-774-3169 (fax), or [civilrights@frcog.org](mailto:civilrights@frcog.org).

For FRCOG Use Only

Contract Reviewed by Procurement: \_\_\_\_\_  
Initial

Finance: \_\_\_\_\_  
Initial

Grant Line # \_\_\_TBD\_\_\_