

AGREEMENT FOR SERVICES
by and between the
TOWN OF MONTAGUE
and the
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

The following provisions, effective as of November 5, 2021 between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), and the Franklin Regional Council of Governments ("FRCOG") having a usual place of business at 12 Olive Street, Greenfield, Massachusetts, 01301 (hereinafter referred to as the "FRCOG").

Whereas the Town proposes to engage the FRCOG to assist in the preparation and completion of the tasks outlined in the Scope of Work for Prevention Related Services for the Town of Montague (Attachment A), hereafter referred to as the "FRCOG Scope of Work," and

Whereas this project shall be conducted in accordance with this Agreement, as more specifically amended or supplemented by the following Special Provisions, and

Whereas, this Agreement, together with Attachment A represents the entire understanding of the parties, and neither is relying upon any representation not contained herein.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG and the FRCOG hereby accepts the engagement to perform services in connection with tasks specified in the FRCOG Scope of Work, which is incorporated by reference and made a part hereof as expressly modified or supplemented herein.

The Town, with thirty (30) days written notice, may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the Town to the FRCOG that the Agreement or any portion thereof is to be terminated, the FRCOG shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the FRCOG and shall transmit the same to the Town on or before the fifteenth (15th) day following the receipt of the written notice of termination together with an evaluation of the cost of the work performed. The FRCOG shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

ARTICLE 2 - SERVICES OF THE FRCOG

The FRCOG shall perform professional services in accordance with the FRCOG Scope of Work (Attachment A) and this Agreement.

ARTICLE 3 – SCHEDULE

The Scope of Work as required under this Agreement shall be completed on or before June 31, 2022.

ARTICLE 4- PAYMENTS TO THE FRCOG

For all services to be performed under this Agreement, inclusive of required meetings, payment shall not exceed \$12,000. Invoices shall be submitted quarterly with a brief progress report and payments shall be made within 30 days of receipt.

ARTICLE 5- OWNERSHIP OF DOCUMENTS

All work prepared and/or produced will become the property of the Town of Montague.

ARTICLE 6- SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement.

ARTICLE 7 – INDEMNIFICATION & 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 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 FRCOG nor the Town have waived any governmental immunity that may be extended to them by operation of law.

ARTICLE 8 – CONFLICT OF INTEREST

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

ATTACHMENT A

Scope of Work for Prevention Related Services for the Town of Montague

The Communities That Care Coalition (a Program of the Franklin Regional Council of Governments) proposes to work with the Town of Montague to provide monitoring, technical assistance, and evaluation of their youth substance use prevention efforts undertaken with Cannabis Impact Fees.

The Communities That Care Coalition/FRCOG staff will:

- Monitor and assess the effectiveness of new and existing prevention efforts in the Gill-Montague Regional School District and Franklin County Technical School, and report findings to the Selectboard and school leaders as requested. Specifically, these services will focus on the...
 - New Licensed Drug and Alcohol Counselor
 - Implementation of the Botvin™ Middle School LifeSkills substance use prevention curriculum
 - Implementation of the PreVenture program
- Provide technical assistance with the selection and implementation of evidence-based drug and alcohol prevention efforts in the schools and community as requested
- Share any emergent youth substance abuse issues or related concerns that are apparent in data collected over the course of the 2021-22 school year.

A one-year budget for these proposed services is:

Coalition Co-Coordinator (Kat Allen), 1 hour per week plus all fringe & admin overhead = \$6,680
Prevention in Schools Coordinator (in hiring process), ½ hour per week plus fringe & admin = \$4,506
Rent, IT, Mileage, Program Support = \$814
<i>Total Budget = \$12,000</i>

One-Year Workplan:

Ongoing (as requested), FRCOG staff will provide technical assistance with the selection and implementation of evidence-based drug and alcohol prevention efforts in the schools and community as requested by authorized school officials and/or the Town.

Ongoing (as requested), FRCOG staff will share any emergent youth substance abuse issues or related concerns that are apparent in data collected over the course of the 2021-22 school year. Staff will give presentations on Gill-Montague Regional School District and Franklin County Technical School's Teen Health Survey data at the request of school staff, School Committee and/or Selectboard members, with the explicit, written permission of the school superintendent.

Ongoing (as requested), FRCOG staff will report back to School Committee and/or Selectboard on progress of implementation of prevention services (including the new Licensed Drug and Alcohol Counselor and the Community-Based Organization Evidence-Based Parent Education Programs) as requested by authorized school officials and/or the Town.

Tasks Related to the New Licensed Drug and Alcohol Counselor:

- **In the first quarter**, FRCOG staff will work with the new Licensed Drug and Alcohol Counselor to determine what metrics (such as number of students seen, types of presenting problems, demographics of students served, outreach to parents, etc.) are already being collected and what additional metrics can be collected. The Partnership for Youth Staff will work on creating any additional data collection tools necessary for monitoring the successful implementation of this initiative.
- **Ongoing (as requested)**, Partnership for Youth Staff will seek out and forward any resources that would be valuable to the New Licensed Drug and Alcohol Counselor (such as trainings, protocol, introductions, resources, or other supports that might enhance their effectiveness), and will be available for questions and troubleshooting.

Tasks Related to the Community-Based Organization Evidence-Based Parent Education Program:

- Assist Town with drafting of a request for proposals and proposal review criteria.
- Assist Town with technical evaluation of proposals relative to stated review criteria.
- Conduct periodic check-ins with grantees to ensure programs are being implemented with fidelity to the model and that agencies are collecting appropriate process metrics. Monthly check-ins for initial quarter, then at least quarterly.
- Assist grantees with production of report summarizing program participation and any reasonably available initial outcomes.