



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 Hubbardston

This Professional Service Agreement ("Agreement") is made as of this 8 day of MAY 2018 ("Effective Date") between the Town of Hubbardston, 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 March 1, 2019. 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 \$20,000 for these services. This cost shall include all Center staff time and overhead. 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: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: _____

Stephen McGoldrick, Director

BY: _____

Assistant Vice Chancellor for Contracts & Compliance

Exhibit A: Scope of Services

- Summary of the Scope of Services

The development of a comprehensive, five-year capital improvement plan (CIP) is one of the most important responsibilities of municipal leaders. It allows for the effective and fiscally-responsible management of capital assets and infrastructure. The Town is interested in assistance from the Center in developing such a plan that will not only address current needs, but also serve as the foundation of an annual process of reassessing capital assets and available financial resources.

- Proposed Work Approach

The project team proposes the following workplan:

Task 1: Kickoff meeting with Town Administrator and key financial staff

The Center project team will meet with the Town Administrator and key financial staff to review project objectives, discuss the process to be followed, and to identify project liaison(s). This meeting will also be used to finalize milestones and schedules for completion of the project and to identify departments in need of one-on-one assistance in the preparation of their capital project requests.

Task 2: Administer the Capital Improvement Project Request Form

The project team will meet with department heads to explain the capital planning process and their role and have a high-level discussion about departmental capital assets and needs. Each will be provided with an electronic copy of the Capital Request Form that they will use to describe the capital project(s) they propose, including timing, cost, and justification. These will be submitted to the project team by a prescribed deadline.

Task 3: Direct assistance for up to two departments

If requested, the project team can be available to provide additional assistance to up to two departments. This typically includes providing one-on-one support in assessing assets, identifying projects, and populating project forms.

Task 4: Prioritize proposed capital improvement projects

The project team will use a series of established criteria for prioritizing capital improvement that can be modified to meet Hubbardston's unique needs and preferences. Standard criteria are designed to capture best practices in capital investment.

In addition, projects will be evaluated to determine if they contribute toward meeting the Town's policy goals in areas such as public safety, public health, economic development, etc. Discussion will be held with the Town Administrator to determine the policy areas to be considered and their relative weight. Once all of the policy criteria have been finalized, the project team will use the criteria to give a score to each proposed project. The rating system used will become a tool available to the Town for use with future CIPs.

Task 5: Develop capital investment budget

The project team will work with Town officials to develop a proposed budget for capital investment each year of the five-year plan by funding source. The project team will work the Town's financial advisor and bond counsel to review current and future year budget and debt projections, history of new growth, stabilization fund balances, free cash, etc. to determine what resources might be made available over the five years for investment in capital projects, either via debt, "pay as you go," or known grant opportunities.

If adequate resources are not available within the operating budget and a debt exclusion will be required, the project team can develop various scenarios to help local officials determine the level of debt exclusion they are willing to consider. However, ultimately, the project liaison(s) or other local officials will need to make a determination of the funding expectations to be incorporated into the plan.

Task 6: Develop the five-year capital improvement plan

After funding has been confirmed, the project team will develop a preliminary list of projects for inclusion in the five-year CIP by funding source. An inflation factor will be applied to project costs where necessary. This prioritized listing will be refined over the course of up to three meetings with the Town Administrator and key staff.

The final project listing will be used in the draft capital plan. The draft plan will include a description of the process taken by the project team in developing the five-year CIP, as well as an explanation of the criteria by which each project was evaluated. Once the draft CIP has been submitted to the Town Administrator and feedback received, the project team will prepare a copy for submission to the Board of Selectmen.

Task 7: Training Town Administrator and key staff and Town officials

The project team will provide in-person training and a User's Guide to all Town staff and officials who will play a role in the capital planning process in future years.

Task 8: Transmission of final report

After review with the Town Administrator, the project team will transmit the final report and associated tools, specifically:

1. A master spreadsheet listing all of the Town's identified capital needs including project details, year requested, departmental priority, and project score, among many other fields; and

2. A master spreadsheet providing details of the five-year project plan that can be manipulated to accommodate cost changes, timing changes, and funding changes.

If requested, the project team will attend a public meeting to make a presentation of the CIP.

- **Town Responsibilities**

The Town Administrator and other involved staff agree to provide relevant, accurate information to the Center in a timely manner upon request in order to facilitate the completion of the project.

- **Tentative Project Schedule**

It is estimated that the CIP project will take approximately six months to complete. The Town has proposed a tentative timeline beginning in summer 2018.

Hubbardston CIP Project Schedule						
Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1: Kickoff meeting	X					
Task 2: Administer forms	X	X				
Task 3: One-on-one support	X	X				
Task 4: Prioritize projects			X	X		
Task 5: Develop capital budget	X	X	X	X		
Task 6: Prepare 5 year plan			X	X	X	X
Task 7: Training						X
Task 8: Transmit and present final plan						X

- **Fee for Services**

The all-inclusive fee for this work is \$20,000. This includes all staff time, as well as travel and other incidental expenses. The Town will be invoiced \$10,000 after the forms have been administered (Task 2). The remaining balance shall be invoiced upon completion of the project (Task 8).