

# Town of Scituate

**Laura Harbottle, AICP**  
**Town Planner**

**Planning Board**

600 Chief Justice Cushing Highway  
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## MEMO

To: Nancy Holt, Director of Finance  
From: Laura Harbottle AICP, Town Planner  
Re: Contract for Phase III, Economic Development Study  
Date: August 29, 2014

*Laura Harbottle*

Attached is the contract for Phase III of the Economic Development Study MAPC is conducting for the Town. The funds will come from the Economic Development Commission's budget for FY15. Their account no. is 001-182-0520-5309. Please let me know if you have any questions.

**CONTRACT FOR PROFESSIONAL SERVICES**  
**BY AND BETWEEN THE**  
**METROPOLITAN AREA PLANNING COUNCIL**  
**AND**  
**THE TOWN OF SCITUATE**

This agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** ["MAPC"] a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and the **TOWN OF SCITUATE** ["Town"] at 600 Chief Justice Cushing Highway, Scituate, MA 02066.

Witnesseth that the parties have AGREED as follows:

**Article I**  
**Description and Scope of the Work**

1. **MAPC** will provide professional services to undertake and perform all appropriate tasks to produce the **Scituate Economic Development Study, Phase III** and related work products as described in **MAPC's** proposal dated **August 1, 2014** [the "Proposal"], attached as **Exhibit A** and incorporated herein.

**Article II**  
**Time of Performance**

2. **MAPC** shall commence work immediately upon execution of this Agreement and shall complete performance no later than **December 31, 2014**. Time shall be of the essence in relation to **MAPC's** performance under this Agreement. Reasonable extensions shall be granted at the written request of **MAPC**, provided the justifying circumstances are beyond the reasonable control of **MAPC** and without fault of **MAPC**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

**Article III**  
**Revisions in the Work to be Performed**

3. If during the term of this Agreement, the **Town** requires revisions or other changes to be made in the scope or character of the work to be performed, the **Town** will promptly notify **MAPC**. For any changes to the scope of work, **MAPC** shall notify the **Town** of associated costs in writing. **MAPC** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from the **Town**.
4. The **Town** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **MAPC**. Any revisions or changes requested by the **Town** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

**Article IV**  
**Payment for Services**

5. The Town's total payment to **MAPC** under this Agreement shall not exceed the total price of **\$12,100** stated in the Proposal unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by **MAPC** in performing the work.
6. The Town shall make payment to **MAPC** as on the schedule and based on the milestones and deliverables set forth in the Proposal.

**Article V**  
**Ownership and Confidentiality of Material, Work Products**

7. **MAPC** shall afford the Town unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by **MAPC** under this Agreement.
8. **MAPC** reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this agreement, and any rights of copyright acquired with funds provided under this Agreement.
9. The Town and **MAPC** shall have both unlimited rights to any data first produced or delivered under this Agreement.
10. Upon completion of this project or termination for or without cause, **MAPC** shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by the Town.

**Article VI**  
**Assignment**

11. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

**Article VII**  
**Severability**

12. 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 and effect.

**Article VIII**  
**Termination of Agreement**

13. The Town or **MAPC** may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.
14. In the event of a failure to materially perform by **MAPC**, the notice of such breach shall be accompanied by the nature of the failure, and shall set a date at least 60 days later by which **MAPC** shall cure the failure. If **MAPC** fails to cure within the time as may be required by the notice, the Town may at its option, terminate the Agreement.
15. Notwithstanding any language to the contrary within this Agreement, the Town or **MAPC** may terminate this agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, **MAPC** shall be compensated for work product and services performed prior to the date of termination. In no event shall **MAPC** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

**Article IX**  
**Compliance with Conflict of Interest Laws**

- 16.** MAPC warrants and represents to the Town that, to the best of its knowledge, no officer or employee of MAPC who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. MAPC further warrants and represents to the Town that, to the best of its knowledge, no employee of MAPC has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

**Article X**  
**Governing Law and Jurisdiction**

- 17.** 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.

**Article XI**  
**Complete Agreement**

- 18.** This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

X Marc Drais

Date: 8/21/14

Name: Marc Drais

Title: Executive Director

For the TOWN OF SCITUATE

X Albert Banger

Date: 7 Aug 14

Name: Albert Banger  
~~Patricia A. Vinchesi~~

Title: Acting Town Administrator

\* \* \* \* \*

## **Exhibit A:**

# **Scituate Economic Development Study Phase III Scope of Work**

### **Project Understanding**

The Town of Scituate is looking for strategies to expand its commercial tax base and seeks analysis and recommendations with regard to the market for different types of commercial uses in the town, the optimal location for these commercial uses, and actions the Town could take to facilitate those uses in those locations.

The **Scituate Economic Development Study, Phase III** project will build off the work from Phases I & II, which were completed in June 2014. The project is expected to start in August 2014. Funding from the Town of Scituate for this final phase will be \$12,100.

### **Phase III:**

#### **A. Kick-Off Meeting with Economic Development Commission**

#### **B. Opportunity Area Plans and Revenue Generation**

- a. Identify opportunity sites within economic opportunity areas (Scituate Harbor, Greenbush, North Scituate, Humarock, and Route 3A). Includes a meeting with the EDC.
- a. Scenario Modeling with tax revenue implications for different types of development on opportunity sites
- b. Draft Economic Opportunity Area plans and incorporate into Phase II Report.

#### **C. Document Review**

- a. Incorporate Phase II revisions from EDC, Town Planner, etc.
- b. Public Review: Online report developed with interactive opportunities to provide feedback.
- c. Public Input Revisions

#### **D. Finalize Recommendations**

- a. Finalize regulatory or review process changes as necessary to facilitate commercial development
  - i. Provide draft zoning and other regulatory text changes (Zoning text to be completed early November for review by Planning Board and Board of Selectmen.)
- b. Present final findings to ED Commission.

## Scituate Economic Development Study

### Phase III: DRAFT Scope and Costs

		Costs
<b>I</b>	<b>Opportunity Area Plans and Revenue Generation</b>	
	Identify Opportunity Sites for each area (includes EDC meeting)	\$ 1,125
	MAPC Scenario Modeling: Tax revenue generation comparison	\$ 1,125
	Identify preferred scenario for each	\$ 575
	Draft Opportunity Area plans and incorporate into draft	\$ 1,700
	<b>SUBTOTAL</b>	<b>\$ 4,525</b>
<b>II</b>	<b>Document Review:</b>	
	Incorporate Phase II revisions from EDC, Town Planner, etc. (includes EDC meeting)	\$ 750
	Public Review: Develop website through MAPC. Interactive opportunities to provide feedback. (This could occur before or after Section II.)	\$ 575
	Public Input Revisions	\$ 750
	<b>SUBTOTAL</b>	<b>\$ 2,075</b>
<b>III</b>	<b>Finalize Recommendations</b>	
	Provide draft zoning changes and/or other regulatory text changes. (Draft zoning changes to be completed early November 2014 for review by Planning Board and presentation to Board of Selectmen.)	\$ 3,350
	Present to ED Commission	\$ 550
	<b>SUBTOTAL</b>	<b>\$ 3,900</b>
<b>IV</b>	<b>Contingency</b>	
	Administrative and Internal Review Time	\$ 1,600
<b>TOTAL</b>		<b>\$ 12,100</b>