

AGREEMENT
BY AND BETWEEN
Town of Southampton
and the
Pioneer Valley Planning Commission

Site Visioning and Master Plan Project for 0 College Highway

THIS AGREEMENT, made effective November __, 2024, the Town of Southampton, 210 College Highway, Southampton, MA 01073 (hereinafter referred to as “the Town”), and the Pioneer Valley Planning Commission of 60 Congress Street, Springfield, MA 01104 (hereinafter referred to as “the Commission”).

WITNESSETH THAT:

WHEREAS, the Town of Southampton has expressed an interest in retaining the services of the Commission for a Site Visioning/Master Plan Project and related technical support services for newly acquired town parcels, with the address of 0 College Highway in Southampton, and;

WHEREAS, the Town of Southampton has appropriated a sufficient amount of funds to retain said professional services through December 31, 2025;

WHEREAS, the Commission is eligible to undertake and provide local planning assistance to member communities under Chapter 40B of the Massachusetts General Laws, and has the knowledge and experience necessary to the aforesaid activities;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF COMMISSION:** The Town hereby engages the Commission to perform the services set forth herein and the Commission hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The Commission shall perform necessary professional services as found in Attachment A of this agreement.
3. **RESPONSIBILITY OF THE TOWN:** The Town shall assume responsibility for assisting the Commission insofar as possible for the purposes of efficiency and furnishing the Commission with information needed to complete the services satisfactorily.
4. **REPORTING:** The Commission will submit reports on the status of the professional services as requested by the Town.
5. **SUBCONTRACTS:** No subcontracts may be awarded by the Commission the purpose of which are to fulfill in whole or in part the services required of the Commission, without prior approval of the Town of Southampton. A subcontract shall not relieve or discharge the Commission from any obligation, responsibility, or liability under the Contract. All subcontracts shall be in writing and shall include by reference compliance with all terms and conditions of the Contract.

6. **TIME OF PERFORMANCE:** The services of the Commission are to commence effective November 21, 2024, and shall continue through December 31, 2025, or upon expenditure of all project funds, unless otherwise agreed by the Town and the Commission.
7. **COMPENSATION:** The Town shall pay the Commission a total fee in an amount not to exceed Eighty Thousand Fifteen and No Cents (\$80,015.00) for support services, including direct reimbursable expenses and mileage. The Commission shall invoice the Town monthly and submit in an approved format. Travel costs will be billed at the established IRS rate for reimbursement. Any direct costs (i.e. copying, mailing, etc.) shall be reimbursed at straight cost. Payment from the Town to the Commission shall be made within thirty (30) days of receipt of an invoice.

8. **GENERAL PROVISIONS**

8.1 **RETENTION OF RECORDS:** The Commission shall maintain those books, records, and other documents, including but not limited to payroll records, and accounting records that are sufficient to document that activities carried out were in accordance with this Agreement. Such records shall contain all information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The Commission shall maintain such records for a period of seven (7) years from the date of completion, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 **ACCESS TO RECORDS:** The Commission shall make all books, accounts, records, reports, files, and other papers, things or properties that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representatives.

8.3 **TERMINATION:**

8.3.1 The Town may suspend or terminate this Contract by providing the recipient with fifteen (15) days written notice for reasons outlined as follows:

- a. Failure of the Commission, for any reason, to fulfill in a timely and proper manner its obligations under this contract including compliance with applicable federal, state or local laws, or regulations, and such procedures or guidelines as may be established;
- b. Submission by the Commission to the Town of reports that are consistently and continually late, incorrect, or incomplete in any material respect.

8.3.2 The Commission may suspend or terminate the Contract by providing the Town with fifteen (15) days written notice for the following reasons:

- a. Failure by the Town to pay the fee in accordance with Article 6;
- b. Actions or inaction by the Town which seriously hinder the Commission's ability to perform its obligations in accordance with this Agreement;
- c. A reasonable determination by the Commission that the satisfactory completion of one or more of the agreed upon activities is rendered

improbable, unfeasible, impossible or illegal, without fault of the Commission, provided however, that the Commission shall first have

- i. advised the Town of the reasons for the determination, and
- ii. developed and proposed such solutions as appear feasible, and
- iii. sought to negotiate an amendment of the Agreement with the Town and the Commission and such efforts have not satisfactorily removed the impediment to completion.

8.3.3 In the event of suspension or termination, the Town shall pay the Commission for services rendered through the date of suspension or termination.

8.4 AMENDMENTS: This agreement may be amended provided such amendment is mutually agreeable and committed to in writing by the signatories hereto.

9. INDEMNIFICATION: The Commission shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Commission's breach of this Agreement or the negligence or misconduct of the Commission or the Commission's agents or employees in the completion of the services or products covered by this Agreement.

10. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: All published materials including, without limitation, reports, manuals, publications, pamphlets, brochures, advertisements, mass mailings, notices and articles prepared under this agreement with the grantee and any subcontractors of the grantee shall be the property of the Town.

No material, including computer software, prepared in whole or in part under this agreement, shall be subject to copyright in the United States of America or in any country except with the prior written approval of the Town. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, computer software, or other materials prepared under this agreement with the grantee and any subcontractor of the grantee. Any materials, which have been previously protected by copyrights and are used by the Commission in the performance of this agreement, should not lose the copyright status by being so used.

11. CONFIDENTIALITY: The Commission will protect the privacy of, and respect the confidentiality of, information provided by, the Town, consistent with applicable federal and state regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

12. NON COLLUSION AND/OR FRAUD: The Commission agrees to perform this contract in good faith and without collusion or fraud with other persons and shall not cause to interfere or influence any related contract or program as a result of the services agreed upon hereunder.

13. CONFLICT OF INTEREST: The Commission shall adhere to the mandates of the Massachusetts Conflict of Interest statute MGL c 268A.

14. NON-DISCRIMINATION: The Commission agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions.
15. EMPLOYMENT SECURITY CONTRIBUTIONS & COMPULSORY WORKER'S COMPENSATION INSURANCE: Pursuant to MGL C.151A, S.19 and MGL C.152, the Commission certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.
16. SEVERABILITY OF PROVISIONS: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in full force and affect.

IN WITNESS THEREOF, the Town of Southampton and the Commission have executed this AGREEMENT as of the date above written.

Town of Southampton

Pioneer Valley Planning Commission

By: _____
Christine Fowles
Chair, Southampton Select Board

By: _____
Kimberly H. Robinson
Executive Director

Date: _____

Date: _____

ATTACHMENT A

TOWN OF SOUTHAMPTON SITE VISIONING AND MASTER PLAN PROJECT FOR 0 COLLEGE HIGHWAY

SCOPE OF SERVICES

The Pioneer Valley Planning Commission (PVPC), in collaboration with Dodson & Flinker, will undertake work on the following tasks developing a site master plan for 0 College Highway, with the Town of Southampton:

Task 1 Project Startup and Analysis

- 1.1 Kickoff meeting and tour site (PVPC, D&F)
- 1.2 Obtain previous plans, background data, GIS data, drawings from previous plans in an editable format if possible (PVPC, D&F)
- 1.3 Review past plans, summarize key takeaways (PVPC)
- 1.4 Housing market and housing needs data collection (PVPC)
- 1.5 Assess feasibility of 40R zoning. Mapping to determine 40R eligibility, communication with Bill Reyelt, preliminary completion of required 40R spreadsheet to determine potential incentive and bonus units. (PVPC)
- 1.6 Survey about community needs and preferences (PVPC)
- 1.7 Review previous design studies including Feasibility Studies for Public Safety Complex and Senior Center (D&F)
- 1.8 Base mapping, site existing conditions analysis (D&F)
- 1.9 Meet with key stakeholders (board/committee members, Council on Aging, members of committees who worked on Senior Center and Public Safety feasibility studies, property owners, business owners, area residents, other local interest groups) to learn about competing needs for the site, issues and opportunities, local needs and concerns. Focus groups to be staged on one day for efficiency, PVPC to handle logistics of set up. Up to four focus groups are included (D&F with support from PVPC)

Task 2 Develop Vision/Design Alternatives

- 2.1 Meeting 1 with the Project Committee. Discuss previous work, existing conditions, program for site, prep for design workshop. (D&F)
- 2.2 Plan and facilitate an interactive design/visioning workshop (D&F with support from PVPC)
- 2.3 Develop concept plan alternatives (D&F)
- 2.4 Estimate impacts of concept plan alternatives (traffic, fiscal, etc.) (PVPC)
- 2.5 Meeting 2 with Project Committee. Review design workshop results and discuss concept plan

Alternatives. (D&F)

2.6 Facilitate a Public Forum to review design alternatives (D&F)

Task 3 Develop Preferred Alternative and Implementation Program

3.1 Meeting 3 with the Project Committee. Review the results of the Public Forum. Decide on a preferred concept plan. (D&F)

3.2 Draw final concept plan (D&F)

3.3 Produce renderings of final concept plan (D&F)

3.4 Develop action plan/next steps for implementation (D&F with PVPC)

3.5 Develop zoning recommendations based on final concept plan, if warranted (for example, recommended densities, building types, dimensional standards, and key design parameters) (D&F)

3.6 Meeting 4 with the Project Committee. Review concept plan and renderings. Discuss action plan/next steps. (D&F with PVPC)

3.7 Revise action plan/next steps (D&F with PVPC)

Task 4 Produce final products, project close out

4.1 Final report writing and production (PVPC)

4.2 Final report revisions and finalization (PVPC)

4.3 Public Forum 2 to present final results (D&F with PVPC)

Task 5 Project coordination and additional community engagement

5.1 Final report writing and production (PVPC)

5.2 Final report revisions and finalization (PVPC)

5.3 Public Forum 2 to present final results (D&F with PVPC)