

Request for Board of Commissioners' Action

From: Southern GA Regional Commission **Date:** October 4, 2019
Subject: Requisition Services for Land Use **Item Number:** VIII-C

From: Elizabeth Backe <ebacke@sgrc.us>
Sent: Friday, October 4, 2019 8:42 AM
To: Faye Hughes <cookgov@windstream.net>
Subject: Cook County Comprehensive Plan Land Use

Good morning Faye,

I am sending over the requisition for services (attached) for the Land Use Element in your Comprehensive Plan. Ariel and I can bring a hard copy of this to the meeting this coming Monday afternoon. This is the contract that I had mentioned on the phone with you that we need to have signed (by Chairman Parrish) prior to beginning work on the Land Use section of the Comp Plan, but that will not be billed until later in 2020, once the Element is completed. Please let me know if you have any questions.

Kind regards,
Elizabeth

Elizabeth Backe, AICP

Planning Director



327 W Savannah Ave

Valdosta, GA 31601

229-333-5277 ext. 123

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ebacke@sgrc.us



Requisition for SGRC Services Date: 10/4/2019

This agreement is made between Cook County ("Client") and the Southern Georgia Regional Commission ("SGRC").

Section 1 – Terms of Agreement

Upon execution by signature of both parties, SGRC agrees to perform services as described in Section 2 of this agreement. In consideration for the performance of these services, Client agrees to compensate SGRC as prescribed in Section 4 of this agreement. Furthermore, the agent or person(s) executing this contract by signature below agrees that he/she is authorized by the Client to request the services of SGRC and to obligate the Client for payment of those services.

Section 2 – Scope of services to be performed by SGRC

SGRC shall provide the following services and/or products to Client:

SGRC will assist with the development of the Land Use Element for the Joint 2020 Comprehensive Plan Update for Cook County and the Cities of Adel, Lenox, Cecil, and Sparks. The purpose of this assistance is to ensure that the 2020 Comprehensive Plan Update in its entirety will be in compliance with the Chapter 110-2-1 Minimum Standards and Procedures for Local Comprehensive Planning effective October 1, 2018.

Section 3 – Client responsibilities

In support of completion of the scope of services, Client shall do or cause to be done the following.

- Develop the Land Use Element for Cook County and the Cities of Adel, Lenox, Cecil, and Sparks.

Section 4 – Compensation

For performance of services as described in Section 2, Client shall compensate SGRC as indicated below.

- The SGRC shall invoice the Client \$10,000 for the performance of its obligations under this contract.
- The client shall bear all cost incidental to this agreement and the completion of this contract's services including, but not limited to, travel/mileage cost, advertising cost, legal costs and reproduction costs.

Section 5 - Payment Schedule

Payment of each invoice is due within 30 days from the date of each invoice. Invoices and applicable status reports shall be submitted to: County Administrator Faye Hughes, 1200 South Hutchinson Ave. Adel, GA 31620. Payments shall be made to the SGRC, Attention: Kelly Schultz, Finance Director, 327 W. Savannah Avenue, Valdosta, GA 31601.

Section 6 – Delivery

Unless otherwise described in Section 2, and where practical, products shall be delivered via electronic means (email, ftp, or upload and installation of files to Clients computer or data storage device(s)). Hardcopy products shall be available to be picked up at SGRC offices. Should any products require shipment via postal service or overnight delivery, Client agrees to provide for such arrangements and compensate SGRC for all delivery fees.

Section 7 – Completion Schedule and Review

Cook County and the Cities of Adel, Lenox, Cecil, and Sparks shall adopt the approved comprehensive plan no later than June 30, 2020.

Section 8 – Termination of Agreement

This agreement shall remain in place until services are delivered and full compensation from client is received.

It is further agreed that in the event any of the provisions of this agreement are violated by the SGRC or the Client, either party may serve notice upon the other of its intent to terminate this agreement. The notice to terminate shall contain the reasons for termination. Thirty days (30) after serving such notice, this agreement will terminate unless agreement shall have been reached by and between all parties. In the event of termination, all finished or unfinished work, databases and maps prepared by the SGRC under this agreement will become the Client's property, and the SGRC will be entitled to receive just and equitable compensation for work completed on such documents and other materials.

Section 9 – Other Specifications

Ownership - All products produced in whole or in part under this agreement shall become the property of the Client upon payment for services. *Publication of products* - SGRC shall not apply for copyright of any reports or documents produced under this agreement. Should the parties to this agreement decide that it would be advantageous to publish the products of this agreement the determination of same shall be made jointly and agreeable to each party. Publication by either party shall give proper credit to the other party. *Entire agreement* - This agreement (and all documents incorporated herein) constitute the entire agreement. If any intended changes or events beyond the parties' control require adjustments to the Agreement, the parties shall make a good faith effort to agree on all necessary adjustments. At the discretion of SGRC, such adjustments shall be put in writing and added to this agreement. *Personnel* - SGRC represents that it has the personnel needed to accomplish the scope of services. Such employees shall not be employees of the Client.

_____ Client/Agent Signature	_____ SGRC Signature
_____ Client/Agent Printed Name	_____ SGRC Executive Dir.
_____ Client Billing Address	_____ Date
_____ City, State, Zip	
_____ Date	
_____ Client P.O. (if required)	