AG15-332

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL PLANNING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2015 by and between Strategic Planning Initiatives, LLC represented by their duly authorized representative William I. Johnston, Jr. (hereinafter referred to as "Consultant") of the County of Fulton, State of Georgia, and the City of Stockbridge, Georgia, a body politic of the State of Georgia (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the City desires to obtain and Consultant desires to provide professional planning services.

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City hereby agree as follows:

ARTICLE I
SCOPE OF WORK

The Consultant hereby agrees to provide the necessary personnel to accomplish the following Scope of Work and the City hereby agrees to make available planning studies, reports, and related information and data that would be useful in carrying out the work program herein set forth:

The following tasks shall comprise the Scope of Work:

Task One. Develop, circulate and seek consensus on the list of "re-ordering measures" that will spell amendments to the flow and organization of the Code.

Task Two. Finalize the various re-ordering measures. Tasks One and Two will necessitate two (2) face-to-face work sessions with the Director of Community Development and two (2) additional face-to-face work sessions with the City Attorney.

Task Three. Produce an amended Code based on the approved re-ordering and generate a redlined version and final draft version of the various Code Chapters.

Task Four. Circulate the final draft and redlined versions of the amended Code and a full Table of Contents to the ZAB.

Task Five. Produce a summary of the most significant amendments to the ordering of the Code. One example is placement of the platting process and standards into a freestanding Subdivision Ordinance that will become a Chapter of the Code.

Task Six. Assist Administration & Community Service Director in preparing for ZAB work session.

Task Seven. Repeat tasks Four through Six with Mayor and Council. A second, revised "draft amended Code" will be generated by the Consultant as indicated by a consensus of Mayor and Council at the work session.

Task Eight. Set and present the proposed amended Code at a public hearing. The product of this Task will be adoption of the proposed Code, as amended.

The anticipated completion date for this Scope of Work is February 29, 2016.

ARTICLE II
CONSIDERATION FOR AGREEMENT

Consultant shall be paid based on professional hours logged in performance of the approved Scope of Work at an hourly rate of $100.00 and a budget of $16,280.00, plus approved reimbursable expenses that may include printing, reprographics, courier services and mileage. The Scope of Work is attached hereto and made a part hereof. Consultant shall submit monthly invoices payable upon receipt by the City.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CONSULTANT

A. The Consultant represents that it has paid an occupational tax in the City of College Park, Georgia.

B. The Consultant represents that it has provided a copy of its Workers' Compensation Certificate to the City or evidence that it is otherwise exempt.

C. The Consultant will maintain Professional Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00). This insurance is non-cancelable during the duration of this Agreement.

ARTICLE IV
MISCELLANEOUS

A. The City reserves the right to deal exclusively with William I. Johnston, Jr. of Strategic Planning Initiatives, LLC in all matters concerning this Agreement.

B. It is mutually agreed by William I. Johnston, Jr. and Strategic Planning Initiatives, LLC that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by William I. Johnston and Strategic Planning Initiatives, LLC as their authorized representative.

C. The City and Consultant each reserve the right to terminate this Agreement by issuing thirty (30) calendar days written notice to the other party.

D. Subcontractors, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Consultant for the purposes of all Workers' Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the City under the Workers' Compensation Act to Consultant's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement on behalf of Consultant.

E. This Agreement constitutes the entire agreement and understanding among the parties hereto and fully supersedes and revokes all prior agreements and understandings of the parties, whether written or oral, and constitutes the entire agreement and understanding of the parties. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.

F. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

G. This Agreement may not be assigned by either party hereto. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

H. Standard of Care. Consultant agrees to perform its services in connection with this Agreement in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.

I. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

AS TO CONSULTANT:

Strategic Planning Initiatives, LLC

1883 Princeton Avenue

College Park, Georgia 30337

Attn: William I. Johnston, Jr.

AS TO CITY:

City of Stockbridge

4640 North Henry Blvd

Stockbridge, Georgia 30281

Attn: Michael C. Harris, City Manager

or such address as shall be furnished by such notice to the other parties.

J. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

K. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

L. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the Consultant until fully paid for by the City.

M. Severability. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

"CITY"

CITY OF STOCKBRIDGE, GEORGIA
MICHAEL C. HARRIS, City Manager

"CONSULTANT"

STRATEGIC PLANNING INITIATIVES, LLC
WILLIAM I. JOHNSTON, JR., President

ATTEST:

VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

MICHAEL WILLIAMS, City Attorney

Proposal to Re-Order the Code
City of Stockbridge, Georgia

Scope of Work

The Scope is based on a review of Code Chapters and Ordinances drafted by City Attorney Michael Williams and a review of a "Draft of Proposed New Zoning Ordinance Presented by Andy Welch" document. The proposed Scope focuses on re-ordering the adopted Code and Ordinances rather than a wholesale re-write.

Scope Details

A preliminary list of Code "re-ordering measures" comprises the proposed Scope of Work. Those measures gleaned from the "Code Chapters drafted by City Attorney Michael Williams" are contained in the attached Appendix A. Those from the "Draft of Proposed New Zoning Ordinance Presented by Andy Welch" are contained in the attached Appendix B. This list will be supplemented by measures identified by the Consultant during execution of this contract and in work sessions with the Administration & Community Services Director and the City Attorney.

The Scope focuses on an actual re-ordering of specific provisions and sections of the Code as indicated by agreed upon re-ordering measures. These have been developed through a preliminary review of individual Chapters of the Code. These Chapters include Chapter 1: General Provisions, Chapter 2: Zoning Districts, Chapter 4: Site Design Standards, Chapter 5: Landscaping Buffering and Tree Protection, Chapter 6: Alternate Site Design Standards, Chapter 7: Standards for Accessory and Temporary Uses, Chapter 10: Boards and Committees, Chapter 11: Variations, Chapter 12: Administrative Procedures and Appendix A. Master List of Acronyms and Definitions.

In addition to re-ordering various elements of the Code, the scope will also insert the ordinances, zoning districts, definitions and requirements found in a proposed "Chapter 8.36. Zoning" adopted generally in 2006, but also as recently as 2012. These amendments will be incorporated into appropriate locations in the Code. Among the Chapters that will not be reviewed as part of the proposed Scope are Chapters 3, 8 and 9.

The product of this Scope will be an amended Code in a format that will enable the City Attorney to place the Code amendments in ordinance form. Not encompassed in the proposed Scope is a re-write of the text of the Code. That process will necessarily require more extensive input, solicited from the ZAB and perhaps, stakeholder groups who interact with the Code.

Approval Process

While Code amendments will not focus on the actual content of provisions of the Code, the end product will comprise a text amendment to the Code, subject to Sec. 12.02.11. *Requirements for amendments of the ULDC*. This section requires that the Zoning Advisory Board form a recommendation to the Mayor and Council. Accordingly, a formal briefing of the Zoning Advisory Board is strongly recommended. A list of proposed Code amendments will be prepared and distributed for review by the ZAB prior to a work session at which time a summary of the proposed Code amendments would be presented. This briefing will help ensure understanding, consensus and "buy-in" by a body that routinely accesses and applies the Code.

Once this briefing has been accomplished with the ZAB, the process will be repeated with Mayor and Council. This will facilitate adoption of the proposed Code amendments. Adoption is anticipated as it is understood that the re-ordering will not alter the substance of the Code and the new zoning districts and other Code amendments found under Chapter 8.36. Zoning and contained in a PDF file named "Existing Zoning Provision to be incorporated into ULDC" have each been previously adopted by Mayor and Council.

Incidental amendments to the Code, such as removing references to Henry County, as appropriate, will also be accomplished. Notation of specific provisions that should be remedied to protect the City of Stockbridge will also be identified. For example, Sec. 4.03.04 *Adult and child day care facilities* of the Code allows establishment of Nursery Schools and Preschools on one acre; however, Sec. 4.03.14. *Mass assembly centers and grounds* establishes a minimum lot area of two acres for places of worship.

File Format

This Scope assumes that all files comprising the work of this Scope will be provided to the Consultant by the City in Word format.

Project Tasks

The following tasks shall comprise the Scope of Work:

Task One. Develop, circulate and seek consensus on the list of "re-ordering measures" that will spell amendments to the flow and organization of the Code.

Task Two. Finalize the various re-ordering measures. Tasks One and Two will necessitate two (2) face-to-face work sessions with the Director of Community Development and two (2) additional face-to-face work sessions with the City Attorney.

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Task Eight. Set and present the proposed amended Code at a public hearing. The product of this Task will be adoption of the proposed Code, as amended.

NOTE: All work sessions will require preparation time.

Schedule

Table 1. ***Code re-ordering Work Schedule*** establishes a project schedule culminating in re-adoption of the Code on or before December 2015.

Table 1. ***Proposed Code re-ordering Work Schedule***

Task	September		October		November		December		January		February	
1												
2												
3												
4												
5												
6								■				
7												
8												■

■ Denotes a public hearing.

Fee

Table 2. ***Project Fee*** establishes a project fee based on the Scope. The fee includes an administrative level of effort (LOE) in document formatting.

Table 2. ***Project Fee***

Task	Hours	Fee
1	32	$ 3,200.00
2	20	2,000.00
3	48	4,800.00
4	4	400.00
5	12	1,200.00
6	2	200.00
7	12	1,200.00
8	4	400.00
Professional LOE Subtotal	144	$13,400.00
Document Formatting	48	$2,880.00
Total Fee		$16,280.00

NOTE: Tasks assigned beyond the proposed Scope will be subject to a negotiated fee or a rate of $100.00 per hour.