

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between The City of Columbia (hereinafter called the "City") and DESA, Inc. (hereinafter called the "Contractor") to provide the services herein described.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Contractor's performance.

Contractor shall commence work under this Agreement on June 1, 2016, unless directed to begin work earlier by the City, and the term of this Agreement shall be for six (6) months.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00).

One payment of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,5000.00) shall be made upon execution of this Agreement. A second payment of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,5000.00) shall be made upon completion of the work and receipt by the City of all deliverables described in Appendix A.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make its services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, gender identity, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

17. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

WITNESSES AS TO CONTRACTOR:

CONTRACTOR

BY: _____

TITLE: _____



Introduction

The Development Consultant will give priority and meaningful involvement to the citizens of the three project corridors. The team will focus on identifying and resolving existing resident issues, providing residents with access to the planning and design process, and ensure that citizens are in a position to endorse the project. The Development Consultant will identify and recommend opportunities from within/outside the overall community for the City to form partnerships for implementation. These opportunities may involve private, non-profit or public agencies, businesses, contractors, and institutions are examples of opportunities that will be examined. DESA will utilize its diverse experience to provide the City following services:

1. Outline a two block plan of action for the development of the Booker Washington Heights.
2. Outline a plan of action to develop the frontage along Beltline Avenue for commercial development.
3. Identify potential light manufacturing or other businesses to locate on Farrow Road for the purpose of job creation.
4. Review the North Columbia/East Central Master Plan to determine what can be included in this process.
5. Develop options for the establishment of an Economic/Community Development Fund.
6. Outline a plan of action to develop the frontage along Millwood Avenue for commercial development.
7. Outline a two-block plan of action for the development of the Melrose Heights Community.

Strategy

1. Serve as a Development Consultant and provide technical skills in an advisory capacity to the City on specific projects. The Development Consultant will utilize his/her expertise and knowledge to assist with leveraging federal, state and local resources to provide a sustainable community.
2. Develop a list of key stakeholders and community partners (schools, colleges, hospitals). The Development Consultant will work with stakeholders to determine the best practices for developing businesses, the creation of jobs, and reducing blight in the Columbia areas.

Methodology

To strengthen efforts the Development Consultant will follow the process outlined and will focus on identifying and resolving existing issues that play a central role in the planning process.

1. Data gathering will include a review of the proposed project requirements, an open discussion of the community's concerns, and identification of issues that they wish address in the revitalization/ redevelopment plan. The results will guide the planning process.

- Consult all existing study review(s)
 - Review North Columbia and East Central Columbia Master Plan Issue(s)
 - Review current socio-economic demographics
 - Review current traffic count data/issue(s)
 - Collaborate with City of Columbia, Columbia City Police Department and Zoning to assess issues of crime and zoning
 - Collaborate with Columbia's Community Development Corporation
2. Technical Analysis/Reports will be conducted.
- Title and tax map examination of selected area(s) within the corridor
 - Assess the need for environmental reviews
 - Preliminary land option contract strategy and estimated costs
3. Project Operational Guidelines will be established to define approval requirements, scheduling issues and incorporation of related issues. At this point, endorsement of the conceptual guidelines (project philosophy) will be sought.
- Identify goals and objectives for project
 - Identify stakeholders/key challenges, and issues
 - Existing community goals analyzed
 - Determine required governmental approval(s)

At the end of the six (6) months DESA will provide the City with the following deliverables:

- 1) A cost analysis plan to decrease vacancy and blight for the layout of the two-block plan of action for the Booker Washington Heights Community.
- 2) A cost analysis for the plan of action to develop the frontage along Beltline for commercial development. This report will include suggested businesses to locate on the proposed site.
- 3) Provide a written report of the potential light manufacturing or other businesses to locate on the targeted site, i.e. Farrow Road, etc.
- 4) Provide a written proposal/plan for the establishment of an Economic/Community Development Fund.
- 5) Provide a written report of the stakeholders meeting in reference to the review of the North Columbia/East Central Master Plan.
- 6) A cost analysis plan to decrease vacancy and blight for the layout of the two-block plan of action for the Melrose Heights Community.
- 7) A cost analysis for the plan of action to develop the frontage along Millwood Avenue for commercial development. This report will include suggested businesses to locate on the proposed site.