

Memorandum of Understanding Between Metropolitan Area Planning Council and Town of Hingham

For municipal energy coordination activities: Climate Action Plan

The **Town of Hingham (“Municipality”)** hereby agrees to work with the **Metropolitan Area Planning Council (“MAPC”)**, on planning work for a Climate Action Plan, under a direct fee-for-service contract.

Scope of Work:

MAPC may provide the following services to the **Municipality**:

MAPC Technical Assistance Tasks	Town Role/Responsibilities	MAPC Hours	Budget	Timeframe
Kick-off meeting with Director of Community Development and Cleaner, Greener Hingham Committee Chair.		2	\$160	August 2020
Review and revise draft climate action plan scope developed by the Task Force over the summer, this can include but is not limited to input on: available resources, budget, goal setting, and gaps.	Provide MAPC with draft scope and background documents generated by the Task Force	6	\$480	August - September 2020
Develop engagement approach and facilitator agenda for public visioning workshop (virtual) to collect input on community priorities for the climate action plan. Day-of technical support on use of Zoom conference platform for engagement.	Outreach and recruitment for the workshop, presentation and material development, meeting staffing	10	\$800	October 2020
Advisory support and review of community feedback and incorporation into the draft climate action scope.	Synthesize feedback collected and share with MAPC.	8	\$640	October 2020 – November 2020
Review and revise draft warrant article OR draft language for CAP warrant article.	Provide draft warrant article for feedback.	10	\$800	November 2020 - January 2021
Project management and bi-weekly check-ins (or as needed)		8	\$640	Throughout
	TOTALS	44	\$3,520	August 2020- January 2021

Cost of Services:

Based on the hourly rate of \$80/hour and the agreed scope of work (44 hours total), the total cost of services will not exceed \$3,520. MAPC will only bill Town for actual hours spent, upon completion of the services.

If a mutually agreed upon expansion to the scope of work is to take place, then this not-to-exceed amount would be adjusted accordingly via an Amendment to this Memorandum of Understanding.

Schedule:

Commence work upon execution of MOU with completion planned by January 2021.

Need for MAPC's Services:

From August 2019 through March 2020, Hingham underwent an extensive public conversation on the need to begin a comprehensive climate action plan. The Town has since created a new Task Force composed of Town Administration, School Committee representatives, Energy Action and Cleaner, Greener Hingham committee representatives, business community representatives, and citizens at large to advance this work.

MAPC will provide technical assistance to the Town's newly established Task Force in developing a project scope for a local climate action plan with bold mitigation goals. MAPC will provide guidance on the scope to ensure a clear planning framework and realistic budget and identify any gaps and available resources. MAPC will support the Town in planning a virtual visioning session to collect public input to inform the scope development and provide guidance on the development of a warrant article for Town Meeting in April 2021. MAPC support will complement the work of the Task Force and support provided by Hingham Town Administration on taking their energy and greenhouse gas emissions reduction work to the next level. This technical assistance will take place approximately mid-August 2020 through January 2021.

Responsibilities:

- 1) **MAPC** will provide technical assistance as described herein and as further refined with **Municipality** and **DOER** to meet the timeline required.
- 2) **MAPC** and **Municipality** will each provide a primary point of contact for the duration of the project
 - a. **Municipality** has identified Mary Savage Dunham as the primary point of contact
 - b. **Municipality's** primary point of contact will:
 - i. Be responsible for coordinating with other municipal staff for necessary information and approvals;
 - ii. Attend scheduled meetings with MAPC; and
 - iii. Respond to MAPC communications (voicemails and emails) and provide requested information in a timely manner.
- 3) **MAPC** and **Municipality** will hold a kick-off meeting and agree to hold a standing, weekly check-in call for the duration of the project. **MAPC** and **Municipality** may adjust this based on mutual agreement.
- 4) **Municipality** authorizes **MAPC** staff to request and receive from DOER full access to the energy data of the Municipality that is included in DOER's MassEnergyInsight energy reporting system.

Term:

This agreement shall be effective upon signing by all Parties, and shall be in effect until May 30, 2021. Either party may terminate this agreement sixty (60) days after written notice of intent to do so. In the case of a material breach of either parties' rights or obligations described herein, either party may terminate the agreement immediately through written notice.

Indemnification:

The Parties agree to individually assume responsibility for any and all claims, losses, or liability, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of itself, its subrecipients, subcontractors, officers, agents and employees, relating to this agreement. The Parties further agree to hold each other harmless from such claims to the extent permitted by law.

Complete Agreement:

This agreement, and any exhibits attached hereto, represents the final and complete understanding of the parties and supersedes all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

Severability:

In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force in effect.

Governing Law and Jurisdiction:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

MAPC certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A, that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support to the extent applicable.

Signed: Michelle Monsegur

Date: 8/20/2020

Print Name: Michelle Monsegur

Title: Assistant Town Administrator

Signed: _____

Date: _____

Print Name: _____

Title: _____, Metropolitan Area Planning Council