

STANDARD SERVICES AGREEMENT

This Agreement is made as of June 22, 2017, by and between the City of Smyrna ("Client") and Perez Planning + Design, LLC, ("PP+D").

The owner (if not the Client) of the Project and Project property is:

Name: City of Smyrna

Address: 2800 King Street, Smyrna, GA 30080

Name of Contact Person: Richard Garland

As provided in this Agreement, PP+D will provide professional planning and design services for the following project (the "Project"):

City of Smyrna Parks and Recreation Master Plan 2018-2023, which will create a roadmap for ensuring an appropriate balance of parks and recreation facilities and amenities throughout the community now and into the future in the City of Smyrna, in the County of Cobb, State of Georgia, PP+D Project Number: 1706

Section 1. Scope of Services

PP+D will provide the "Basic Services" described in attached Schedule 1.

Section 2. Fees for Services

PP+D's fees for Basic Services described in Schedule 1 shall be as set forth therein. PP+D's fees for Additional Services shall be billed as agreed upon with the Client. PP+D's current hourly rate schedule is attached hereto as Schedule 2.

Section 3. Payment Terms

Notwithstanding any payment terms or conditions contained in the attached Scope and Fee, invoices will be submitted by PP+D each month (not necessarily falling on the first or last day of the month). Approved amounts indicated on invoices are due and payable immediately upon receipt. If any litigation or collection proceedings arise out of payment default by Client, PP+D shall be entitled to reasonable attorneys' fees and costs for recovery of said amounts.

Remittance Address: Perez Planning + Design, LLC., 878 Peachtree Street, NE, Suite 827, Atlanta, GA 30309.

Section 4. Termination

This Agreement may be terminated by either Client or PP+D by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay PP+D for services and Reimbursable Expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which PP+D is not otherwise compensated.

Section 5. Ownership and Use of Documents

Plans, drawings and specification or other writings or documents prepared or provided by PP+D hereunder are prepared for this Project only, but may be used by PP+D for purposes of illustrating the scope and nature of project involvement. PP+D shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the written agreement of PP+D.

Section 6. Miscellaneous

- (a) Client and PP+D each bind itself and its successors and assigns to this Agreement. Neither Client nor PP+D shall assign or transfer its interest in this Agreement without the prior written consent of the other.
- (b) Client agrees that PP+D's liability for negligence to Client shall be limited to the amount paid by Client hereunder for PP+D's fees for Basic Services and Additional Services.
- (c) This Agreement shall be governed by the laws of the State of Georgia. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of Georgia as first-instance courts of exclusive jurisdiction to which both parties hereby submit. To the greatest extent permitted by law, Client and PP+D hereby waive all rights to trial by jury. The prevailing party in any dispute between the parties in connection herewith shall be entitled to all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred, provided that such costs shall be limited in amount to the lesser of (i) \$50,000 and (ii) the amount payable by Client hereunder for PP+D's fees for Basic Services and Additional Services.
- (d) Notwithstanding any other provision of this Agreement, PP+D and PP+D's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
- (e) This Agreement represents the entire Agreement between Client and PP+D. This Agreement may be amended only by a writing signed by both Client and PP+D.
- (f) Any individual who signs this Agreement on behalf of Client or PP+D, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of the respective party.

AGREEMENT AND ACCEPTANCE:Signed, this 22nd Day of June, 2017

Perez Planning + Design, LLC.

Client:

By: 

By: _____

Print: Carlos F. Perez

Print: _____

Title: President

Title: _____

Address:
878 Peachtree Street, NE
Suite 827
Atlanta, GA 30309

Address:
2800 King Street,
Smyrna, GA 30080

SCHEDULE 1

PP+D Basic Services

Phase 1 – Existing Conditions Analysis

1.1 Project Management + Coordination: PP+D will coordinate our work with the City's Project Manager. PP+D will also monitor the project schedule as it relates to the scope and provide timely invoicing and monthly, electronic interim project status reports describing project progress. PP+D will hold regular bi-weekly or weekly meetings with City staff depending on the phase of the project to review progress, present information, and discuss the direction of remaining portions of the project. Completed portions of the project shall be submitted in draft Microsoft Word form to City staff for review. PP+D will work with the City and provide content to upload on an informative internet site to keep team members informed on the status and development of the Parks and Recreation Master Plan.

Additionally, PP+D will provide meeting minutes for all meetings related to the plan as well as timely work in progress reports on agreed upon time intervals to the Project Manager. We shall review with the City's Project Manager all prepared information for public meetings and review meetings at least three (3) days prior to the scheduled meetings.

1.2 Project + Steering Committee Kick-Off Meeting: PP+D will attend a half (1/2) day Kick-Off Meeting at the City's offices. The purpose of the kick-off meeting will be to introduce the project team to City personnel and the Project Steering Committee, identify and discuss their role in the project, and develop a shared understanding of the critical issues, concerns, and opportunities for the development of a shared vision for the plan. While we will work with the City's Project Manager to establish an agenda, a tentative agenda for the kick-off meeting might include:

- Introductions
- Review scope of work and schedule
- Review project goals, objectives, expectations, and outcomes
- Next Steps

PP+D will develop a meeting summary and submit to the City for review.

1.3 Review of Existing Conditions: PP+D will complete an existing plan and context review task of the project by obtaining and reviewing all relevant surveys, studies, and planning documents from the City that may influence the plan. The City will provide PP+D all available City data (hard copy and digital format). PP+D will then review all these documents and provide a brief summary of the documents to identify relevant data that may include, but may not be limited to existing and proposed goals, objectives, policies, initiatives, standards, and projects.

1.4 Inventory + Base Map: The City will compile an inventory of the existing and planned public, private, and non-profit parks, trails, open spaces and facilities and use the information to develop a GIS map that will identify and illustrate all the existing and planned public, private, and non-profit recreation sites as well as other natural and greenspace resources including trail networks. Depending on available GIS data, the City will also map the following elements for their relevance to the plan:

- Existing and Future Land Use Map
- Water Bodies, Canals, River, Streams, and Creeks
- County Water Rise Studies + GIS Files
- Streets
- Transit
- Bikeways + Trails
- Rights-of-Way
- Parcel Data (preferably linked to land and building value data)
- Environmentally Sensitive/Conservation Areas
- Tree Canopy
- Utility Corridors
- Current Inventory of City Parks and Recreation Facilities
- Current Inventory of Recreational Facilities within each of the Parks (e.g. playgrounds, tennis courts, basketball courts, baseball/softball fields, soccer/football fields, etc.)
- Current Inventory of Special Use Facilities
- Current Inventory of Schools, Churches and Non-Profits (Boys and Girls Club, YMCA, etc.)
- Current Inventory of Private Recreation Facilities
- Current Inventory of Vacant/Derelict Sites
- Historic/Cultural Resources

The City will submit a digital file of the base maps and inventory for PP+D's review. PP+D will provide written comments for the City to revise the maps. The City will provide PP+D with a packaged ArcGIS file of the completed maps and associated shape files.

1.5 Park Site Evaluation: PP+D we will work with the City to modify PP+D's Parks Evaluation Form to analyze the City's parks, trails, open spaces, and recreation facilities, based on the expressed values of the community. PP+D will spend a half (1/2) day with City staff visiting parks and training staff how to complete the park site evaluations. The City will then complete the evaluation for the remaining City parks while also confirming park inventory information. The City will deliver the completed park evaluation forms to PP+D.

1.6 Park Operations, Management, and Programming Assessment: PROS Consulting will provide an assessment and analysis of the Park and Recreation Department's current level of programs, services, maintenance, and staffing in relation to present goals, objectives, and directives. Findings from this analysis will be used in the Visioning Phase to provide recommendations related to level of programs, services, maintenance, and staffing for future goals, objectives, and directives. Additionally, PROS Consulting will provide a user fee analysis for facilities, programs, and services.

1.7 Demographic Analysis: The City will provide PP+D demographic data from the City of Smyrna Comprehensive General Plan and other regional and local sources. The City will coordinate with PP+D to complete GIS based existing demographic analysis charts and maps at a project specific scale and format developed jointly with PP+D of key demographic indicators including, but not limited to:

- Population
- Population projections over the next ten years
- Population density
- Population by age
- Income
- Ethnicity and race
- Housing characteristics

The City will provide PP+D with draft demographic data and maps for review. PP+D will provide written revision comments for the City to complete, if necessary. Based on the revised and final demographic data provided by the City, PP+D will develop a summary of findings and their relevance to the recreation and parks master plan.

1.8 Existing Conditions Summary Document: PP+D will compile all the information and data completed for Phase I and will develop a summary document of the Existing Conditions. The Existing Conditions Summary will identify major issues, concerns, and challenges specific to the City that will affect decisions now and in the future. PP+D will submit a digital file of the summary document to the City for review and will make revisions per the City's written comments.

Deliverables:

- *Digital file of Existing Conditions Summary Document*
- *Digital file of Meeting Agendas + Meeting Minutes*

Phase 2 – Needs + Priorities Assessment

2.1 Community Event: PP+D will conduct a one (1) day community event public meeting at a central location in the City during a weekend event. PP+D will work with the City to determine the appropriate exercises to conduct during the event. We have found that including a multitude of exercises in various stations positioned throughout the room keeps attendees engaged while allowing the City to collect important information. Exercises may focus on answering the following questions:

- What do you believe are the City-wide top priority facility and recreation, social and cultural recreation program needs?
- In order for the City to establish appropriate LOS standards for parks and recreation facilities and programs, how far would you be willing to travel to parks, facilities, and recreational, social, and cultural recreation programs and services?

- What facilities and recreational, social, and cultural recreation programs and services do you believe are not needed or not being used in the parks that you most frequent?
- What facilities and recreational, social, and cultural recreation programs and services do you believe are most needed in the parks that you most frequent?

The City will be responsible for advertising the event, securing the venue, providing food and beverages, and printing all the necessary documents for community input. PP+D will develop a meeting summary and submit to the City for review.

2.2 One-on-One Interviews + Focus Group Meetings: PP+D and PROS Consulting propose to spend up to two (2) consecutive days conducting one-on-one interviews with key stakeholders including elected officials, the City Manager, Assistant City Manager, and other key stakeholders. During those two days, PP+D will also meet with Focus Groups and Stakeholders to address special interest group needs. It is envisioned that these meetings would occur back-to-back and will be scheduled in one (1) intervals (45 minutes for meeting and 15 minutes between interviews). The City will be responsible for contacting interviewees, scheduling the meetings, securing the meeting location, providing food and beverages, and printing all the necessary documents for input and discussion including but not limited to questionnaires and maps. PP+D will develop a meeting summary and submit to the City for review.

2.3 Statistically Valid Survey: PP+D will work with ETC Institute to create a statistically valid mail-in and telephone survey. PP+D and ETC will work with the City to develop a questionnaire that is appropriate for the City. Once approved by the City, ETC Institute will conduct a statistically valid community-wide needs assessment to determine current levels of participation and public satisfaction with existing programs, recreation facilities, and services. The survey will determine public interests, desires, expectations, and priorities for the future including the public's willingness to fund expanded programs and services.

2.4 Online Survey: PP+D will complete an online survey via "Survey Monkey" or a similar on-line survey resource that the City is comfortable with, to expand the reach of public engagement. PP+D will use a slightly modified version of the statistically-valid survey for the online survey. PP+D will compile the findings from the online survey into a summary report of findings, and provide the City both with the summary as well as the raw survey results. The City will be responsible for promoting the survey through emails, social media, and other appropriate outlets.

2.5 Crowd-Sourcing Project Website: PROS Consulting will build a customized project website that will provide on-going project updates and will serve as the avenue to crowd-source information throughout the project for the entire community. These websites are responsive design and thus customized to a laptop, tablet or smart phone to maximize user engagement of the millennials and the broader community and customized with translate options to allow for a multilingual use, critical in a diverse City like Smyrna. Using web analytics, it is also easy to identify the impact of the website and our previous planning websites have been successful in engaging over 7,000-8,000 users over the course of the planning process – significantly higher than any other outreach medium could achieve.

2.6 Existing Level of Service Analysis: In order to assist the City in developing appropriate LOS standards, PP+D and PROS Consulting will analyze existing LOS for the following elements to establish a baseline understanding of the City's current LOS:

- **Acreage** – Measures acreage in a ratio to the community's population (acres per 1,000).
- **Indoor Recreation Center and Aquatics Space** – Measures quantity of square footage of indoor recreation center and aquatics facilities space per capita.
- **Facilities/Amenities** – Measures facility/amenity capacity in a ratio to the community's population, and comparing against a standard or guideline.
- **Access** – Measures travel distances to parks and individual facilities such as playgrounds, ball fields, trails, natural areas, special use facilities, etc.
- **Quality** – Measures the quality of facilities across the community.

PP+D and PROS Consulting will produce a series of maps and tables that illustrate this data and analysis.

2.7 Benchmarking: PP+D will benchmark LOS findings to available standards including National Recreation and Parks Association (NRPA) Park Metrics standards and State Comprehensive Outdoor Recreation Plan. Additionally, PP+D will work with the City to identify five (5) comparably sized city parks systems locally and from NRPA's PRORAGIS database and benchmark them to the City.

2.8 Needs + Priorities Assessment Summary Document + Power Point Presentation: PP+D will compile all the information and data completed for Phase 2 and develop a needs and priorities assessment summary document and PowerPoint Presentation. PP+D will submit a digital file of the summary document and PowerPoint Presentation to the City for review and will make revisions per the City's written comments. The City will then share the summary document and PowerPoint Presentation with the Project Steering Committee to obtain their input. PP+D will make revisions to the summary document and PowerPoint Presentation based on a single set of reviewed, compiled, and written comments obtained from the Project Steering Committee by the City.

2.9 Parks and Recreation Commission Needs + Priorities Assessment Findings Presentation: PP+D will present the existing conditions and needs and priorities assessment findings to the Parks and Recreation Commission. PP+D will develop a meeting summary and submit to the City for review. PP+D will collect input and will make revisions as deemed appropriate by the City.

2.10 One-on-One Interviews with Elected Officials: The Parks Director will complete one-on-one interviews with the elected officials to share with them the findings from the existing conditions and needs and priorities assessment. PP+D will provide the Parks Director with content for those meetings.

2.11 City Council Needs + Priorities Assessment Findings Presentation: After updating the Summary Document and Power Point Presentation based on the one-on-one interviews with the elected

officials, PP+D will present the existing conditions and needs and priorities assessment findings to the City Council. PP+D will develop a meeting summary and submit to the City for review.

Deliverables:

- *Digital file of the Needs + Priorities Assessment Summary Document + Power Point Presentation*
- *Digital file of Meeting Agendas + Meeting Minutes*

Phase 3 – Visioning

3.1 Visioning Workshop: PP+D would complete a one (1) day Visioning Workshop to develop appropriate responses, goals, plans, and objectives that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future, develop usable and workable definitions and recommendations for designated parks and open spaces with acreages and parameters defined as appropriate, develop programming direction based on standards and demand analysis, and develop a definitive program for acquisition and development of parkland, recreational facilities, open space, trails, and parks maintenance and administration of facilities for the future. PP+D will work with the City to determine the appropriate scale of the Visioning Workshop. The City will be responsible for advertising the event, securing the venue, providing food and beverages, and printing all the necessary documents for the community input. PP+D will develop a meeting summary and submit to the City for review.

3.2 Vision Summary Document: Based on the findings from Phase 1- Existing Conditions Analysis, Phase 2 - Needs + Priorities Assessment, and Task 3.1: Visioning Workshop, PP+D and PROS Consulting will develop recommendations for the City's park system. Recommendations will include, but may not be limited to:

- Written goals, plans, and objectives and policy statements that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future
- Usable and workable definitions and recommendations for designated parks and open spaces with acreages and parameters defined as appropriate
- Recommendations for operations, staffing, maintenance, and programming
- Clear plan for development of programming direction based on standards and demand analysis
- Definitive program for acquisition and development of parkland, recreational facilities, open space, trails, and parks maintenance and administration of facilities for the future

3.3 Order of Magnitude Statement of Probable Park System Costs: PP+D will prepare an order of magnitude statement of probable costs for the vision recommendations. PP+D will submit the order of magnitude statement of probable park system costs for review and will revise per the City's written comments.

Deliverables:

- *Digital file of the Vision Summary Document + Power Point Presentation*

- *Digital file of the Order of Magnitude Statement of Probable Park System Costs*
- *Digital file of the Meeting Agendas + Meeting Minutes*

Phase 4 – Implementation

4.1 Funding Options: PP+D will coordinate with the City's Finance Department to determine realistic future funding opportunities and amounts. Additionally, RMPK Funding will suggest a variety of different alternative funding sources, programs, and strategies that have been used by park systems across the U.S. to leverage and stretch the City's available funding.

4.2 Implementation Strategies Summary Document Based on findings from Phase - 1 Existing Conditions Analysis, Phase 2 - Needs + Priorities Assessment, Phase 3 - Visioning, and Task 4.1: Funding Options, PP+D will develop an implementation summary document that will include, but may not be limited to:

- Identified opportunities for available funding and acquisition alternatives
- Recommendations for funding operations, staffing, maintenance, and programming
- Strategies, priorities, and budget support and funding mechanisms for the short-term, mid-term, and long-term for the park system, open space, trails, and recreation program and services

PP+D will submit a digital file of the summary document to the City for review and will make revisions per the City's written comments.

Deliverables:

- *Digital file of the Implementation Strategy Summary Document*

Phase 5 – Final Report + Adoption

5.1 Draft Final Report + Executive Summary + Power Point Presentation: PP+D will compile the summary documents from Phases 1 through 4 into a draft final document for the City to review. PP+D will complete a standalone executive summary and PowerPoint Presentation that summarizes key findings from the plan. PP+D will submit a digital file of the draft final report, executive summary, and PowerPoint presentation to the City for review make revisions per the City's written comments. The City will then share the summary document and PowerPoint Presentation with the Project Steering Committee to obtain their input. PP+D will make revisions to the summary document and PowerPoint Presentation based on a single set of reviewed, compiled, and written comments obtained from the Project Steering Committee by the City.

It is envisioned that the draft final report will be a Microsoft Word file document while the Executive Summary will be a highly graphic, colorful, and easy-to-read document prepared in Adobe In-Design intended for public consumption.

5.2 Parks and Recreation Commission Draft Final Master Plan Presentation: PP+D will present the Draft Final Master Plan to the Parks and Recreation Commission. PP+D will develop a meeting

summary and submit to the City for review. PP+D will collect input and will make revisions as deemed appropriate by the City.

5.3 One-on-One Interviews with Elected Officials: The Parks Director complete one-on-one interviews with the elected officials to review the Draft Final Master Plan. PP+D will provide the Parks Director with content for those meetings.

5.4 City Council Draft Final Master Plan Presentation: After updating the Draft Final Master Plan based on the one-on-one interviews with the elected officials, PP+D will present the Draft Final Master Plan to the City Council. PP+D will develop a meeting summary and submit to the City for review.

5.5 Final Report + Executive Summary + Power Point Presentation: Based on input from the City Council, PP+D will update and revise the final report, executive summary, and Power Point Presentation.

5.6 Planning and Zoning Commission Final Master Plan Presentation: PP+D will present the Final Master Plan to the Planning and Zoning Commission. PP+D will develop a meeting summary and submit to the City for review. PP+D will collect input and will make revisions as deemed appropriate by the City.

5.7 City Council Final Plan Presentation: PP+D will present the Final Plan to the City Council for Adoption.

Deliverables:

- *Digital file of the Draft Final Report, Draft Executive Summary, and PowerPoint Presentation*
- *Digital file of the Final Report, Final Executive Summary, and PowerPoint Presentation*

Additional Services:

PP+D will provide Additional Services as mutually agreed between PP+D and the Client. An equitable adjustment to PP+D's compensation and time for performance will be made through an amendment to this Agreement for any Additional Services.

PROJECT SCHEDULE

PP+D is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement. PP+D, in consultation with the Client, shall perform its work in such a manner as to comply with a mutually agreed schedule.

ASSIGNED PERSONNEL

The following personnel from PP+D will be assigned to this project, and will have the responsibilities described:

Carlos F. Perez	-	Principal-In-Charge/Project Manager/Parks Planner
David L. Barth	-	Senior Parks Planner

COMPENSATION

The services in the scope of work will be a Lump Sum of eighty-nine thousand, five-hundred and sixty dollars (\$89,560), including expenses.

SCHEDULE 2**PP+D Current Hourly Rate Schedule**

PP+D provides consulting services in planning, urban design, and landscape architecture. Compensation is based on the following schedule of fees and charges:

HOURLY LABOR RATES

Principal-In-Charge/Project Manager	\$95
Senior Planner	\$150

HOURLY LABOR RATES FOR ADDITIONAL SERVICES

Additional services will be provided based on the following hourly rates:

Principal-In-Charge/Project Manager	\$110
Senior Parks Planner	\$175

DIRECT EXPENSES

Direct expenses are included in the lump sum fee.

INVOICING

Unless otherwise specified by contract, the following provisions will apply: Invoices are issued every month and are payable upon receipt. A finance charge of 1.5% per month is assessed for any amounts not paid within 30 days. Unless otherwise specified in the contract, invoiced amounts will be calculated based on percent of the work completed during the invoicing period.