



Memorandum Of Understanding
BETWEEN
THE TOWN OF Ogunquit
AND
SOUTHERN MAINE PLANNING AND DEVELOPMENT COMMISSION

This Agreement, dated this October 2022 by and between the Town of Ogunquit, acting through its Select Board, Town Hall, Ogunquit, ME (hereinafter referred to as the "Town"), by and through its Town Manager Matthew Buttrick and the Southern Maine Planning and Development Commission through its Executive Director, Paul Schumacher.

1. Scope of the Work:

The Commission will develop a new Comprehensive Plan for the Town in accordance with the proposed scope of services attached (See Town RFP). Ogunquit is seeking a plan consistent with the Growth Management law, required elements of the plan are also made part of this agreement. During the document drafting period, the committee shall be provided a copy of the draft Inventory chapter and have one opportunity to make suggested changes to that chapter. Once the chapter changes have been made, the chapter shall be considered as final for the document. **This MOU shall only cover the work proposed in Phase I.** The project scope will be as follows:

Phase I: Development of Inventory Chapters Which meets the required sections for a Consistent Comprehensive Plan. Those chapters include:

1. Population & Demographics
2. Economy
3. Housing
4. Transportation
5. Recreation
6. Marine Resources & Sea Level Rise Impacts
7. Water Resources
8. Critical Natural Resources
9. Historic and Archaeological Resources
10. Agricultural and Forest Resources
11. Public Facilities and Services
12. Fiscal Capacity and Capital Investment Plan
13. Existing Land Use & Future Land Use

all associated mapping for the various chapters is included as part of phase I.

Phase II: Will consist of the development of the Goals Policies & Strategies and will be developed in conjunction with the Comprehensive Plan committee for Submission to the State of Maine Department of Agriculture Conservation & Farming (DACF) for Consistency a revised MOU will be required in order to work on Phase II of this plan. **In order for SMPDC to undertake Phase II of the plan a new MOU will need to be developed between the two parties.**

All public hearings shall be led by the committee and not SMPDC.

2. Project Period:

This agreement shall become effective October 2022 and shall continue until the completion & adoption of the plan in June of 2024. This project period is for phase 1 which consists of the Inventory chapters only. If the Town wishes to work with SMPDC on the Development of Phase II which would consist of Development of the Goals Policies & Strategies as well as Submission to the State of Maine Department of Agriculture Conservation & Farming (DACF) for Consistency, **As noted above, for SMPDC to undertake Phase II of the plan a new MOU will need to be developed between the two parties.**

3. Ownership of Material:

All materials, maps, reports, documents, and other work products prepared under this Agreement shall be owned by the Town, provided, however, that the Commission may retain file copies of any or all of the above for its own use.

4. Compensation:

Part A - The Commission shall be compensated by the Town for its costs in providing services for the plan as outlined in the scope of services. Town related travel costs will be charged at 80% of the current IRS Standard Mileage Rate. Activities under the contract shall be billed on a "not-to-exceed" basis over the course of the 18 months and shall not exceed \$50,000 for this contract period. This budget is estimated by the town for an 18-month contract period. Required services beyond the 18-month period will need to be negotiated between the Commission and the Town. SMPDC billing rates are as follows:

Director of Planning	\$85.00 per hour
Senior Planner	\$80.00 per hour
Sustainability Planner	\$75.00 per hour
Planner	\$70.00 per hour

5. Method of Payment:

The Commission shall submit monthly invoices to the Town which itemize the time charged to the contract and any direct costs incurred.

6. Project Officer:

The project officer for the Commission shall be the Director of Planning. No other member of the Commission or staff may make representations or binding commitments for the Commission unless authorized by the Executive Director or Director of Planning.

7. Termination:

This Agreement may be terminated for cause or for mutual convenience if the parties so agree. Such termination shall take place thirty (30) days after written notice of the termination agreement. In the event of termination, the Commission shall assemble all information prepared under this Agreement to date and shall forward it to the Town. The Commission shall be entitled to recover its costs for work completed.

8. Non-Assignment:

No portion of this Agreement may be assigned or sub-contracted to another party without prior approval of both parties.

9. Amendment:

This Agreement, including the scope of work, may be amended or modified by a written amendment signed by the Town and the Commission.

10. Entire Agreement:

This Agreement, along with attachments, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

TOWN OF OGUNQUIT, ME

Matthew Buttrick, Town Manager

Date

SOUTHERN MAINE PLANNING AND DEVELOPMENT COMMISSION

Paul Schumacher, Executive Director

Date

Att:

OGUNQUIT COMPREHENSIVE PLAN MEETINGS SCHEDULE

	Chapter Review
October 2022	Show Chapter Schedule
November	Review Population and Demographics Chapter
December	Review Local Economy Chapter
January 2023	Review Housing and Aging in Place Chapter
February	Review Transportation Chapter
March	Review Conservation and Recreation Chapter
April	Review Marine Resources and Sea Level Rise Chapter
May	Review Water Resources, Critical Natural Resources, and Agricultural and Forest Resources Chapters
June	Review Historic and Archaeological Resources Chapter
July	Review Public Facilities and Services Chapter
August	Review Fiscal Capacity and Capital Investment Plan
September	Review Existing Land Use Chapter
October	Review Future Land Use Plan