

Planning Technical Assistance

General Agreement

SUMMARY

This professional Services Agreement is made by and between Vanessa L. Farr, Principal/Planner, Maine Design Workshop “Consultant”) of 45 Beech Hill Road, Freeport, Maine 04032 and Town of Casco “Client” of 635 Meadow Road, Casco, Maine 04015 with an effective date of _____, “Effective Date”.

The parties agree as follows:

A. DESCRIPTION OF SERVICES

The Consultant will provide the Town of Casco with Planning Technical Assistance in support of the Casco Comprehensive Plan with the scope of services identified herein under “Attachment A Scope of Work”. The Consultant will provide direct technical support to the Comprehensive Plan Implementation Committee, and collaborate with staff, as needed, to coordinate implementation tasks. The Consultant will work closely with and report to the Town Manager, who will supervise efforts performed under this agreement.

B. STANDARD OF CARE

All services provided by Consultant under this Agreement will be performed in a manner consistent with the professional care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposal, contracts, plans and specifications, or reports.

C. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of that portion of the scope of services identified as to be performed by Consultant, or one (1) year from the date of its execution, whichever comes first.

D. PROJECT SCHEDULE

The Scope of Work assumes a six-month period of technical assistance to complete Task 1. Any work activated by Task 2 shall be performed per schedule as agreed upon by and between Client and Consultant.

E. PROJECT BUDGET

The Consultant will provide the services described herein under Attachment A Scope of Work, Task 1 for an estimated fee of \$18,500. Consultant, as project manager, reserves the right to adjust staff hours and re-allocate direct expenses.

F. EXPENSES

Any direct expenses incurred during the performance of this work shall be reimbursed by the Town of Casco, with exception to mileage. The Consultant agrees to waive mileage.

G. PAYMENT

Consultant shall submit a monthly invoice and documentation of hours spent on the project. The hourly rate for professional planning services is \$140/hr. Invoices shall be payable within 30 days of receipt. If the payments of the invoices are not maintained as current, Consultant may, upon written notice to the Client, suspend further work until payments are brought current.

H. REPRESENTATIVES

The Consultant identifies that the Town Manager or his/her authorized designee, shall act as the Town's representative in all dealings with the Consultant. The Consultant identifies that Vanessa L. Farr, Principal, shall act as the Client's representative in all dealings with the Client.

I. PERSONNEL, INDEPENDENT CONTRACTOR

Consultant recognizes that she is an independent contractor, and that performance of services under this Agreement does not make her an officer or employee of the Town of Casco.

J. DOCUMENTS

The Client agrees to furnish or provide access to Consultant any information or material in its possession that is relevant to performance hereunder and Consultant staff will cooperate with Consultant to provide the same. The Consultant will not, without the Town's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of either party, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the Town and be promptly delivered to the Town upon request. All working papers shall be and

remain the property of Consultant, but Consultant shall make said work papers available to the Town of Casco upon the Town's request.

Consultant shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the Town.

K. DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws, rules, and regulations of the state of Maine. Both parties agree that they will initially attempt to resolve disputes through discussions among principals appointed by each Party. Failing resolution, the Parties shall attempt to resolve disputes through mediation conducted in accordance with the Mediation Rules of the American Arbitration Association. Mediation shall take place in Cumberland County and the Parties shall equally share in the cost of the mediator.

2. The parties agree that any and all disputes arising out of or in any way relating to this Agreement, or the breach thereof, and which cannot be resolved through discussion or mediation, shall be finally resolved by a court having jurisdiction in Cumberland County.

3. Waiver of a jury trial. The Consultant specifically waives any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or this agreement because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

4. In the event of any dispute between the Town and Consultant due in whole or in part to any act or omission of the other party or relating to the agreement, each party agrees that it shall only assert its claim against the other. Notwithstanding anything to the contrary contained in any other provision of this agreement, the directors, officers, partners, members, agents, or employees of the Town, the Consultant shall not have any personal liability under this agreement for any obligation at any time, it being understood that each party shall look solely to the other party for the satisfaction of any claim such party has against the other party, their directors, officers, partners, agents, or employees of any of them.

L. TERMINATION

This Agreement may be terminated at any time by (a) mutual consent of the parties, (b) either party after written notice of default if the defaulting party fails to cure the default within seven (7) calendar days; or (c) by the Consultant, without cause, for the Consultant's convenience, upon seven (7) calendar days written notice. In the event of a termination pursuant to Paragraph M(a) or M(c), Consultant will be paid all monies earned by Consultant under the terms of this Agreement as of the effective date of termination. Under no circumstances shall Consultant be entitled to payment for Services not performed by Consultant or for any alleged lost net profit on Services not performed by Consultant.

M. RISK ALLOCATION, LIMIT OF LIABILITY

1. The Client agrees that to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any claim or claims, whether based in contract, negligence, professional negligence, breach of warranty or any other theories of liability, shall not exceed the total amount of the fees.

2. Notwithstanding anything to the contrary contained in any other provision of this Agreement, Client and Consultant mutually waive against each other consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement including without limitation, loss of use, loss of profits, and all consequential damages due to either party's termination of this Agreement.

3. Client and Consultant agree that Consultant has no control over software, hardware, computer or other technology caused errors and, as such, has no responsibility for them.

N. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

Town of Casco:
Attn: Anthony Ward
Title: Town Manager
635 Meadow Road,
Casco, Maine 04015

CONSULTANT:
Maine Design Workshop
Attn: Vanessa L. Farr
Title: Principal
45 Beech Hill Road,
Freeport, Maine 04032

P. COMPLIANCE WITH LAW

In its performance under this Agreement, Consultant will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

IN WITNESS WHEREOF, the Town of Casco has caused this Agreement to be signed by Tony Ward, its Town Manager, thereunto duly authorized, and Vanessa L. Farr, Principal, Maine Design Workshop has caused this Agreement, thereunto duly authorized, the day and date first above written.

Maine Design Workshop

Vanessa L. Farr, Principal / Planner

Town of Casco

Anthony Ward, Town Manager

Attachment A

Scope of Work

Task 1 Implementation of the Comprehensive Plan

- Establishment of Committee. Facilitate meeting with the Select Board to provide guidance regarding interview and recruitment process for establishing the Comprehensive Plan Implementation Committee (CPIC). Provide a draft set of interview questions in advance of workshop. Provide a draft roles/responsibilities of the CPIC for Select Board consideration. (6 hours)
- Roles and Responsibilities for Implementing the Plan. Facilitate a joint workshop of the Select Board and newly appointed Comprehensive Plan Implementation Committee (CPC) to educate each Board about their individual roles and responsibilities regarding plan implementation, and how the Board and Committee overlap. Develop a brief booklet and presentation for ongoing board reference. (6 hours)
- Roles of Staff. Meet with Town Staff to educate and create shared understanding about their individual and department roles implementing the Comprehensive Plan (3 hours)
- Onboard CPC. Meet with the CPC to educate and level set about the plan framework, goals, and strategies of the plan. (3 hours)
 - Develop 1 Year Work Plan After CPC is comfortable with roles and responsibilities, facilitate CPC to develop a work plan for year 1 implementation. (3 hours)
 - With CPC, attend workshop with Planning Board to discuss work plan and how its work interrelates (4 hours)
 - Based on outcomes of joint workshop, facilitate joint workshop of CPC and Select Board to finalize work plan. (3 hours)
- Meet once / month for six months to provide technical assistance and professional guidance to the CPC. (1 prep, 2 meet, 1 drive = 4 hours x 6 meetings = 24 hours)
 - Assist with tasks including but not limited to: goal setting, light ordinance updates, public education and outreach, grant writing, strengthening partnerships, proposal writing, meeting with staff, Boards and Committees regarding advancing implementation strategies. (10 hours x 6 months = 60 hours)
 - In month 6, facilitate a joint meeting of Planning Board, Select Board, CPC and Staff to evaluate progress. (4 hours)
- Support Plan Certification. With Chair, meet with staff and DACF Municipal Planning Assistance program and support the State review and certification process. Provide technical support to answer any department questions that may arise from review (12 hours)
- Advisory Guidance to Select Board. Attend the annual goal-setting workshop, or prepare a memo for the Select Board in advance of the workshop to provide recommendations to the Board for its work plan and annual budget process. (3 hours)

Approximately 130 hours

Task 2 General Planning Consulting Service

This task and subtasks envisions providing as needed on-call planning services. For project development review, after transmitting a copy of the proposed application, I will provide an estimate of hours/effort to review and prepare documents for the Planning Board prior to commencing work.

- Provide on-call technical support to the Town Manager and Select Board to perform the following:
 - Interpret and apply applicable state, county, and local statute, codes, ordinances, and regulations
 - Review proposed development projects (subdivision, site plan, contract zone) for compliance with municipal land codes, standards, and design guidelines, and consistency with the Town's adopted Comprehensive Plan. Prepare review memos and findings of fact; Provide technical information to the Code Enforcement Officer and Chair of the Planning Board when reviewing applications for development, interpreting and enforcing local ordinances.
 - Meet with businesses, property owners, and applicants to explain the town's land use regulations and development procedures; provides helpful guidance as applicants prepare to submit development projects.
 - Attend Planning Board meetings and meetings of the Select Board, as requested.
 - Provide general guidance and technical capacity on an as needed basis in planning, zoning, local economic development, housing and environmental planning.

Hourly time estimate to be provided by Consultant, and agreed upon by Client as services are requested, compensated per the hourly rate identified in this Agreement.