

**AMENDMENT NO. 4 TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR MUNICIPAL GOVERNMENT SERVICES**

This Amendment No. 4 (“Amendment”) is made and entered into this _____ day of _____, 2022, by and between the **CITY OF STONECREST, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and CH2M HILL ENGINEERS, INC., a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

WHEREAS, the Parties entered into a Professional Services Agreement for Municipal Government Services, that commenced on June 15, 2017 (the “Agreement”); and

WHEREAS, Section 2.4 of the Agreement requires new services or a modification to services mutually agreed upon by the Parties must be in writing; and

WHEREAS, Section 22.12 of the Agreement requires that any amendment to the Agreement, including any exhibits, must be in writing approved by both Parties; and

WHEREAS, the Parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Exhibit A – SERVICES is deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein.
2. Exhibit B – COMPENSATION is deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein.

This Amendment No. 4 together with the Agreement constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly authorized officers as of the day and year set forth next to each signature.

[SIGNATURES ON THE FOLLOWING PAGE]

CH2M HILL ENGINEERS, INC.

By: Andrew Appleton
Title: Vice President

DATE

CITY OF STONECREST

By: George Turner
Title: Mayor Pro Tem

DATE

**Approved as to form and legal
sufficiency subject to execution
by Fincher Denmark LLC:**

By: City Attorney

DATE

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

A. Deputy City Manager

1. The Deputy City Manager who shall be the City's primary representative and the point of contact for all Service matters and amendments to Services allowable under this Agreement.
2. The Deputy City Manager shall be the primary representative for the Contractor. The Deputy City Manager shall provide the City with all appropriate and relevant reports related to the performance of the Services, as may be required hereunder or requested from time to time by the City Representative or Deputy City Manager.
3. The Deputy City Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Deputy City Manager and the City, but the final required times will be at the City's discretion.
4. In the event that the designated Deputy City Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Deputy City Manager (as provided in Section 3.6), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the concurrence of the Contractor and the City, which shall not be unreasonably withheld.

B. Office Manager

1. Provides office administration support for the City.

C. Executive Assistant

1. Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and City departments.
2. Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (expected to be 8 am - 5 pm, except for holidays), providing first- tier responses to customer inquiries.
3. Contractor will use City equipment and software to scan and categorize documents for electronic record-keeping.

D. Economic Development

1. Provide support to the City's economic development program by attending meetings, preparing reports, conducting research, gathering data, assessing and updating existing plans, and analyzing business and industry sector trends and market dynamics.

2. Assist the City in developing an economic development plan by coordinating, monitoring, and overseeing work of consultants, assisting with scheduling meetings, identifying stakeholders, and other support activities.
3. Support business retention through proactive contact with major employers and responding to inquiries and concerns raised by local business owners.

E. Planning Administration

1. Administer all aspects of the City's Zoning Ordinance and other related ordinances, including, but not limited to, reviewing and recommending revisions and updates to the City and providing interpretations of the provisions of the ordinance(s).
2. Respond to inquiries from the general public regarding land development activities and allowed zoning activities within the City.
3. Provide information to the public and to applicants on the public hearing and development process.
4. Provide information to builders, designers, homeowners, and others concerning development codes and other zoning regulations.
5. Recommend policies and procedures regarding planning, zoning and other development related activities. Prepare and recommend schedules and time frames for processing such matters.
6. Prepare analysis for each zoning modifications, variance application, administrative modification or administrative variance filed based on the standards of the City Ordinance and the approved schedule. Process each application, coordinating with applicants, owners, and contractors.
7. Provide support to the City Attorney on all Zoning related litigation.
8. Coordinate and administer the printing and delivery of signs and other notifications required by law regarding requests for zoning, use permits, variances, and any other actions requiring advertising.
9. Process applications for public hearings, prepare staff reports, and assist the city attorney to prepare advertisements and notifications.
10. Manage plans, paper files, and electronic files to ensure proper labeling and storage for archival purposes.
11. Coordinate with DeKalb County on site-specific zoning conditions and establish database to be used in the City's GIS system.

12. Coordinate and facilitate meetings of appointed boards.

F. Jim Summerbell

1. Provides planning administration support.

G. Marci Davis

2. Provides communications support.

H. Tom Udell

3. Provides engineering support.

I. Micheal Abebe

J. The following individuals provide support for the City's Strategic Plan:

1. Janeane Giarrusso

2. Mihika Ram

3. Graphic Artist

EXHIBIT B



November 23, 2021

SENT VIA FEDEX
OVERNIGHT DELIVERY

Johnathan Mantay, Vice President
Jacobs Engineering Group
9191 S. Jamaica Street,
Englewood, CO 80112

Re: Notice of Contract Extension

Dear Mr. Mantay:

The City of Stonecrest (“City”) is in receipt of your correspondence dated June 29, 2021, providing notice of Jacobs’ intent not to renew the Professional Services Agreement for Municipal Government Services between the City and CH2M Hill Engineers Inc./Jacobs (“Agreement”), and to allow for the Agreement to expire on December 31, 2021.

The City hereby provides this formal notice to Jacobs of its need for a contract extension under Section 11.2 of the Agreement. The City is not in breach of the Agreement and is unable to provide the same level of services at the time of the expiration of the Agreement.

Accordingly, the pending term of the Agreement is hereby extended for a period of ninety (90) calendar days or until City or a contractor of the City is capable, in the City's sole discretion, of rendering such Services, whichever occurs later. In no event shall the contract extension exceed 180 calendar days from the expiration, June 29, 2022.

The City is specifically requesting that Jacobs’ temporary assignments of Keidra Harris and Jim Nichols continue to be placed at the City during this transition period. Additionally, as we have discussed previously, the City will be proposing a Contract Adjustment under Section 2.4 for changes to services based on the attached spreadsheet. We have requested our legal counsel to prepare the Adjustment and intend to present it to the City Council at their December 20, 2021 meeting. I will send you a copy of the proposed Contract Adjustment as soon as it becomes available.

We look forward to working with Jacobs to facilitate an efficient transition of services per the terms of the Agreement.

Sincerely,

Janice Allen Jackson
Janice Allen Jackson (Nov 24, 2021 14:21 EST)

Janice Allen Jackson
Interim City Manager

cc: Jamila Hall, Counsel for Jacobs\
Winston A. Denmark, City Attorney



Limited Services for Proposed Contract Adjustment:

Extended Positions	Daily Hours Estimate	Budgetary Estimate Jan 1 to 31 (excludes NYD and MLK)	Budgetary Estimate Feb 1 to 28	Budgetary Estimate March 1 to 31	Estimated 3 Month Total
DCM	8.4	\$32,693	\$34,413	\$39,575	\$106,681
Office Manager	8.4	\$29,007	\$30,534	\$35,114	\$94,654
Executive Assistant	8	\$13,503	\$14,214	\$16,346	\$44,063
Economic Development	5	\$23,846	\$25,101	\$28,866	\$77,813
Planning Administration	8.8	\$11,469	\$12,072	\$13,883	\$37,425
Total Labor		\$110,518	\$116,334	\$133,785	\$360,637
Travel		\$16,754	\$17,635	\$20,281	\$54,670
Total with Labor and Travel		\$127,271	\$133,970	\$154,065	\$415,307

Additional Support Positions	Hourly Rates	Estimated January Hours	Budgetary Estimate Jan 1 to 31 (excludes NYD and MLK)	Estimated February Hours	Budgetary Estimate Feb 1 to 28	Estimated March Hours	Budgetary Estimate March 1 to 31	Estimated 3 Month Total
Jim Summerbell	\$ 174.04	114	\$ 19,841.04	20	\$ 3,480.89	23	\$ 4,003.02	\$ 27,324.95
Marci Davis	\$ 192.25	19	\$ 3,652.74	20	\$ 3,844.99	23	\$ 4,421.74	\$ 11,919.47
Tom Udell	\$ 166.35	57	\$ 9,481.67	20	\$ 3,326.90	23	\$ 3,825.94	\$ 16,634.50
Micheal Abebe	\$ 87.42	114	\$ 9,966.02	20	\$ 1,748.43	23	\$ 2,010.69	\$ 13,725.14

Strategic Plan	Hourly Rates	Estimated Time to Complete	Total
Janeane Giarrusso	\$ 195.96	25	\$ 4,898.94
Mihika Ram	\$ 101.43	25	\$ 2,535.73
Graphic Artist	\$ 91.28	10	\$ 912.84
Total			\$ 8,347.51