

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STOCKBRIDGE
AND
SQUAREONE GIS**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Stockbridge (“City”), and SquareOne GIS, (“Consultant”), with reference to the following:

WHEREAS, the City desires certain professional services in connection with its geographic information systems;

WHEREAS, Consultant is qualified and desires to render such professional services to the City as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and the City agree as follows:

1. Services and Deliverables. In consideration for the payments and other consideration provided to Consultant pursuant to this Agreement, Consultant agrees to provide the following services and deliverables to the City.
 1. Coordinate with the City of Stockbridge’s IT Administrator for remote access to the City’s internal network and GIS infrastructure as necessary.
 2. Provide a general evaluation of existing GIS data and systems, including the following.
 - a. Identify status and usability of existing data in detail as according to accepted GIS standards and practices and the needs of the City of Stockbridge. This data includes, but may not be limited to:
 - i. Cadastral and Assessment Related Boundaries
 - ii. Zoning and Land Use
 - iii. Subdivisions
 - iv. Streets
 - v. Addresses
 - vi. Water and Sewer Infrastructure
 - vii. Storm water
 - viii. City Limit Boundaries
 - ix. Economic Development Related Boundaries
 - b. Identify status and usability of existing software, hardware, and systems in detail as according to accepted GIS standards and practices and the needs of the City of Stockbridge.
 3. Propose and implement plan to clean up and standardize existing data as necessary based on evaluation provided and the needs of the City of Stockbridge.

- a. Utilize available data sources as necessary to improve the consistency, accuracy, and currency of existing data wherever possible
- b. The data sources may include, but are not limited to:
 - i. Existing City of Stockbridge GIS data and legal documentation
 - ii. Existing Henry County GIS data and legal documentation
4. Propose and implement a stable method of organizing GIS data according to accepted GIS standards and practices and the needs of the City of Stockbridge.
5. Provide a user friendly and cost-efficient means for the City to utilize and leverage the GIS system and data. This may include, but may not be limited to, customized templates, web tools, and applications according to accepted GIS standards and practices and the needs of the City of Stockbridge.
6. Develop a user's guide for elements of the GIS that are customized for the city.
7. Provide recommendations to the City regarding present and future GIS best practices and accepted standards and principles.
8. Provide GIS mapping and analysis as needed
9. Provide end user support and training as needed
10. Evaluate and implement integrating the GIS with existing city systems (e.g. work orders).
11. Document all evaluations, recommendations, and implementation plans in a technical report or reports.

2. Assignment of Rights Regarding Deliverables.

- 2.1 Assignment. Consultant does hereby assign, grant, and deliver to City, and City hereby accepts, the entire worldwide right, title, and interest of every kind and nature whatsoever in and to the deliverables under this Agreement, including but not limited to any related intellectual property rights.

3. Fee; Expenses; Invoicing.

- 3.1 Fee; Expenses. In consideration of Consultant performing its obligations under this Agreement, City will pay the Consultant the hourly rates as submitted in the Request for Qualifications for a total amount not to exceed (\$60,000.00) sixty-thousand dollars through December 31, 2013. Consultant shall be responsible and liable for any and all taxes, costs and expenses related to the performance of his obligations under this Agreement.

- 3.2 Invoicing. Consultant will provide City with a detailed invoice supporting any request for fee payment no less than once per month.

4. Term; Termination; Survival.

- 4.1 Term. This Agreement shall have an initial term of three (3) months commencing on September 30, 2013 unless sooner terminated pursuant to Section 4.2 below.

4.2 Termination. This Agreement may be terminated prior to the completion of Consultant's services (i) by written agreement of the parties, or (ii) by either party upon a breach of this Agreement (including, but not limited to, Consultant's services being deemed unsatisfactory by City) by the other party that remains uncured ten (10) days after receiving written notice of such breach from the terminating party. In the event of a termination of this Agreement pursuant to this Section 4.2, Consultant will be compensated for all deliverables completed prior to such termination.

4.3 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 5 below shall survive any expiration or termination of this Agreement.

5. Indemnification.

5.1 Consultant agrees to indemnify and hold harmless the City of Stockbridge, and its members, officers, elected officials, agents, servants, employees and successors in office against all claims, damages, losses and expenses, including but not limited to attorney's fees, and expenses of litigation incurred by City in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about City property caused by any negligent act or omission of Consultant or which arise out of any failure of Consultant to perform his obligations hereunder during the period from the date of this Agreement to the end of the Agreement Term or Consultant's operations under this Agreement.

5.2 Consultant shall keep, defend and hold harmless the City of Stockbridge, and its members, officers, elected officials, agents, servants, employees successors in office, guests, licensees and invitees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Consultant, by reason of death or injury to persons or loss or damage to property, resulting from Consultant's operations or activities on the City, or anything done or omitted by Consultant under this Agreement except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to the sole negligence of the City or its agents, employees, directors, or officers.

5.3 In the event of a conflict between the provisions of the Stockbridge Municipal Code and this Agreement the more stringent requirements shall govern.

6. Miscellaneous.

6.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii)

the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

- 6.2 Entire Agreement; Severability; Further Assurances. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
- 6.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.
- 6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Georgia, and agree that any court of competent jurisdiction sitting in Henry County, Georgia, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that neither party shall be entitled to recover attorneys' fees except as otherwise specifically provided for by law.
- 6.5 Construction of Agreement. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of this Agreement; and, therefore, the parties agree that this Agreement shall not be construed more

favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

- 6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 6.7 Time of Essence. Time is of the essence for the performance of all obligations in this Agreement.
- 6.8 Captions. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 6.9 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.
- 6.10. Debarment. Consultant warrants and represents that it is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in this Agreement by any state or federal department or agency or the City and Contractor shall not in the performance of this Agreement, knowingly enter into any contract with a person or entity who is debarred, suspended, proposed for debarment or suspension, or otherwise ineligible.
- 6.11 Independent Contractor. Contractor is an independent contractor and its employees are not employees of the City. Contractor is solely responsible for the conduct and control of the work to be completed by it under this Agreement. Contractor is solely responsible for reporting and paying any required local, state and federal taxes relating to its activities and the advances made to it hereunder to the extent applicable. Employees, independent contractors and principals of Contractor, or any person who receives any form of consideration for services to Contractor or who performs any activities that Contractor is required to perform hereunder shall be deemed to be the sole responsibility of Contractor for the purposes of all worker's compensation and insurance claims.
- 6.14 Third Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

IN WITNESS WHEREOF, Consultant and City have duly executed and delivered this Agreement.

CITY OF STOCKBRIDGE

Mark A. Alarcon
Mark A. Alarcon, Mayor

9/26/13
Date

CONSULTANT

Christopher Whatley
SquareOne GIS
Christopher Whatley

9/26/2013
Date

ATTEST:

Rhonda A. Blackmon
Rhonda A. Blackmon, City Clerk

Approved as to form

William J. Kimbark, III
City Attorney