
UNIVERSITY OF SOUTHERN MAINE - MEMORANDUM OF AGREEMENT
New England Environmental Finance Center Sub-Grant Program

This Memorandum of Agreement (MOA) is intended to establish the shared expectations between the New England Environmental Finance Center, University of Southern Maine and **the Town of Bourne, Massachusetts.**

The Southeast New England Network is pleased to work with the Town of Bourne, Massachusetts on its application to the 2020 "Call for Participants" for stormwater and watershed management assistance. These services are designed to be implemented in collaboration between leaders in the Town of Bourne and selected SNEP Network partners including Kimberly Groff Consulting, Throwe Environmental, and the Cape Cod Commission.

This document is intended to serve as a Memorandum of Agreement (MOA) between the New England Environmental Finance Center, University of Southern Maine (on behalf of the Southeast New England Program (SNEP) Network) and the Town of Bourne. It contains a brief description of the SNEP Network, the specific technical assistance being offered, project goals and partner expectations, and a proposed timeline and point of contact for the project.

Background Summary

In 2019, the US Environmental Protection Agency awarded a five-year cooperative agreement to the New England Environmental Finance Center (New England EFC) at the University of Southern Maine to establish a technical assistance network to support the work of multiple partner organizations that provide training and assistance to municipalities, organizations, and tribes across the region. The purpose of the network is to advance stormwater management, ecological restoration, and climate resilience within Rhode Island and southeastern Massachusetts. An important overarching component of the network is to create sustainable revenue streams and financing processes in support of local implementation efforts into the future.

The SNEP Network is comprised of 15 different partner organizations from across the region, thereby offering a full complement of technical and financial services to communities in support of leadership development and peer-to-peer learning. The network's collective goal is to bring about a broader understanding of the impacts of stormwater facing the community, and to overcome implementation barriers through capacity building and innovative financing systems.

In March 2020, the SNEP Network released a "Call for Participants" to offer direct technical, financial and training assistance to municipalities, tribes, and non-profits in the SNEP watershed. Assistance was offered through our network's existing capacity and members of our pre-approved consultant pool. Through a competitive process, Bourne was one of the initial twelve applications approved to receive technical assistance.

The Town of Bourne submitted a request for services that included:

- A vulnerability assessment;
- A Green Stormwater Infrastructure (GSI) assessment and proposed by pilot project addressing nature-based solutions for coastal resilience;
- A salt marsh restoration opportunity assessment;
- An initial assessment of sustainable financing options; and,
- A catalogue of potential nature-based solutions for achieving long-term resilience.

Due to the large number of applications requesting technical assistance, the Network refined the potential services offered to the Town of Bourne. Based on conversations with town representatives, the SNEP Network has approved Bourne to receive the following technical services:

1. A Coastal Resilience Action Strategy, which will include a set of key recommendations and prioritized climate resilience projects, actions, and implementation criteria designed to determine the greatest need, impact, and opportunity.
2. A set of sustainable and scalable financing options that will help lead Bourne towards successful long-term project implementation and community resilience.

Description of Technical Assistance

Bourne has recently completed a Municipal Vulnerability Plan (MVP) exercise in 2019, which helped lay the foundation for the Town's climate resilience planning and financing. Through this process, a number of needs and priorities were identified. In addition to the MVP report, there are several additional plans that are currently underway or under development. To date, however, there is no over-arching master plan that ties all climate related activities together in a cohesive manner that enables coordination or prioritization of important projects, specific actions, as well as the associated financing necessary for project implementation.

Bourne has stated they would benefit from a facilitated process that helps identify and prioritize climate actions and potential financing options related to mitigating the long-term impacts of climate change. To that end, the Network partners will develop a process for identifying priorities and a report that serves as the foundation for a long-term, climate resilience financing recommendations for Bourne. The Network will work closely with town officials to create a list of priority projects that are identified from existing plans, budgets and reports, and interviews with key staff, town officials, and key community members and organizations. Based on initial findings, the Network will then create a list of funding and financing options for consideration that will help with establishing a timeline for long-term implementation. Phased long-term implementation will be based on organizational capacity, a

prioritization scheme that is developed through facilitated planning, and discussions with key staff and town managers.

A description of the anticipated task, deliverables and estimated timeline for the project are described below:

1. The Bourne project leader is Timothy Lydon, Town of Bourne Engineering Department. Timothy will be responsible for connecting the Network lead with appropriate town and community points of contact and will assist in identifying meeting date/times as well all other necessary communications throughout the duration of the project.
2. Project Kick-off Meeting including SNEP Network partners and key Staff from Bourne is to occur on or before June 30, 2020. The purpose of the meeting will be to discuss the scope of the project, obtain a list of existing plans, permits and reports, set overarching project goals and to establish re-occurring meeting times.
3. SNEP Network team members will create a project share folder of existing plans, permits and reports and review existing information to inform the coastal resilience strategy and financing options. Bourne will provide all relevant background documents to the SNEP Network team in a timely manner.
4. A new SNEP Climate Finance Work Group will be formed for the project. It is anticipated that the current Bourne staff members who currently make up the MS4 work group should also serve as the SNEP Climate Finance Work Group. Other members can be added or removed at the discretion of Bourne.
5. The SNEP Climate Finance Work Group will meet once a month at a time that is mutually agreed upon by all parties. These meetings will be in person to the extent that is possible, otherwise it will be held virtually with agenda and facilitation of these meetings the responsibility of the SNEP Network.
6. The Climate Finance Work Group and the SNEP Network team will jointly develop a list of priority initiatives (e.g., plans, projects or activities). Through joint discussion major work flows for each of these initiatives will be outlined along with any needs for additional data. The timing of the priority initiatives will be discussed and outlined based on the need for additional data, staff capacity, funding opportunities and how the project connects to the overarching goals identified in item 2.
7. Interviews will take place with key town staff and community members/organizations throughout the process beginning on or about June 30, 2020. Approximately 2-3 interviews will occur monthly for no more than 1 hour in length per interview.
8. Completion of the draft written Coastal Resilience Action Strategy shall be completed no later than December 1, 2020. It is assumed that comments on the draft report will be provided within one month of the delivery of the draft report. A final report will be submitted by the end of January 2021.
9. Key funding and financing recommendations will be completed in a memo no later than February 1, 2021.
10. A presentation will be offered to the Town of Bourne on all findings and recommendations on or before March 1, 2021.

Note: The above estimated timelines are contingent on the ability to identify meeting dates/times and our timely collection of necessary background documents. In January of 2021, it

is anticipated that the Network team will confer with Bourne to determine if additional Network assistance is warranted.

Expectations from Bourne

Although the Network is providing these services at no charge to Bourne, there is an expectation that town leaders will designate Timothy Lydon, Town of Bourne Engineering Department as the local point of contact for the Network to engage; this person will be expected to be responsive to Network requests for information as well as to facilitate access to key staff to help better inform final recommendations. It is also expected that upon project completion, Bourne gives proper consideration to any key financing recommendations and commits to serving as a model to share their experience so as to mentor other SNEP communities in the future.

Proposed Timeline

The work plan outlined above by the Network will begin on or about June 30, 2020 and be completed no later than March 1, 2021.

Project Team/Point of Contact

The SNEP Network point of contact for the Bourne project will be Joanne Throwe of Throwe Environmental, LLC. Joanne can be reached at 401-429-3845 or joanne@throwe-environmental.com. The Network project team also includes Tim Pasakarnis from the Cape Cod Commission, and Sara Burns from The Nature Conservancy Massachusetts Chapter. The New England EFC administration team includes Martha Sheils, Director, martha.sheils@maine.edu and Leah Soloway, Policy Assistant leah.soloway@maine.edu.

Extensions, Termination, and Limitations

This MOA shall take effect upon the signature of the parties and can be extended or modified at any time per the mutual consent of the parties. Additionally, a party may terminate its participation in this MOA at any time by providing written notice to the other party at least 30 days in advance of the desired termination date. Each party to this MOA is independent of the other, and nothing contained herein shall be considered to establish a legally binding partnership, agency/principal relationship, or joint venture and, except as expressly permitted by this MOA, neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.

THE UNIVERSITY OF SOUTHERN MAINE DOES NOT PROVIDE AND HEREBY DISCLAIMS ALL WARRANTIES OR INDEMNITY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES PROVIDED TO THE TOWN OF BOURNE IN THE PERFORMANCE OF THIS MOA. THE UNIVERSITY DOES NOT WARRANT THE USEFULNESS OF THE SERVICES OR ANY MATERIALS PRODUCED IN THE PERFORMANCE THEREOF. TO THE EXTENT THAT THE UNIVERSITY MAY NOT

AS A MATTER OF APPLICABLE LAW DISCLAIM AN IMPLIED OR EXPRESS WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

Neither Party shall be liable to the other or be deemed to be in breach of this MOA for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the Party whose performance is affected notifies the other Party promptly of the existence and nature of such delay.

The failure of either Party to exercise any of its rights under this MOA for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this MOA shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the MOA unless specifically agreed to in writing.

In the event one or more clauses of this MOA are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this MOA.

This MOA sets forth the entire agreement of the parties on the subject matter hereof, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This MOA shall not be modified or amended unless in a writing signed by both parties.

Indemnity

The Town of Bourne will carry, or are covered by, liability insurance in such amounts and covering such risks as the Town reasonably believes are adequate for the conduct of their business and as is customary for municipalities of similar size engaged in similar activities. This would include but is not limited to: commercial general liability insurance, commercial automobile liability insurance, professional and/or errors and omission insurance, as well as insurance covering statutory benefits for worker's compensation. The University of Maine System shall not be held liable for, and, to the extent permitted by law, the Town of Bourne hereby agrees to indemnify, defend, and hold harmless and will forever discharge the University of Maine System, its trustees, agents, officers, and employees thereof in respect to any expense, claim, liability, loss or damage (including any incidental, special, or consequential damage) either direct or indirect, whether incurred, made or suffered by the Town of Bourne or by third parties, in connection with or in any way arising out of the furnishing performance or use of testing services or data provided by the University of Southern Maine. Failure to adhere to these requirements will be subject to default and breach of this MOA.

The Signatories below agree to all provisions of this MOA:

FOR TOWN OF BOURNE, Massachusetts

 6-29-2020

Authorized Signature

Date

FOR UNIVERSITY OF SOUTHERN MAINE

 6/30/2020

Authorized Signature

Date

Tamara Blair Kirk, Director
Research Service Center
University of Southern Maine