

**Agreement between**

**the Town of \_\_\_\_\_\_\_\_ and the**

**Central Massachusetts Regional Planning Agency for**

**Municipal Geographic Information System (GIS) Services**

THIS AGREEMENT is entered into by and between the Town of \_\_\_\_\_\_\_\_\_\_, as one of the Towns participating in the *MuniGIS Program* offered by the *Central Massachusetts Regional Planning Commission (CMRPC).*

WHEREAS, pursuant to [M.G.L. Ch. 40 Sec. 4A](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section4A) the Towns have entered into an Agreement for the sharing of Geographic Information System (GIS) Services, known as the “MuniGIS Program” in order to improve local mapping capacity, access trained and experienced GIS professionals, and fulfill community and regional responsibilities. The regional service will offer a comprehensive set of GIS services, including data development, data management, program development, GPS services, training, technical support, mapping, and project support for town departments and boards.

WHEREAS, the Towns participating in the MuniGIS Program are seeking to engage CMRPC as a Host Agency to provide comprehensive financial, staffing, and programmatic services.

WHEREAS, the Town pursuant to [M.G. L. C. 40, s.4A](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section4A) has obtained authorization to enter into this Agreement by vote of its Selectboard,

NOW, THEREFORE, the Town and CMRPC, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. Term.

The term of this Agreement shall be one year, starting July 1st and ending June 30th. It shall renew automatically after the first term unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 12.

1. Duties of Host Agency.

CMRPC shall seek to provide the following services to the Towns:

1. Hire and supervise GIS staff.
2. Provide the Town with the following comprehensive GIS Services:
   1. Data development
   2. Data management
   3. Program development
   4. GPS services
   5. Training
   6. Technical support
   7. Mapping
   8. Project support for town departments and boards
   9. Other related tasks as necessary
3. Ensure compliance with relevant state laws and regulations
4. Provide financial management for all funds and invoices related to MuniGIS Program operations. Ensure that financial management and expenditure meets state and federal standards, and CMRPC financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing.
5. Invoice member communities for MuniGIS Program membership assessments.
6. Provide quarterly reports that detail the number of hours used and hours remain before additional charges would apply.
7. Provide procurement services for MuniGIS staff and equipment, as needed.
8. Administer personnel policies and supervise MuniGIS staff.
9. Maintain liability insurance including worker’s compensation for MuniGIS staff.
10. Provide office space for MuniGIS staff, as needed
11. Provide information technology support for MuniGIS Program staff, including maintaining hardware, computer virus protection and back up, software purchasing and licensing, etc.; CMRPC is not responsible for costs associated with new or special software/equipment/licenses such as GPS units or aerial flyovers
12. Obligations of the Member Towns

The Town agrees to provide the following services to ensure that the CMRPC provides quality, efficient delivery of service:

* Assist staff in establishing work tasks and priorities,
* Communicate any concerns about the program first to the staff person involved, then, if needed, to the CMRPC Manager of Regional Collaboration and Community Planning.
* Prompt review of staff reports and other materials.
* Prompt payment of invoices

1. Municipal Membership Options.

All services rendered by the CMRPC shall be provided pursuant to tiered membership rates established by CMRPC.

Once the towns select their membership level, CMRPC shall submit invoices for payment annually to Towns. Re-evaluation of the membership rates shall be conducted annually and notification of membership rates for the next fiscal year will be provided to the Selectboard, Planning Board, and Assessors no later than April 1st. Membership fees must be paid at the beginning of the contract, which starts July 1st. Prorated contracts may be negotiated if a community wants to join at another time during the year.

The Town has selected a Tier \_\_\_\_ Membership and the cost under this contract shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_ in Fiscal Year 2019.

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| --- | --- | --- | --- |
| **Membership Options** | **Cost** | **Hours Available** | *Rate Per Hour* |
| **Tier 1** | $ 10,500 | 150 | *$ 70* |
| **Tier 2** | $ 7,500 | 100 | *$ 75* |
| **Tier 3** | $ 4,000 | 50 | *$ 80* |
| **Tier 4** | $ 2,000 | 20 | *$ 100* |

**If a community exceeds their allotted hours, they will be billed for each additional hour at their membership rate on a quarterly basis.**

1. INDEMNIFICATION AND INSURANCE**.**

The Town shall indemnify the CMRPC 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 CMRPC performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, [M.G.L. c. 258](https://malegislature.gov/Laws/GeneralLaws/PartIII/TitleIV/Chapter258).

CMRPC 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 CMRPC’s performance under this agreement but only to the extent and in an amount for which the CMRPC would otherwise be liable pursuant to the Massachusetts Tort Claims Act, [M.G.L. C. 258](https://malegislature.gov/Laws/GeneralLaws/PartIII/TitleIV/Chapter258).

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

1. FINANCIAL SAFEGUARDS

CMRPC Financial Responsibilities and Safeguards under [MGL c.40 s.4a](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section4A):

* 1. CMRPC shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
  2. CMRPC shall cause to be performed regular audits of such records;
  3. CMRPC shall issue quarterly financial statements to all participants.

1. WAIVERS.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the CMRPC. 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 any 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.

1. AMENDMENTS

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

1. FORCE MAJEURE

Neither the Town nor the CMRPCshall 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.

1. ASSIGNABILITY

The CMRPC shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Towns.

1. TERMINATION

This agreement may be terminated by any party for any reason upon at least three months written notice from the date received by any party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Towns shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the withdrawing Town shall be solely responsible for the provision of GIS services for the benefit of that Town. Upon such termination, the CMRPC shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Town for payment within thirty (30) days.

1. 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, so long as the Agreement continues to reflect the intention of the parties.

1. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

1. Notices.

Any notice permitted or required hereunder to be given or served on the Towns and/or the CMRPC shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United States Postal Service as set forth below:

Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CMRPC

Trish Settles

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1 Mercantile St – Suite 520

Worcester, MA 01608

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(Town Address)

WITNESS OUR HANDS AND SEALS as of the first date written above.

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TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Selectboard Date

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Executive Director, CMRPC Date