



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	05/12/2021	Department	Planning/Economic Dev
Agenda Item	4.b) Consideration of a One Year Extension of PlanME, LLC Contract		
Est. Cost	TBD		

Background Information

PlanME, LLC has provided professional planning services to the City of Gardiner since June 23, 2016. In 2018 the city extended the agreement for one year until June 30, 2019 (First Amendment). There was a Second Amendment extension for two years (July 1, 2019 - June 30, 2021). Because the extension is due to expire, the city will need to decide if they wish to continue contractual services with PlanMe, LLC.

PlanME, LLC has provided a Third Amendment to the agreement for one year beginning July 1, 2021 - June 30, 2022.

The terms of the amendment would remain the same as the original agreement with an hourly fee of seventy dollars (\$70.00) plus reimbursement for direct costs incurred in the conduct of work for Gardiner.

Requested Action	" I move to instruct the Acting City Manager to accept the extension of a one year contract with PlanME, LLC "
City Manager and/or Finance Review	Acting City Manager approves of the above action.
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

AGREEMENT

This Agreement is made this 23rd day of June, 2016 by and between the **City of Gardiner**, a municipality in Kennebec County, Maine (hereinafter "Gardiner" or "City"), and **Plan ME, LLC**, of Freeport, Maine, a limited liability company organized under the laws of the State of Maine (hereinafter "Plan ME") (collectively the "Parties").

WHEREAS, Plan ME desires to provide certain planning services to Gardiner; and

WHEREAS, Gardiner desires Plan ME to provide certain planning services to the City.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals

The aforescribed recitals are incorporated herein.

2. Scope of Services

- A. Plan ME will assist Gardiner in implementing the land use ordinance updates and other land use matters as outlined in Gardiner's new Comprehensive Plan.
- B. Mark Eyerman of Plan ME will meet periodically with the Ordinance Review Committee (monthly), Gardiner Comprehensive Plan Committee (quarterly) and Gardiner staff to review and revise the drafts of various updates to the land use ordinances contemplated by the Gardiner Comprehensive Plan, as well as prepare drafts for any new land use ordinances proposed by the Gardiner Comprehensive Plan, and assist with other land use projects as outlined in the Gardiner Comprehensive Plan.
- C. Mark Eyerman of Plan ME will be available to assist the Gardiner City Council, Planning Board, Code Enforcement Officer, City Manager, Planning Administrative Assistant, and other Gardiner staff as needed with planning and land use questions.

3. Responsibilities of Gardiner

- A. Gardiner will provide Plan ME with all available data and reports at no charge that are necessary to update Gardiner's land use ordinances as contemplated in this Agreement.
- B. Gardiner will be responsible for dedicating appropriate staff time to work with Plan ME in developing the update to Gardiner's land use ordinances as contemplated in this Agreement.

4. Work Outside of the Scope of Services

If Gardiner requests Plan ME to perform work outside the scope of services contemplated in this Agreement, such services shall be subject to terms and conditions mutually agreed upon in writing by both Parties and may only be incorporated in this Agreement by a written amendment agreed upon by both Parties. No such work shall be undertaken without prior written approval of Gardiner.

5. Term of Agreement

The term of this Agreement shall be July 1, 2016 to June 30, 2018. The term may be extended with written mutual consent of Gardiner and Plan ME.

The Agreement may be terminated by Gardiner for cause or for convenience upon thirty (30) days written notice to Plan ME. In the case of early termination, Plan ME will provide Gardiner with a copy of all work completed to date and all files, documents, and other materials relating to the work contemplated in this Agreement.

6. Compensation and Method of Payment

Services rendered by Plan ME under this Agreement shall be compensated at an hourly rate of seventy dollars (\$70.00) plus reimbursement for direct costs incurred in the conduct of work for Gardiner. In no case shall this amount exceed thirteen thousand five hundred dollars (\$13,500) annually without the express and written approval of Gardiner.

Gardiner shall make payment within thirty (30) days of receiving an invoice for services by Plan ME.

7. Insurance

Plan ME agrees to maintain Workers Compensation insurance (if required by law) and auto and business liability insurance with limits of at least \$400,000 during the course of this Agreement.

Further, to the greatest extent permitted by law, nothing in this provision or this Agreement shall be deemed to waive, impair or modify any immunity from suit or judgment, including statutory limitations on damages, that may exist with respect to Gardiner or its or municipal officers, agents and employees under the Maine Tort Claims, 14 M.R.S. § 8101 *et seq.*, as may be amended or replaced, or other provisions of law.

8. Subcontracting; Assignment

Plan ME will not subcontract or assign any other portion of the work without the prior written approval of Gardiner.

9. Ownership of Materials

Gardiner holds every proprietary right in and to all reports, files, analyses, charts, drawings, and other documents prepared by Plan ME, its subcontractors, or other assigns or representatives in connection with the services and deliverables set forth in this Agreement.

10. Notice

All notices, demands, requests and other communications required shall be in writing and shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address hereinafter set forth:

If to Plan ME:

Mark Eyerman
Plan ME, LLC
135 Maine St. STE A-207
Brunswick, ME 04011

If to Gardiner:

City of Gardiner
c/o Scott Morelli, City Manager
6 Church Street
Gardiner, Maine 04345

With a Copy to:

Jonathan A. Pottle, Esq.
Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, Maine 04402-1210

Notice shall be deemed given upon receipt. Any party may designate a change of address by written notice to the other, given at least ten (10) days before such change of address is to become effective.

11. Integration

This Agreement and all exhibits attached hereto constitute the full understanding of the Parties with respect to the subject matter hereof; and any prior agreements or understandings of the Parties, whether oral or written, with respect to this subject matter and inconsistent with this Agreement shall be void.

12. Modification

Any subsequent modifications relating to this agreement shall be in writing and signed by both Parties.

13. Severability

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Successors and Assigns

The benefits and burdens of this Agreement shall inure to and be binding upon the successors, personal representatives, heirs, assigns, and constituents of Plan ME and Gardiner.

15. Choice of Law

This Agreement shall be construed and governed under the laws of the State of Maine.

16. Captions

The captions of the paragraphs of this Agreement are for convenience only, and shall not be considered or referred to in resolving questions of construction and/or interpretation.

17. Further Actions

Each of the Parties hereto agrees to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions, of this Agreement.

June 18, 2019

Second Amendment to Agreement for Professional Planning Services

The City of Gardiner, Maine and PlanME, LLC entered into an agreement on June 23, 2016 for PlanME to provide planning services to the City as set forth in the agreement. Section 5 of the agreement provides that the term of the agreement would be from July 1, 2016 to June 30, 2018. The agreement also provides that the term of the agreement may be extended with the mutual written consent of Gardiner and PlanME.

The City of Gardiner and PlanME, LLC mutually agreed that the term of the agreement would be extended for one year until June 30, 2019 in the First Amendment to the Agreement. This Second Amendment to the Agreement extends the term of the agreement for two additional years until June 30, 2021.

The parties have made and executed this amendment to be effective as of July 1, 2019.

For the City of Gardiner:



Its: CITY MANAGER

For PlanME, LLC:



Mark Eyerman

Its: President

April 9, 2021

Third Amendment to Agreement for Professional Planning Services

The City of Gardiner, Maine and PlanME, LLC entered into an agreement on June 23, 2016 for PlanME to provide planning services to the City as set forth in the agreement. Section 5 of the agreement provides that the term of the agreement would be from July 1, 2016 to June 30, 2018. The agreement also provides that the term of the agreement may be extended with the mutual written consent of Gardiner and PlanME.

The City of Gardiner and PlanME, LLC mutually agreed that the term of the agreement would be extended for one year until June 30, 2019 in the First Amendment to the Agreement and until June 30, 2021 in the Second Amendment to the Agreement. This Third Amendment extends the agreement for one year until June 30, 2022.

The parties have made and executed this amendment to be effective as of July 1, 2021.

For the City of Gardiner:

Its: _____

For PlanME, LLC:

Mark Eyerman
Its: President