

**City of Stockbridge Zoning Code and Development Regulations Assessment
Agreement for Consulting Services**

TUNNELL-SPANGLER-WALSH & ASSOCIATES agrees to provide THE CITY OF STOCKBRIDGE the following professional services and THE CITY OF STOCKBRIDGE contracts for such services and agrees to pay for them, all for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to assess how well the City of Stockbridge zoning code and development regulations and procedures implement the City's LCI plan, other plans, and assorted City policies. The purpose of this is to identify potential weaknesses in the current regulatory environment, their extent, and potential ways for the City of Stockbridge to remedy them.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are THE CITY OF STOCKBRIDGE, A MUNICIPAL CORPORATION of the State of GEORGIA, hereinafter referred to as "Client," and TUNNELL-SPANGLER-WALSH & ASSOCIATES, a CORPORATION, existing or formed under the laws of the State of Georgia, hereinafter referred to as "Consultant". Any subcontracting shall be the exclusive responsibility of the Consultant, TSW.

3. PROJECT SUPERVISION

Caleb Racicot will be the Principal-in-Charge and Project Manager for the Consultant. The Client shall select a project manager of their choosing. Either party may rely on the representations, approvals, and other actions of the project manager of the other party in the execution of this agreement; however amendments to this agreement may only be made in accordance with Section 14 of this agreement. Consultant may not designate a new principal-in-charge except with the written consent of the other party.

4. SERVICES

The services to be provided are set forth in detail by task in the attached Attachment A "City of Stockbridge Zoning Code and Development Regulations Assessment." In any case where the Scope of Services may be unclear or where the dealing of the parties deviates from the Scope of Services by mutual agreement, this agreement shall be construed in accordance with the Purpose set forth in Section 1.

5. PRICE

Consultant shall provide the services set forth in Section 4 for a total fixed fee of \$23,000 (twenty three thousand dollars and zero cents) plus a not-to-exceed fee of up to \$1,000 (one thousand dollars and zero cents) for expenses associated with public meetings included, but not limited to: printed material, refreshments, space/equipment rental fees, etc.

6. TERMS AND CONDITIONS

The price stated in this agreement includes a fixed fee for professional services and all Deliverables contained by reference in the attachment identified in Section 4. The fixed fee also includes incidental costs and materials; travel costs; postage, copies, overnight express and telephone charges. This agreement also includes an additional not-to-exceed fee for expenses associated with public meetings.

The Consultant shall submit a monthly invoice to the Client by the 15th day of the following month documenting work completed and costs incurred during the invoice period. All progress reports shall be signed by the Consultant's project manager and submitted via scanned e-mail and air mail.

The Consultant shall be entitled to receive progress payments on the following basis. During the existence of this contract, the Consultant shall prepare a monthly invoice for payment no later than the fifteenth day of the following month. This invoice shall be submitted to the Client's Project Manager. Any work for which reimbursement is requested may be disallowed at THE CITY OF STOCKBRIDGE's discretion if not properly documented, as determined by THE CITY OF STOCKBRIDGE.

Upon the basis of its audit and review of such invoice, THE CITY OF STOCKBRIDGE will, at the request of the Consultant, make payments to the Consultant as the work progresses but not more often than once a month. Invoices from the Consultant shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Invoices will be paid within thirty (30) days after approval by the Client's Project Manager.

Final payment shall only be made upon determination by THE CITY OF STOCKBRIDGE that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, THE CITY OF STOCKBRIDGE shall pay all compensation due to the Consultant, less the total of all previous progress payments made.

The Consultant shall promptly pay each sub-consultant upon receipt of payment from the Client, the amount to which said sub-consultant is entitled. The Consultant shall, by appropriate agreement with each sub-consultant, require each sub-consultant to make payments to Sub-consultants in a similar manner.

Neither the Client nor the Client's Project Manager shall be obligated to pay or ensure the payment of money to a sub-consultant except as otherwise may be required by law.

7. LENGTH OF CONTRACT

The term of this Agreement shall commence on the date of execution hereof and shall continue until March 31, 2015, unless terminated prior thereto, as hereinafter provided. Time is of the essence in this agreement. The Client may extend this Agreement for a period of 90 days.

Client may terminate this Agreement at any time with or without cause by giving written notice of termination to the Principal-In-Charge, via certified mail. This Agreement shall terminate effective thirty (30) days after such notice is received by the Project Manager. After notice of termination, Consultant shall not incur further expenses or spend further time in the

discharge of its obligations under this Agreement without the prior approval of the Client. Consultant shall be entitled to payment for all time expended through the date of termination.

8. CONSULTANT INSURANCE

Consultant and its subcontractors shall maintain in force throughout the term of this agreement Workers Compensation and General Liability insurance, including non-owned auto coverage, for the entities involved and their employees, officers and agents. Consultant shall provide proof of such insurance upon the written request of Client. Consultant hereby agrees to hold harmless Client against any liability for bodily injury or property damage that may arise out of Consultant's performance of its obligations under this agreement, including those losses that are covered by such insurance. Consultant hereby releases Client from any claim for liability by itself or a subcontractor, officer, agent or employee, to the extent that such loss is covered by workers compensation insurance.

9. OWNERSHIP OF WORK PRODUCT

All documents and materials prepared pursuant to this agreement are the property of Client and the concerned funding agencies, although Consultant may retain physical possession of them for convenience of Client. Client shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement. Unless otherwise specified in writing by Client, Consultant may presume that any document delivered to Client is a public document and therefore reserves the right to their unlimited future use.

10. REMEDIES -- LEGAL AND EQUITABLE

In case of the default of either party under this agreement, the other party, after offering the defaulting party any right to cure provided hereunder within ten (10) days, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the agreement. The remedies for default shall survive the termination of the agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this agreement.

11. ACCESS TO RECORDS

The Consultant agrees that THE CITY OF STOCKBRIDGE shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Consultant agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by THE CITY OF STOCKBRIDGE.

12. CONSTRUCTION

This agreement shall be reasonably construed under the laws of the State of Georgia to give effect to its purpose. Words shall be given in their common ordinary meanings unless the context clearly otherwise requires. The singular shall include the plural, as the context may

suggest, and words of one gender shall include such other gender(s) as the context may suggest.

13. NOTICES

Any notice required by this agreement shall be sent by certified mail, with return receipt requested.

14. COMPLETE AGREEMENT/AMENDMENTS

In contracting with Tunnell-Spangler-Walsh & Associates, the Client warrants that funds are available to compensate Tunnell-Spangler-Walsh & Associates for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

Account delinquency longer than ninety (90) days may result in the stoppage of work on the job by Tunnell-Spangler-Walsh & Associates and any sub-consultants. Seven (7) days notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases additional fees will be required to stop and start work because of account delinquency.

This agreement, together with Attachment A, constitutes the complete agreement between parties. It may be amended only in writing and executed by the principal-in-charge and upon approval of the Client Project Manager or designee. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date indicated below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

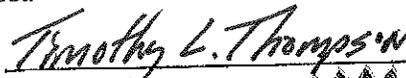
CLIENT:
THE CITY OF STOCKBRIDGE

By: 
The City of STOCKBRIDGE

CONSULTANT:
TUNNELL-SPANGLER-WALSH &
ASSOCIATES

By: _____
Caleb Racicot
Principal-In-Charge

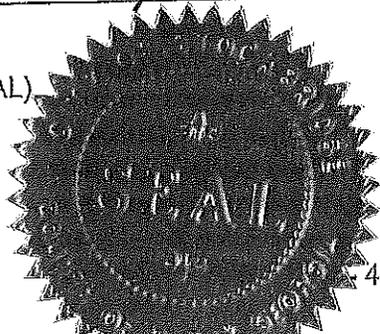
Attest:

By: 

Attest:

By: _____

(SEAL)



(SEAL)