

PLANNING SERVICES AGREEMENT

THIS AGREEMENT, made this 6th day of June 2018, by and between the COUNTY OF BUCKS (hereinafter called the "COUNTY") and Lower Makefield Township Supervisors (hereinafter called the "TOWNSHIP").

WITNESSETH

WHEREAS, the County has established a County Planning Agency designated as the Bucks County Planning Commission in accordance with Article II of the Municipalities Planning Code, as amended, and

WHEREAS, the County employs as regular employees, a professional, administrative and technical staff to assist the aforesaid planning agency in carrying out its duties and functions, and

WHEREAS, pursuant to Section 210 of the Municipalities Planning Code aforesaid, the County is authorized to perform planning services for the TOWNSHIP and to enter into agreements for work on the **Township Athletic Facilities Inventory & Recreational Needs Assessment** as described in Attachment A.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Description of Professional Services

The County and the TOWNSHIP hereby agree that the County, through its professional, administrative and technical staff aforesaid, will prepare revisions to the Subdivision and Land Development Ordinance.

2. Cost of Services

(a) The TOWNSHIP hereby agrees to pay the County for services performed on an hourly rate basis according to the following schedule of rates applicable to each designated work category.

(i)	Professional Services:	
	Executive Director	\$80.00 per hour
	Director Planning Services	\$70.00 per hour
	Senior Planner	\$60.00 per hour
	Planner	\$50.00 per hour
(ii)	GIS Services	\$50.00 per hour
(iii)	Clerical services	\$40.00 per hour
(v)	Meeting Attendance	hourly rate for personnel attending

(b) Total cost for work performed is not to exceed **\$13,920** as outlined in Attachment A.

(c) The Parties agree that Professional Services shall include the work of a planner, senior planner or section director to:

- (i) Supervise, prepare, assist in preparing or evaluate technical analyses relating to master plan included in this agreement.
- (ii) Serve as liaison between the TOWNSHIP and its committees
- (iii) Perform similar or related duties as required by this contract.

- (d) The Parties agree that Clerical time shall include the work of a clerk or typist to:
 - (i) Type letters, reports, forms, orders and documents.
 - (ii) Organize and file letters, reports and other documents.
 - (iii) Make arithmetic computations.
 - (iv) Reproduce information by photocopier.
 - (v) Perform similar or related duties as required.

- (e) The Parties agree that GIS/Drafting time shall include the work of a senior planner, GIS planner, GIS assistant planner, GIS technician, or graphic coordinator to:
 - (i) Design and prepare illustrations, displays, models, maps, aerial mosaics and special skilled lettering.
 - (ii) Layout and prepare plans, ordinance and documents for publications.
 - (iii) Perform similar or related duties as required.

- (f) The Parties agree that Meeting time shall include the work of the staff to:
 - (i) Attend meetings, public hearings or conferences.
 - (ii) Present information and technical analysis at meetings.
 - (iii) Perform similar or related duties as required.
 - (iv) When the attendance of more than one staff person is needed or requested by the municipality, the meeting attendance rate shall be applicable to each staff person in attendance. No fee shall be charged for staff personnel who attend meetings, public hearings or conferences for the purpose of staff training.

3. Other Costs

The TOWNSHIP hereby agrees that, separate from and in addition to its obligation to pay the County for services performed as set forth in paragraph 2 above, it shall pay the County for all other costs incurred by the County in the performance of the services described in paragraph 1 above, provided that the total charges to the TOWNSHIP do not exceed the specified amount of **\$13,920**. Such other costs shall include but not be limited to the following: cost of materials, printing and reproduction. No charge will be made for travel costs, telephone, faxing, or other incidental overhead expenses.

4. Billing and Payment

- (a) The Parties agree that the County shall submit bills to the TOWNSHIP specifying the services performed, the time expended in performing the services, other costs incurred and the amount of same. The Parties agree that there is hereby established a monthly billing procedure.
- (b) The TOWNSHIP agrees to promptly pay all bills submitted by the County without setoff or deduction within 30 days of the billing.
- (c) The TOWNSHIP agrees that the County shall not be liable for any damages, increased costs or other losses, which may be incurred by the TOWNSHIP as a result of the interruption or noncompletion of the services described in paragraph 1 above.

5. Governing Law and Subordination to Existing Law

- (a) The Parties agree that this agreement is subordinate to the Provisions of the Municipalities Planning Code aforesaid and to any other applicable law and that it shall not be interpreted or construed to limit, modify or alter in any way the rights, powers or duties of the County, the County Planning Agency or its staff as set forth therein.
- (b) The Parties further agree that the Professional services described in paragraph 1 above as well as the work product achieved are matters public in nature and the County is authorized to release any information concerning same to the general public.
- (c) This agreement shall be governed by the construed in accordance with applicable laws of the Commonwealth of Pennsylvania.

6. Term and Termination

This agreement will be effective for one year from the date of the Bucks County Commissioners' signing or until the project is completed as outlined in Attachment A. This agreement may be terminated, with or without cause, by either party hereto, by giving 30 days written notice to the other party. Termination will have no effect on the rights and obligations of the parties arising from any transactions taking place before the effective date of termination.

7. Modification

This agreement may not be altered or modified in any way except in writing executed by the Parties hereto.

8. Assignment

This agreement may not be assigned or transferred without the express written consent of the Parties hereto.

9. Indemnity

The TOWNSHIP agrees to indemnify and hold harmless the County, its officer, directors, agents, and employees from and against any claims, actions or liabilities of any kind which may be asserted against them by third parties in connection with the performance of the County, its officers, directors, agents and employees under this agreement.

10. Execution

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

ATTEST:



TOWNSHIP


_____ (Seal)
Chairman
Lower Makefield Township Supervisors

Date: 6/13/18



Date: 6/13/18

Vice- Chairman



Member

WITNESS:

_____ County

_____ (Seal)
Chairman
Bucks County Commissioners

_____ (Seal)
Bucks County Commissioner

Date: _____

_____ (Seal)
Bucks County Commissioner

Attest: _____
Chief Clerk

Attachment A

Township Athletic Facilities Inventory & Recreational Needs Assessment

SCOPE OF WORK

In order to achieve these objectives, we propose the following approach and scope of services:

1. We will attend a project kick-off meeting with representatives of the Township to review the overall scope and schedule of the project and to review the information required to be supplied by the Township, and users of the various fields. We anticipate that our work will be coordinated through the Township's Park and Recreation Director, Monica Tierney and or yourself as deemed appropriate. We anticipate a three (3) to fourth (4) month project schedule, dependent on receiving timely input from the Township and all stakeholders.
2. If the Township desires to create an "ad-hoc" committee, we will meet with the committee no less than three (3) times on a monthly basis.
3. We anticipate that the Township will supply all best available information, including, but not limited to, copies of the following information:
 - a. A list of all fields/facilities to be evaluated.
 - b. A complete list of all teams and users and activities for each field, including their contact information, as well as their latest schedules and procedure for reserving time and scheduling games, scrimmages and practices at each field/facility. This should include any shared use by the School District as well.
 - c. Copies of all available design plans and related documents for each field.
4. We will call and email all stakeholders and field users to solicit information regarding what fields they use, when and how they schedule field use, how many squads/teams use the fields for practice, scrimmages and games, and other activities.
5. We will compile and analyze the data received from stakeholders and documents obtained.
6. We will summarize the data into a brief report outlining our findings, including an inventory of field usage/demand, scheduling conflicts and recommendations.
7. We will attend up to three (3) meetings, one each with the Park and Recreation Board, Planning Commission and Township Supervisors as deemed appropriate by the Township administration. We will attend one (1) final meeting with the Township Supervisors to present and explain our findings report and recommendations with the

Township.

8. **Optional:** If the Township desires, we can assist with the administration and facilitation of a statistically valid resident survey through the use of a sub-consultant, ETC Institute, who specializes in the design, administration and analysis of resident based recreation surveys. The objective would be to send a resident survey to all households in the Township, to ascertain information on current and future recreational needs. The estimated cost for this service is approximately \$26,000.00 inclusive of the sub-consultant's fees.

Products

A digital copy and 10 hardcopies of the final report will be provided in a format specified by the TOWNSHIP at the cost of reproduction.

Cost Estimate

We would undertake this work for a sum not to exceed **\$13,920**. This is exclusive of the Optional resident survey noted above.

ESTIMATED FEE BREAKDOWN

Executive Director	\$80.00 per hour	40 Hours @ \$3,200.00
Director Planning Services	\$70.00 per hour	24 Hours @ \$1,680.00
Senior Planner	\$60.00 per hour	40 Hours @ \$2,400.00
Planner	\$50.00 per hour	80 Hours @ \$4,000.00
GIS Services	\$50.00 per hour	40 Hours @ \$2,000.00
Clerical services	\$40.00 per hour	16 Hours @ \$640.00