

CITIZENS FOR DUNWOODY

REQUEST FOR PROPOSAL

FOR

**PROVISION OF ADMINISTRATIVE, FINANCIAL
COMMUNITY SERVICES, PHYSICAL PLANT, MOTOR
VEHICLE, STAFFING, AND PURCHASING,
PROCUREMENT, CONTRACTING SERVICES, PUBLIC
WORKS, TRANSPORTATION, STREETS, RIGHT-OF-
WAY, FACILITIES, PARKS AND RECREATION,
PLANNING AND ZONING, INSPECTIONS, CODE
ENFORCEMENT, AND PERMITTING**

TO THE

CITY OF DUNWOODY

PROPOSALS OPENED: (time) (date)

INSTRUCTIONS TO PROPOSERS

All the spaces below and in the attached Proposal Signature and Certification form are to be filled in with signatures supplied where indicated. Failure to sign Proposal will cause rejection of your proposal.

PROPOSAL OF:

COMPANY
NAME:
ADDRESS:

SUBMIT PROPOSAL TO:

**Mr. Oliver Porter, Consultant, Citizens for Dunwoody, Inc.
150 Habersham Waters Court
Sandy Springs, GA 30350**

“CFD” means Citizens for Dunwoody, Inc. Proposers shall direct all inquires and communications to Oliver Porter.

PROPOSAL MAILED:

CARRIER USED:

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED.

**FAILURE TO SIGN THIS FORM WILL
CAUSE REJECTION OF YOUR PROPOSAL**

Citizens for Dunwoody

PROPOSAL

We propose to furnish and deliver any and all of the services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period of time stated in the RFP.

This offer is being made with knowledge that the Citizens for Dunwoody no authority to enter into binding agreements, to expend public funds, or to incur any liability on behalf of the City of Dunwoody.

It is understood and agreed that this proposal constitutes an offer, which if accepted in writing by the City of Dunwoody, Georgia, City Council, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody, Georgia.

It is understood and agreed that we have read the specification shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such

specifications. We further agree if awarded a contract, to deliver services, which meet or exceed the specifications.

It is understood and agreed that any proposals shall be valid and held open for a period of sixty (60) days from the date of the first meeting of a quorum of the newly elected City Council of the City of Dunwoody

It is understood and agreed that there will be a referendum of the citizens of the community of Dunwoody no earlier than July 15, 2008. This referendum will determine whether the City of Dunwoody will be incorporated. Should the vote not be in favor of incorporation this RFP is rendered null and void. Any expenditures incurred by an offerer in preparing and presenting the proposal shall be at the risk of the offerer.

Authorized Signature

Date

Print/Type Name

Print/Type Company Name

PROPOSAL SIGNATURE AND CERTIFICATION

(Offeror must sign and return with proposal)

I certify that this proposal was made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment,

or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify I am authorized to sign this proposal for the offeror.

Authorized Signature

Date

Print/Type Name

Print/Type Company Name

1.0 GENERAL INFORMATION

Documents included within the RFP are:

- (1) RFP Sections 1- 19
- (2) Attachment A, Proposed Contract
- (3) Exhibit A, Scope of Services
- (4) Exhibits B and C, Compensation schedules for Year One and Year Two , respectively

1.1 Introduction

Citizens for Dunwoody, Inc. is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the “City”) to implement, manage and operate a wide range of services/functions for the new city to be incorporated December 1, 2008. This RFP is issued subject to all of the terms, limitations, and conditions as set forth in Senate Bill 82 as passed during the 2008 Georgia

Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions.

As set forth herein, there shall be mandatory pre-proposal conference of all bidders. Further, packaging of bid services is allowed for the purposes of this Request for Proposal (“RFP”), provided however, that each component of said packaged services must be individually detailed in said response. Offerors may, and are encouraged, to form partnerships regarding the provisions of any particular services set forth herein to insure that the City has benefit of the best possible team to provide the required services.

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP. Subsequent to the opening of the sealed proposals, discussions may be conducted by a representative of the CFD with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

In conducting any such discussion, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by a representative of the CFD.

If determined advantageous to the City, CFD may recommend acceptance to the incoming City Council regarding the responsible

offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration qualifications, experience in provision of similar services, price, identification of potential needs, thoroughness of proposals, and all other evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. CFD reserves the right to reject any and all proposals submitted in response to this request and to withdraw this RFP at any time.

1.2 **Background**

The City will be incorporated on December 1, 2008, with approximately 38,000 residents and CFD is soliciting these proposals to evaluate the most cost effective, efficient, and reliable method of meeting a broad range of needs for the City.

With a “clean sheet of paper,” the City has the remarkable opportunity to build one of the most effective, efficient and responsive local government in the State of Georgia. The Citizens for Dunwoody believes that creative solutions are available that can produce effective government for the 21st century.

Foremost among these solutions is tapping the resources of private industry through contracting for services and functions. Our desire is to identify firms that can provide a wide variety of services allowing the city to deal with a limited number of contracts. Further, we are seeking firms that have had experience in providing services/functions to other municipalities, or as a minimum, to similar entities.

While it may be necessary to contract with the existing county government for some services, the intent is to keep that to a minimum. A successful contractor will have the opportunity to showcase the firm's capability in serving the multiple needs of municipal governments.

As information to prospective offerers, studies of the City's viability have indicated revenue of approximately \$18 million at a going level. Of this amount the CFD, expects that costs for capital improvements, infrastructure, public safety etc, will be necessary, leaving approximately \$10 million for operations specified under this contract. These numbers are provided for information only and can not be relied upon for the offerors proposal. The offeror should develop any proposal based on independent evaluations of the City's needs and capabilities.

With the aforementioned restrictions on contracts and spending, the CFD must establish a relationship of trust with potential contract firms. The recommended firms must be financially able and willing to, in the months preceding the start date, establish the infrastructure, hire and train staff, and undertake any functions that will be necessary for the city to operate from its inception.

1.3 **Timetable**

The following timetable is anticipated for this RFP:

June 1, 2008	Release of RFP
June 10, 2008	Mandatory Pre-Proposal Conference

July 1, 2008 12:00 p.m. Proposals due
July 10, 2008 (on or about) Oral Presentations if required)
September 1, 2008 CFD, if any (on or about)

Proposals will be received at the date and time set forth above in the following location:

**Mr. Oliver Porter, Consultant
150 Habersham Waters Court
Sandy Springs, GA 30350**

1.4 Restrictions on Communications with Citizens for Dunwoody

1.4.1 From the issue date of this RFP until a provider is selected and the selection is announced, offerors are not allowed to communicate for any reason with any representative of the CFD RFP except through the Officer named herein, or during the pre-bid conference. For violations of this provision, the Commission shall reserve the right to reject the proposal of the offending offeror.

1.5 RFP Amendments

1.5.1 The CFD reserves the right to amend the RFP prior to the deadline for proposal submission, July 1, 2008. Amendments will be sent to all offerors who originally received a copy of the RFP. If an RFP amendment will impact the timeline contained in Section 1.3, all offerors

will be promptly provided information concerning any timeline revisions.

1.6 Proposal Withdrawal

- 1.6.1 A written proposal is not subject to withdrawal except that, prior to the proposal due date, a submitted proposal may be withdrawn by the offeror submitting a written request to the Officer named herein. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Costs for Preparing Proposal

- 1.7.1 The cost for developing the proposal is the sole responsibility of the offeror. The Commission and/or the City will not provide reimbursement for such costs.

1.8 Contract Term

- 1.8.1 The contract will be between the service provider and the City. The term, if any, of the contract shall commence on January 1, 2009, and shall terminate on December 31, 2009, except that the Contract shall automatically renew for five (5) additional twelve (12) month periods unless affirmative written notice of non-renewal is given by the City not less than thirty (30) days prior to the expiration of the instant term. The terms and construction of the Contract shall be governed by applicable Georgia law.

1.9 **Contract**

- 1.9.1 The Contract, that the CFD intends to use with the successful offeror, is attached as Attachment “A” to this RFP. Prospective offerors are urged to carefully read the Contract prior to making their offers. The Contract and any exceptions to the provisions of the Contract must be submitted with the offeror’s proposal. The Board reserves the right to negotiate with the successful offeror other additions to, deletions from and/or changes in the language in the Contract, provided that no such addition, deletion or change in the contract language would, in the sole discretion of the Board, affect the evaluation criteria set forth herein or give the successful offeror a competitive advantage.

The offeror shall confirm acceptance of the provisions of the Contract or, in the alternative, shall state explicitly which provisions are not acceptable and propose alternative wording or any additional wording or any additional provisions that the offeror believes to be necessary. Any exception to the Contract must be clearly identified, accompany the offeror’s proposal, and be attached to the Contract. Offerors are cautioned that any exception submitted that would give the offeror a competitive advantage over another offeror or that would cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to a determination, the apparent winning offeror will be required to enter into discussions with the CFD to resolve any contractual differences before a recommendation is made. These exceptions are to be finalized and all exceptions resolved within one (1) week of notification. If not, this could lead to rejection of the offeror's proposal. No exception to the Contract will be deemed to have been accepted by the CFD unless the exception is incorporated by reference into the final executed Contract. The CFD reserves the right to make non-material revisions to the form of the Contract as necessary at any time.

1.10 Offers by One or More Partners

1.10.1 Offerors may, and are encouraged, to form partnerships regarding the provisions of any particular services set forth herein to insure that the City has benefit of the best possible team to provide the required services. If more than one partner is participating in any proposal, however, each partner shall respond separately regarding their individual businesses, including but not limited to all responses to the RFQ portion of this request. All responses will further clearly delineate the specific responsibilities and duties of each partner regarding the requested services.

1.11 Format for Proposals

1.11.1 Proposals should correspond with and satisfy the requirements set forth in this RFP. The offeror must submit

the original proposal plus fifteen (15) copies of its proposal to the CFD. Proposals should be in one sealed package marked clearly on the front, "Dunwoody RFP".

1.12 Additional Information

1.12.1 An offeror that submits a proposal that meets the requirements set forth in this RFP may be requested to provide additional information or to meet with representatives of the CFD to discuss the specifics of the proposal in greater detail.

1.13 Retention of Proposals

1.13.1 All material submitted in response to this RFP will become the property of the CFD and may be returned at the option of the CFD. One copy shall be retained by the CFD for official files.

1.14 Waiver of Irregularities

1.14.1 The CFD reserves the right to waive any irregularities of any proposal submitted for this RFP.

1.15 Questions about this RFP

1.15.1 Questions regarding the requirements or technical criteria set forth in this RFP should be directed in writing to the individual listed below. The response and the question will

then be shared with other offerors who are responding to this RFP.

Name: Mr. Oliver Porter
Address: 150 Habersham Waters Court
Sandy Springs, Georgia 30350
Telephone: 770-393-8898
E-mail: oliverporter1@comcast.net

The deadline for the submission of these questions is 12:00 P.M. EDT, June 17, 2008. Questions should reference the appropriate RFP section and may be submitted by email. Any files attached to e-mails must be MS Word format.

2.0 REQUEST FOR OFFEROR QUALIFICATIONS/ASSURANCES

2.1 Required Qualifications and Information

CFD deems that it is in its best interest to work with offerors that have proven capabilities with a well-established record of success in the provision of the type of services being requested hereunder. To that end, the offeror shall include in a separate envelope as set forth herein, the following:

2.1.1 Offeror's name, address, and telephone number.

2.1.2 Primary local contact person(s) and telephone number(s).

- 2.1.3 Total number of offerors' full-time employees designating the geographic location of said employees with representative numbers regarding said location.
- 2.1.4 Year established.
- 2.1.5 Provide a listing and description of all current litigation involving the offeror.
- 2.1.6 Provide a listing and description of all litigation history for the offeror with any claim in excess of Twenty Thousand and 00/100 Dollars (\$20,000.00) since and including the year 1998.
- 2.1.7 Provide a copy of the most recent completed year's financial statements (Income Statement and Balance Sheet) for the offeror.
- 2.1.8 List of all projects similar in quality and/or scope to that set forth in this RFP – Include: size, cost, total fee, implementation time, scope of services, awards received, and brief description of project.
- 2.1.9 Provide a description of the offeror's special capabilities, techniques or resources that can be contributed to this assignment. A minimum of three (3) references from projects of a similar scope and type shall be submitted with each proposal by offeror. Particular emphasis should be placed on demonstrating previous experience with projects for municipalities. Describe the offeror's, and/or proposed

team's, qualifications to complete the work. The planning and/or expertise required to accomplish the complete scope-of-work must be represented either within the offeror's in-house staff, or by a partnership of offerors. A partnership submission must be made by an offeror. If the submission is a partnership submission, describe the previous experience that the offeror has had working with the various partners. Identify and provide resume information for the project manager and the key personnel who will be involved in implementing the project.

2.1.10 Statement of offeror's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.

2.1.11 Conflict of Interest Statement.

As a duly authorized representative of _____, I, _____ with the title _____, certify that to the best of my knowledge that no circumstance exist which will cause a conflict of interest in performing services for the City of Dunwoody, that no employee of _____, nor any public agency official or employee affected by this Request for Qualifications has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict

in any way, manner or degree with the performance of services for the City of Dunwoody.

Date: _____

Company Name:

Authorized Representative Name:

Title:

Signature:

- 2.1.12 Provide a proposed Organizational Chart which identifies individual names and areas of responsibility regarding the implementation and responsibilities of the duties hereunder.
- 2.1.13 Provide a comprehensive outline of the steps you propose in order to meet the services required by this RFP. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.
- 2.1.14 At your option, you may provide any additional supporting documentation or information which would be helpful in evaluating your qualifications and commitment.

2.1.15 The proposal should contain any documents pertaining to the requirements mentioned above and any other information the offeror deems necessary to fully demonstrate the offeror's qualifications so as to allow the CFD to evaluate the offeror's ability to provide the services requested herein.

2.2 **Proposal Guaranty**

2.2.1 No proposal will be considered unless it is accompanied by a proposal guaranty in the form of a cashier's check, a certified check, a savings and loan secured check, or a bid bond payable to the City of Dunwoody in the amount of \$500,000 or five percent (5%) of the total bid (whichever is the lesser amount) to ensure that the successful offeror will execute the contract which it has been recommended and ultimately awarded by the City. The proposal guaranty shall be forfeited by an offeror who fails to execute promptly and properly the contract it has been awarded, or who fails to furnish the required performance security and certificate of insurance in their proper forms within the time requirements indicated in this RFP. **THE PROPOSAL GUARANTY SHALL BE RETAINED UNTIL FINAL CONTRACT AWARD.**

2.3 **Bonds**

2.3.1 Upon notification of CFD's intent to recommend a proposal to the City, the apparent successful offeror shall furnish, within ten (10) days, a performance bond in the amount of \$500,000 or ten percent (10%) of the proposal amount (whichever is less) on a form prescribed by CFD. Failure to furnish a bond within thirty (30) days may result in rejection of the proposal, forfeiture of the proposal guaranty, and awards of the contract to another offeror. Additionally, for a performance bond surety to be acceptable to CFD as surety for performance bonds, a surety company shall comply with the following provisions:

2.3.2 The surety company shall be authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact business issued by the Commissioner of Insurance.

2.3.3. The surety company shall be on the United States Department of Treasury's list of approved bond sureties.

2.3.4. All bonds shall be signed by a Georgia Licensed Resident Agent who holds a current power of attorney from the surety company issuing the bond.

2.4 **Financial History**

2.4.1 CFD reserves the right to evaluate the financial integrity of the offeror. Prior to the award of the contracts, all offerors shall be required to submit the following items:

2.4.1.1 Audited Financial Statement or 10K Report for the most recent two (2) years, including at minimum:

2.4.1.1.1 statements of income and related earnings;

2.4.1.1.2 cash flow statement;

2.4.1.1.3 balance sheet;

2.4.1.1.4 opinion concerning financial statements from a CPA.

2.4.1.1.5 Primary banking source letter of reference.

2.5 **Customer Reference**

2.5.1 The offeror must provide the names of customer references, including a specific contact name and phone number of any entity to whom the provider has ever provided the proposed service or a similar service.

3.0 **REQUIRED SERVICES**

3.1 **General**

3.1.1 The services required for which this RFP is being issued shall include but not be limited to those outlined in Sections 4.0 et seq. through 14.0 et seq. hereof. The intent of the Contract is that the offeror assumes full responsibility for

the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal.

- 3.1.2 It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit “A” of the Contract between the offeror and the City to further define the scope of the offeror’s services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.
- 3.1.3 All services and duties must be operational as of the date of the award of the Contract by the City, should the City decide to make such award.
- 3.1.4 Each of the services in sections 4 14 below, shall include as a material provision thereof the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services. Whenever the requirement calls for the offeror to develop

and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Manager.

4.0 CITY ADMINISTRATIVE, FINANCIAL, AND COMMUNITY SERVICE REQUIREMENTS

4.1 ADMINISTRATIVE SERVICES

4.1.1 Administrative services shall include, but not be limited to the following.

4.1.2 Contract Administration

4.1.2.1 Assist the City Manager in negotiating City contracts, as directed by the City Manager.

4.1.2.2 Advise the City Manager on the status of negotiations as well as contract provisions and their impacts on the City.

4.1.2.3 Make recommendations on contract approval, rejection, amendment, renewal, and cancellation, as directed by the City Manager

4.1.2.4 Provide contract administration and supervision of all contracts, as directed by the City Manager.

4.1.2.5 Ensure ongoing protection of City interests.

4.1.2.6 Ensure compliance with all laws related to bidding, contracting and purchasing as set forth in the State of Georgia.

4.1.2.7 Assist and coordinate any necessary grant applications and submissions as directed by the City Manager.

4.1.3 **Policy Implementation**

4.1.3.1 Research current and likely future trends impacting the city.

4.1.3.2 Prepare administrative and financial analysis of all available options.

4.1.3.3 Attend all City Council meetings, hearing and agenda meetings, as directed by the City Manager.

4.1.3.4 Assist City Manager with identification of significant policies and analyze their administrative and financial impacts.

4.1.3.5 Prepare plans and procedures to ensure implementation of the City Council's policies and directives, as directed by the City Manager.

4.1.3.6 Prepare status reports to advise the City Manager of the progress and results of public policy implementation.

4.1.4 **Daily Communications**

- 4.1.4.1 Respond to all inquires as directed.
- 4.1.4.2 Prepare correspondence regarding City affairs for the City Manager and City Clerk, as requested.
- 4.1.4.3 Ensure compliance with all Open Records and Open Meetings laws as set forth in O.C.G.A. § 50-14-1 et seq. and O.C.G.A. § 50-18-70 et seq. respectively.

4.1.5 Customer Service

- 4.1.5.1 Provide first-tier response to customer inquiries.
- 4.1.5.2 Establish response protocols and direct customers to the appropriate party.

4.1.6 Departmental Support

- 4.1.6.1 Provide overall administrative support of all City functions and departments.

4.1.7 Clerking Support

- 4.1.7.1 Record and transcribe all City Council meetings, hearing and agenda meetings.
- 4.1.7.2 Assist City Clerk during Council meetings, take attendance, record motions and votes taken, and swear in witnesses of others presenting testimony to the Council.
- 4.1.7.3 Assist in the review of documents to be presented to

the Council, as directed by the City Manager.

- 4.1.7.4 Upon City Clerk's absence, authenticate all City documents by appropriate signatures and City Seal.
- 4.1.7.5 Retain public records and make them available for inspection by the public, in conformance with Georgia Law.
- 4.1.7.6 Assist the City Clerk in preparing all Council meeting agendas.
- 4.1.7.7 Publish all appropriate public notices.
- 4.1.7.8 Serve administrative needs of any and all Boards, Authorities or other entities established by the City for the furtherance of City objectives.

4.1.8 **Records Management**

- 4.1.8.1 Implement and maintain a custom-designed, state-of-the-art Document Management System to facilitate creating and saving all documents into the system (Word & Excel), then archiving these documents.
- 4.1.8.2 Improve employee productivity, collaboration, and document security by allowing the users to search for documents by profile information, content, person who created them, or even last person to edit

the document. Users may also modify a previously created document for their use while leaving the original document unmodified.

- 4.1.8.3 Provide sufficient document scanning stations in City Hall so that any and all paper documents such as signed contracts, ordinances, resolutions, and other important City documents may be imported into the Document Management System using the Document Scanning Station.
- 4.1.8.4 Protect integrity of all public records in accordance with the requirements of State law.
- 4.1.8.5 Promote sharing of information and collaborative work between all City staff.
- 4.1.8.6 Provide an application server that will store and manage required data.
- 4.1.8.7 Provide and maintain access to data to other City contract providers as necessary.
- 4.1.8.8 Design state-of-the-art storage strategies and systems for all public records. Implement and coordinate the transfer of any and all necessary data, records, or other materials from Fulton County, Georgia as necessary for the operation of the City. This requirement must be met at the time of the award of the Contract by the City, if any.

4.1.9 Public Relations

- 4.1.9.1 Maintain continuous dialog and communications with City residents with timely updates, as directed by the City Manager.
- 4.1.9.2 Promote City policy, programs and achievements.
- 4.1.9.3 Serve as a liaison with residents, civic groups and other governments, as directed by the City Manager.
- 4.1.9.4 Document important City events for future use in City-developed publications.

4.1.10 Annual Reports

- 4.1.10.1 Develop a graphical and thematic design theme for the Annual Report, for approval by the City Manager.
- 4.1.10.2 Coordinate with the graphic designers, photographers, editors and others as necessary.
- 4.1.10.3 Provide effective written and non-written communications to reflect the year's message and inform residents of the City's actions and achievements.
- 4.1.10.4 Produce, print and deliver the annual reports to City residents.

4.1.11 City Website

- 4.1.11.1 Design and host the City website containing City contact information, statistics, history, departmental and facility description, Council meeting schedule, meeting agendas, agenda packages, minutes, City Codes, and ordinances (in searchable format) notices, and City in pictures and multimedia.
- 4.1.11.2 Update the site daily to post latest agendas, packages and minutes, notices, etc. and redesign the site annually.
- 4.1.11.3 Publish City-provided GIS database interface on the website.

4.1.12 City Newsletter

- 4.1.12.1 Provide text, pictures, graphics, maps, exhibits, etc. as necessary for the quarterly newsletter.
- 4.1.12.2 Coordinate with the publishers to produce a useful, informative, timely and attractive publication.
- 4.1.12.3 Produce, print and deliver a quality newsletter to all City residents.

4.1.13 Program Presentation

4.1.13.1 Publish studies, reports and analysis for staff and public presentation, as directed by the City Manager.

4.1.13.2 Prepare various media presentations of City programs to the staff and general public, as directed by the City Manager.

4.1.14 Information Technologies and Telephone Systems

4.1.14.1 Provide, install and maintain state-of-the-art information technology, software and hardware sufficient to efficiently satisfy all City needs.

4.1.14.2 Provide a state-of-the-art domain network to account for handling future growth and technologies.

4.1.14.3 Provide, install, configure and maintain a state-of-the-art server for City Hall and all City offices to improve performance, ensure against data loss and minimize potential down time.

4.1.14.4 Provide centralized management of all network resources and a central location for the storage of the City's documents.

4.1.14.5 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.

- 4.1.14.6 Provide, configure and maintain ten (10) state-of-the-art laptop computers to Mayor (1) the members of the City Council (6), City Manager (2), and City Clerk (1).
- 4.1.14.7 Provide, install, configure and maintain state-of-the-art computer workstations, as needed.
- 4.1.14.8 Provide digital phones and remote connections for park sites.
- 4.1.14.9 Maintain software and hardware uniformity and interchangeability among users.
- 4.1.14.10 Provide, install and maintain sufficient network laser printers to efficiently conduct all City business.
- 4.1.14.11 Maintain a three-year replacement program for all computers and equipment.
- 4.1.14.12 Provide, install and maintain state-of-the-art network cabling/data line system for communications, networking and data sharing.
- 4.1.14.13 Provide, install, configure and maintain servers in support of utility functions.
- 4.1.14.14 Provide all users with Internet and e-mail connections on a separate server for internal and external communications and common contact lists and scheduling.

4.1.14.15 Archive all e-mails in compliance with State retention requirements.

4.1.14.16 Provide, install and maintain a state-of-the-art telephone system in all City facilities with sufficient lines and features to satisfy all needs of the City.

4.1.15. Databases – Municipal Management Software

4.1.15.1 Provide, install, configure and maintain a state-of-the-art database program to manage the City's occupational and business license functions

4.1.15.2 Coordinate the procurement, installation, configuration and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.

4.1.15.3 Upon request, provide schema and any and all database data in a standard SQL format for importation into a non-vendor database

4.1.16 Court Services

4.1.16.1 Provide all aspects of court record keeping and reporting as required by law and sound practices including but not limited to maintenance of calendars, recording of sentences and dispositions, coordination with probation services, coordination of collection of fees, fines and surcharges.

4.1.16.2 Provide administration personnel for Court hearings

4.1.16.3 Oversee and maintain all systems required for fee, fine and surcharge accounting, reporting and remittance.

4.1.17 Police

4.1.17 Provide administrative and clerical assistance in all aspects of police department record keeping and reporting as required by law and sound practices in coordination with City authorities.

4.1.18 Fire

4.1.18 Provide any necessary coordination with the DeKalb County Fire the Department/EMS services.

4.1.19 Election Support

4.1.19.1 Coordinate municipal and special elections as required, including but not limited to addressing polling station issues, preparation of ballot questions, or other related issues arising from election matters.

4.1.20 Solid Waste

4.1.20.1 Manage and coordinate all aspects of agreements with solid waste providers.

4.2 FINANCIAL SERVICES

4.2.1 Financial Services shall include, but not be limited to the following.

4.2.1 Revenue Collection

4.2.1.1 Coordinate with local, state and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions.

4.2.1.2 Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with the City programs.

4.2.1.3 Recommend enforcement actions to the City Manager to induce payment in accordance with the City's policies and procedures.

4.2.1.4 Prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections and submit the reports to the City Manager no later than the tenth day of the following month.

4.2.1.5 Maintain a City address list for the Department of Revenue to ensure that the City obtains all shared revenues to which it is entitled.

4.2.2 Capital Program Administration:

4.2.2.1 Coordinate with the designated city representatives the capital needs of the City.

4.2.2.2 Obtain financing if necessary and maintain proper fund accounting procedures.

4.2.2.3 Administer and implement capital program financing.

4.2.3 **Investment Services**

4.2.3.1 Recommend investment policies and procedures pursuant to State law.

4.2.3.2 Invest City funds per approved policies.

4.2.3.3 Produce timely investment reports stating the effectiveness of the chosen investment policy.

4.2.4 **Fund Accounting**

4.2.4.1 Establish Fund Accounting System in accordance with Governmental Accounting Standards Board (GASB), the Uniform Accounting System prescribed by Department of Community Affairs and the rules of the Georgia Department of Audits and Accounts.

4.2.4.2 Prepare reports for Department of Community Affairs and State Revenue Department and distributions.

4.2.4.3 Prepare all other financial reports as required by applicable law and accounting standards.

4.2.5 Accounts payable/receivable

4.2.5.1 Administer the purchase order system and make timely payment of all invoices.

4.2.5.2 Coordinate tax collection, franchise fees, utility taxes and all other receivables.

4.2.6 General fixed asset accounting

4.2.6.1 Account for assets constructed by or donated to the City for maintenance.

4.2.6.2 Inventory City property in accordance with GASB and the Georgia Department of Audits and Accounts.

4.2.7 Budgeting:

4.2.7.1 Prepare and submit to the City Manager annual budgets per GASB standards.

4.2.7.2 Liaison with all City departments for annual budget categories.

4.2.7.3 Provide material for and attend all budget meetings, hearing and agenda meetings.

4.2.7.4 Coordinate with other departments and governmental entities as necessary.

4.2.7.5 Present findings in oral, print, multimedia, and web-based forms.

4.2.8 Forecasting:

4.2.8.1 Prepare detailed financial forecasts and analysis.

4.2.8.2 Identify trends and analyze their impact upon City's finances, operations and capital.

4.2.8.3 Develop policy and action recommendations.

4.2.8.4 Coordinate with other departments and governments.

4.2.8.5 Present findings in oral, print, multimedia, and web-based forms.

4.2.9 Comprehensive Annual Financial Report (CAFR):

4.2.9.1 Prepare the Annual Financial Report for Units of Local Government, in accordance with Generally Accepted Accounting Principals as defined by the Government Finance Officers Association.

4.2.10 Risk Management:

4.2.10.1 Recommend and advise the City Manager of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.

- 4.2.10.2 Process and assist in the investigation of insurance claims, in coordination with the City Attorney.
- 4.2.10.3 Develop and maintain a risk management claims review procedure, in coordination with the City Manager and City Attorney.
- 4.2.10.4 Review insurance policies and coverage amounts of City vendors.

4.2.11 Human Resources:

- 4.2.11.1 Ensure proper functioning of payroll, fringe benefit, insurance tax and other City-specific and general law-provided human resources functions.
- 4.2.11.2 Establish a Code of Conduct for personnel that emphasize the responsibility of the staff to be professional, patient and responsive under all circumstances. The Code should emphasize that rudeness and impoliteness toward any person is unacceptable conduct and will not be tolerated.
- 4.2.11.3 Establish and implement with all employees an Employee Policies and Procedures Manual, which shall include, but not be limited to, policies and procedures on carrying out duties to the City, consequences of non-compliance to policies, and functions and roles of the employees.

4.2.12 Purchasing:

- 4.2.12.1 Recommend to the City Manager and assist in the implementation of procurement policies and procedures.
- 4.2.12.2 Assist in selection of vendors.
- 4.2.12.3 Participate in county and state level purchase plans.
- 4.2.12.4 Prepare RFP's, as directed by the City Manager.
- 4.2.12.5 Prepare and process requisitions.

4.2.13 **HIPAA**

- 4.2.13.1 Ensure that all City systems and procedures meet the requirements of HIPAA.

4.3 **COMMUNITY SERVICES**

4.3.1 **Water Management and Utilities:**

- 4.3.1.1 Manage and coordinate all aspects of intergovernmental relationships regarding water and sewer issues.

5.0 **EMERGENCY 911 SERVICE**

5.1 **Emergency 911 Coordination**

- 5.1.1 The offeror shall be responsible for coordinating with DeKalb and/or other governments on the provision of Emergency 911 system for the City.

6.0 PHYSICAL PLANT REQUIREMENTS

6.1 Office, Administrative and Facilities Space

6.1.1 The offeror shall be responsible for providing facilities sufficient for the operations of all departments and functions the City on the date of acceptance of the proposal, whether or not offeror is responsible for said operations or function, if the Contract is awarded to offeror by the City. All space shall meet all minimum GSA requirements, and exhibit a level of finish customary for a local government. Should offeror be the lessee of such space, offeror must have complied with all requirements for leasing said space as required by local governments under Georgia law, the lease shall be at a fair market value rental rate, and such lease shall provide for an unconditional assignment of such lease to the City of Dunwoody exercisable by the unilateral determination of the City. Should offeror be the owner of such space, offeror shall allow the City of Dunwoody the option to purchase said property at fair market value, with such option exercisable by the unilateral determination of the City. Should the City assume any lease, or purchase any property as contemplated hereunder, there shall be no rent required of the offeror for the use of the space hereunder so long as said space is being devoted to purposes of the City. It is anticipated that the successful offeror will consult with CFD pursuant to the terms set forth in this RFP, including at the Mandatory Pre-Proposal Conference, to coordinate

the most beneficial space taking into consideration, cost effectiveness, location in the City, and other relevant factors.

6.2 Facilities Maintenance, Repair and Contracts

- 6.2.1 The offeror shall be responsible for providing personnel to maintain, repair, clean, and keep in good working order all facilities commensurate with local governmental standards all facilities occupied by the City. This provision, however, shall not apply to landscaping maintenance of any City rights-of-way or land.

6.3 Furniture, Fixtures, Equipment and Supplies

- 6.3.1 The offeror shall be responsible for providing Furniture, Fixtures, Equipment and Supplies in an amount sufficient for the reasonable operation of all departments and functions the City on the date of acceptance of the proposal, whether or not offeror is responsible for said operations or function, if the Contract is awarded to offeror by the City.

7.0 MOTOR VEHICLE REQUIREMENTS

- 7.1 The offeror shall be responsible for providing Motor Vehicles sufficient for the operations of all departments and functions the City on the date of acceptance of the proposal, whether or not offeror is responsible for said operations or function, if the Contract is awarded to offeror

by the City. This requirement shall exclude any specialized service related emergency vehicles such as Police and/or Fire Emergency Vehicles; however the requirement will include sufficient vehicles for administrative necessities of said police and fire personnel.

7.2 The offeror shall submit a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of offeror sufficient to ensure that the City is protected regarding the use of said vehicles.

7.3 The offeror shall further be responsible for all maintenance, inspections, and other necessary service regarding said motor vehicles.

8.0 **PUBLIC WORKS**

8.1 Public Works services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Public Works Department for the City. The areas of responsibility shall include, but not be limited to, the following:

8.1.1 **Storm Water**

8.1.1.1 Coordinate with all other City personnel and/or contractors the transfer maintenance, storage and retrieval of all documents and records from DsKalb County, Georgia, necessary for the effective implementation and operation of the City's storm

water requirements under applicable, federal, state, and local laws. The offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

8.1.1.2 Provide ongoing engineering, design and maintenance of storm water systems, as needed, to meet the needs of the City.

8.1.1.3 Develop and implement all necessary policies, protocols, rules and regulations necessary to meet or exceed the City's storm water requirements under applicable, federal, state, and local laws, including but not limited to federal clean water requirements.

8.1.1.4 Integrate activities as necessary with Planning/Zoning and other departments.

8.1.2 Emergency Preparedness

8.1.2.1 Establish policies and guidelines, and coordinate, operate and maintain the city's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.

8.1.2.2 Integrate and coordinate all emergency preparedness operations in conjunction with

Homeland Security, Emergency 911, FEMA, and GEMA.

8.1.3 Recycling

- 8.1.3.1 Establish policies and guidelines, and operate the city government Recycling program.
- 8.1.3.2 Coordinate implementation of program and all other activities with City personnel and/or contractors.
- 8.1.3.3 Fulfill all reporting duties as required by any federal, state or local laws.

8.1.4 Geographic Information System (GIS)

- 8.1.4.1 Coordinate with all other necessary City personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's GIS System. The offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.
- 8.1.4.2 Service, update and maintain GIS data bases on not less than a monthly basis.

8.1.4.3 Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any other contractors.

9.0 **TRANSPORTATION**

9.1 Transportation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Transportation Department for the City. The areas of responsibility shall include, but not be limited to, the following:

9.1.1 **Funding and Grant Applications**

9.1.1.1 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state or local funding and grant programs, and provide fund oversight as required by law. Coordinate all aspects of the above, as necessary with the Atlanta Regional Commission.

9.1.2 **Traffic Engineering**

9.1.2.1 Conduct all activities necessary to maintain a first quality traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.

9.1.3 **Street Design**

9.1.3.1 Conduct all activities necessary to maintain a first quality street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks and related projects.

9.1.4 Street Maintenance

9.1.4.1 Conduct all activities necessary to maintain a first quality roadway and bridge infrastructure system, including but not limited to providing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning, and repairs necessitated by storm events. The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

9.1.5 Sidewalks, Gutters and Related Street Areas

9.1.5.1 Conduct all activities necessary to maintain first quality, sidewalks, gutters and related street areas

including but not limited to providing a necessary maintenance and cleaning of the same. The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

10.0 **STREETS, RIGHTS-OF-WAY, AND FACILITIES**

10.1 **General**

10.1.1 Streets, Rights-of-Way, and Facilities services shall, in addition to the requirements set out in Section 6.2, include, but not be limited to, establishing, staffing (as needed to meet the requirements herein), to:

10.1.1.1 Coordinate the transfer of all City Rights-of-Way from DeKalb County, Georgia. The offeror shall be responsible for determining the documentation necessary for transfer.

10.1.1.2 Establish, operate and oversee all aspects of the City Rights-of-Way permitting process.

10.2 **Contract Administration.**

- 10.2.1 Establish, operate and oversee all aspects contract administration for daily maintenance of all public rights-of-way and property, including but not limited to landscaping and irrigation systems, in order to provide safe and comfortable common grounds for the residents of Dunwoody.
- 10.2.2 Establish, operate and oversee all aspects contract administration for the construction, operation and maintenance of public facilities.
- 10.2.3 Establish, operate and oversee all aspects of emergency preparedness plan with local, state and federal agencies for debris removal, roadway access, flood prevention and safe, operable utilities.

11.0 **PARKS AND RECREATION**

- 11.1 Parks and Recreation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Parks and Recreations for the City. (Proposer should be aware that the inclusion of Parks and Recreation in the City is dependent upon a successful negotiation with DeKalb County for the transfer of the assets. If such transfer is not accomplished by the start date of the contract, the city may request an appropriate reduction in the contract).The areas of responsibility shall include, but not be limited to, the following:

- 11.1.1 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.
- 11.1.2 Plan, implement and coordinate staffing for the planning, promoting, and supervising of recreation programs and special events.
- 11.1.3 Plan, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.
- 11.1.4 Develop and recommend to the City Manager short, mid, and long-range plans for capital improvements.
- 11.1.5 Establish, operate and oversee all aspects of emergency management procedures with local, state and federal agencies to ensure safe recreational system.
- 11.1.6 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state or local funding and grant programs for improvements to the park and recreation system within Dunwoody, and provide fund oversight as required by law.

12.0 CAPITAL IMPROVEMENTS

12.1 Develop and recommend to the City Manager short, mid, and long-range plans for capital improvements and implement plans as directed. Such plans should meet all requirements of the Department of Community Affairs and the Atlanta Regional Commission for adoption in the City's Comprehensive Land Use Plan.

13.0 **PLANNING AND ZONING**

13.1 Planning and Zoning services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Planning and Zoning Department for the City. The areas of responsibility shall include, but not be limited to, the following:

13.1.1 Provide information to the general public as it relates to all land development activities within the City.

13.1.2 Provide information to builders and developers regarding policies and procedures within the City related to land planning within the city.

13.1.3 Oversee the development, maintenance and updating of land use and zoning maps as required by state and local agencies.

13.1.4 Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to, zoning).

- 13.1.5 Provide information to the City Manager, Mayor and Council, Planning and Zoning Boards, and any other City entities needing information regarding all relevant and applicable zoning and/or planning issues.
- 13.1.6 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan for the implementation and assessment impact fees by the City.
- 13.1.7 Conduct all activities necessary to maintain a first quality planning and zoning system for the City.
- 13.1.8 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan for the issuance of certificates of use and occupational licenses.

14.0 INSPECTIONS, CODE ENFORCEMENT, AND PERMITTING

- 14.1 Inspections, Code Enforcement and Permitting services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Inspections, Code Enforcement, Permitting Departments for the City. The areas of responsibility shall include, but not be limited to, the following:
 - 14.1.1 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan review process for the City.

14.1.2 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan for the building permit process for the City.

14.1.3 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan for the code enforcement process for the City.

14.1.4 Develop, plan, recommend and implement, in coordination with all other City staff or contractors, a plan for the authorization and implementation plan for the City to conduct Soil Erosion and Sedimentation Control inspections for the City.

15.0 **STAFFING REQUIREMENTS**

15.1 **General**

15.1.1 Offeror shall provide with the Proposal a list of the proposed staffing requirements necessary to meet the needs for each of the services, duties, and/or functions outlined in Sections 4.0 et seq. through 14.0 et seq..

15.1.2 As information to the offerer, it is expected that the City may hire employees, including but not limited to, the following positions:

City Manager, City Clerk, Clerk of Court, and Public Safety employees such as Judges, City Attorney and Police.

15.2 **Key Positions**

15.2.1 Regarding key positions, which shall include the proposed director of any department, the offeror shall provide a brief summary of said proposed key personnel's experience and qualifications for said position, provided, however that it shall be the duty of the offeror to assess the qualifications and skills of any proposed personnel and their suitability for the proposed positions. Offeror shall consider staffing recommendations of CFD and subsequently the City, should the offer ultimately be accepted by the City. In addition, the proposal shall provide for the following position(s) setting out in detail the qualifications of the candidates for the following position(s):

15.2.2 **Program Manager**

15.2.2.1 The Program Manager shall be an executive level person with the offeror. This position is not required to be full time, but is intended to provide general supervision and to assure that adequate resources are being provided to fulfill the terms of the contract.

15.3 **Assistant City Manager**

15.3.1 The Assistant City Manager shall have the responsibility working with the City Manager to coordinate and direct all of the activities set out in this RFP should it be accepted by the City. The Assistant City Manager will work closely

with the City Manager and the City Council regarding all aspects of the offeror's activities should the offer be accepted by the City. Said Assistant City Manager shall be the primary coordinator of all communications between the City and the

15.4 Subcontractors

15.4.1 Should the offeror intend to engage the services of any subcontractors regarding the delivery of services set forth herein, the name, address, and qualifications of such subcontractor shall be included in the proposal. Should the offeror include any subcontractors as potentially performing any of the services hereunder, the offeror shall affirmatively acknowledge as part of its proposal that the offeror shall be the sole entity to which the City shall look to for performance of the required services.

15.4 Personnel

15.4.1 The offeror shall include an affirmative statement in its proposal that it shall not knowingly engage in employment of, on any basis, any Board member, consultant, or committee members involved in the preparation of this RFP or in the selection and/or award process of this contract during the award period for this contract. Once an offeror has been selected and a service contract negotiated, the names of those staff members who participated in this RFP process shall be provided to the service provider so that the requirements of this section can be implemented.

15.5 Employment Practices

15.5.1 The offeror shall include an affirmative statement in its proposal shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, political affiliations, or disability. Such action shall include, but is not limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

16.0 PURCHASING, PROCUREMENT AND CONTRACTING

16.1 The offeror shall include an affirmative statement in its proposal regarding the purchasing and/or procurement of any of the items set forth or required in the course of fulfilling the duties set forth in RFP, the offeror shall meet or exceed all laws and requirements regarding the same as set forth by the State of Georgia. Offeror shall also meet or exceed all laws and requirements regarding the same as set forth by the State of Georgia regarding any contracting required in the course of fulfilling the duties set forth in RFP.

17.0 PRICE QUOTATION

17.1 Each proposal shall include a price quote for the required services as set forth herein for the year 2009, and a price for the year 2010. Each year shall be a separate quote and meet the requirements set forth herein. The price quotation for each year shall have provide a summary page containing a total quote for all of the services requested in this RFP and a detail of the quote summarizing the components thereof in a succinct fashion. Said quote shall include a statement of the maximum percentage increase per year for any price escalation for the agreement for the years 2011, 2012, 2013and 2014. This Quotation shall become Exhibit "C" to the Contract attached hereto, if awarded.

18.0 FORMAT OF RESPONSE

18.1 General

18.1.1 A responsive proposal shall be in accordance with Section 3.0 hereof and address each item as set forth in this RFP with specificity.

18.2 Required Sections

18.2.1 The response, shall generally follow the format as set forth below, however, the CFD shall, at its discretion, waive any deviation from this format should the offeror present an

alternate format which provides sufficient detail and addresses all of the requirements as set forth in this RFP:

- 18.2.1.1 Response to Section 2.0 et seq. Request for Offeror Qualifications/Assurances.
- 18.2.1.2 Presentation of proposed scope of services to conduct City Administrative, Financial and Community Service Requirements as set forth in Section 4.0 through 14.0 et seq.
- 18.2.1.3 Proposed staffing requirements as set forth in Section 15.0 Et.seq. The response should include a proposed organizational chart setting out the structure of the offeror's staffing plan and all other requirements as set forth in said section in detail.
- 18.2.1.4 A detailed start-up plan setting forth steps the offeror would take in order to meet all of the requirements for services and duties as set forth in this RFP on the date of the Award of the Contract by the City, should the City determine to award the same. The start-up plan should discuss with specificity how the proposal will meet the needs of the City. The plan should describe how the transition from DeKalb County, Georgia to the offeror would be accomplished. The offeror should include start-up costs when calculating the prices submitted in the Price Quotation.

18.2.2 Of the 15 copies of the complete proposal, the proposal letter on one should contain the original manual signature of the person submitting the proposal on behalf of the offeror. All 15 copies should also contain the signer's name and title typed. The proposal letter shall clearly identify the complete legal name of the offeror. Each person signing a proposal certifies that he/she is the person in the offeror's organization authorized to make the proposal. The signer shall provide his/her affiliation with the offeror, address, telephone and fax numbers.

19.0 **EVALUATION AND SELECTION PROCEDURE**

19.1 **General**

19.1.1 The Citizens for Dunwoody will evaluate and select between the offerors in accordance with Georgia law.

19.2 **Method of Evaluation**

19.2.1 The Citizens for Dunwoody will rank the proposals by virtue of a points system with points being awarded in four (4) categories as follows: (1) Qualifications and Experience, (2) Previous Experience with Similar Services and Duties, (3) Start-up and Implementation Plan, and (4) Financial.

19.2.2 The Citizens for Dunwoody will award One Hundred (100) potential points based on the offeror's previous qualifications and experience including a review of all of

the information and documentation requested in Section 2.0 et seq. above.

19.2.3 The Citizens for Dunwoody will award One Hundred (100) potential points based on the offeror's previous experience in providing similar services and duties including a review of all of the information and documentation requested in Section 2.0 et seq. above.

<u>Service/Function</u>	<u>Point Scale</u>
Management of multi-function contracts	0 to 5
Administration	0 to 5
Accounting	0 to 10
Court and Police support	0 to 5
Finance	0 to 10
Human Resources	0 to 5
IT	0 to 10
Public Works	0 to 5
Transportation	0 to 10
Streets, Rights-of-Way and Facilities	0 to 5
Parks and Recreation	0 to 5
Capital Improvement Plans	0 to 5
Planning and Zoning	0 to 10
Inspections, Code Enforcement and Permitting	0 to 10

Total

0 to 100

19.2.4 The Citizens for Dunwoody will award Two Hundred (200) potential points based on the quality, detail, timelines and sufficiency of the offeror's start-up and implementation plan to have all of the required duties and services operational on the date of Contract Award by the City should the City decide to award the same. This analysis will also include an overall review of the entire proposal submitted by the offeror for quality, content, and detail.

19.2.5 The Citizens for Dunwoody will award One Hundred and Fifty(150) points to the low bidder of the submitting offerors. Points for offerors submitting higher bids will be awarded in the following manner:

A ratio of the low bid dollars to the higher bid dollars will be calculated and multiplied by 150.

$$\frac{\text{Low Bid}}{\text{Higher Bid}} \times 150 \text{ Points} = \text{Bid points}$$

19.3 **Composite Score**

19.3.1 The sum of the points for (1) Qualifications and Experience, (2) Previous Experience with Similar Services and Duties, (3) Start-up and Implementation Plan, and (4) Financial, will comprise the Composite Score. The maximum Composite Score is 550 Points.

ATTACHMENT A

PROPOSED CONTRACT

BY AND BETWEEN

CITY OF DUNWOODY, GEORGIA

AND

FOR PROVISION OF

**ADMINISTRATIVE, FINANCIAL COMMUNITY SERVICES,
PHYSICAL PLANT, MOTOR VEHICLE, STAFFING, AND
PURCHASING, PROCUREMENT, CONTRACTING SERVICES AND
PUBLIC WORKS, TRANSPORTATION, STREETS, RIGHT-OF-WAY,
FACILITIES, PARKS AND RECREATION, PLANNING AND ZONING,
INSPECTIONS, CODE ENFORCEMENT, PERMITTING**

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the CITY OF DUNWOODY, a Georgia municipal corporation, (the "CITY"), and _____, a Georgia corporation ("Corporation"). For the purposes of this contract, "corporation" and "contractor" are used interchangeably.

WHEREAS, the City is desirous of maintaining a high level of competent professional and economically feasible contract administrative, finance and community services in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, Corporation has agreed to render to the City a continuing high level of professional contract services and the City is desirous of

contracting for such services upon the terms and conditions hereinafter set forth, and

WHEREAS the City is desirous of providing these daily services through a contractual relationship with Corporation,

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

Section 1. PRIOR AGREEMENTS

As of the effective date hereof, all prior agreements between the City and Corporation are terminated and replaced by the terms hereof.

Section 2. GENERAL SERVICES

2.1 Corporation shall provide to City for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent services, within and throughout the corporate limits of City to the extent and in the manner hereinafter described

2.2 The City hereby engages Corporation to provide, and Corporation hereby agrees to provide, all of the services described herein and in the "Scope of Services," attached hereto as Exhibit A and incorporated herein by reference.

2.3 The parties recognize that this Agreement is intended to provide flexibility to the City in order to meet its evolving challenges. Therefore, the Corporation shall provide any and all staffing to a level necessary to all said personnel to provide professional, competent services to the City as required under this Agreement.

2.4 Corporation agrees to provide City all services and personnel necessary to fulfill the obligations of Corporation under this contract.

2.5 Except as otherwise hereinafter specifically set forth, such professional services shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments (other than those provided by other contract providers) in accordance with the Charter of the City, and the Statutes of the State of Georgia.

2.6 In collaboration with the city Manager, corporation shall construct performance measurements to provide an appropriate evaluation of the services being provided to the City under this contract. The measurements shall be completed by the end of the twelve months beginning with the date of the contract.

2.8 Corporation shall, at all times, foster and maintain harmonious relationships with the members of the City Council, all employees of the City, all employees of the City's contract services providers and all City's residents, and shall represent the city in the best light possible.

2.9 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

2.10 The President and/or Chief Executive Officer of Corporation shall be available to meet with the City Manager at City Hall on an annual basis and at any other times at the request of the City Manager.

Section 3. FINANCIAL SERVICES

3.1 Corporation shall follow the procedures established by the City Manager for withdrawal, transfer and disbursement of City funds.

3.2 Corporation shall maintain all financial records in accordance with all applicable laws and guidelines for municipal accounting, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all financial information and reports requested by the City Manager.

3.3 Corporation shall ensure that the City complies with all requirements regarding audits, and shall assist the City in procuring an auditor in compliance with all applicable laws and procedures.

3.4 All investments shall be made pursuant to any and all investment policies approved by the City Council in accordance with Georgia Statutes.

3.5 Corporation shall prepare and follow risk management policies and procedures, as adopted by the City Council.

3.6 Corporation shall take advantage of all available discounts on purchases and invoices for City purchases except when Corporation deems it is more favorable to the City based upon cash management practices.

3.7 Corporation shall promptly pay all City bills in accordance with Georgia law and sound business practices.

3.8 Corporation shall assist the City in finding and applying for various grants and in fulfilling all obligations that accompany such grants.

3.9 On or before the fifteenth day of each month, Corporation shall prepare and deliver to the City Manager a monthly financial statement for the prior month.

3.10 On or before October 1 of every year, Corporation shall prepare and deliver to the City Manager an annual inventory of all City owned tangible personal property and equipment in accordance with all applicable rules and standards.

Section 4. ADDITIONAL SERVICES

4.1 Corporation shall provide to the City, upon the request of the City Manager and the availability of resources, such additional services as may from time to time be needed at the discretion of the City.

4.2 If such additional services can be rendered with available staff and resources then the cost of such additional services shall not be borne by the City.

4.3 If such additional services require additional staff and resources then the cost of such additional services shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

4.4 Corporation may provide management of capital improvements and engineering services (provided, however, Corporation acknowledges that it is responsible for certain engineering services encompassed in that certain Agreement for Administrative, Financial Community Services, Motor Vehicle, Staffing, And Purchasing, Procurement And Contracting Services executed contemporaneously herewith) as set out in the Scope of Services attached hereto as Exhibit A. Both Parties agree that Corporation's duties under this Agreement are limited to the coordination for capital improvement programs and procurement and program management for small projects (i.e., estimated procurement contract value of under \$50,000 although final decision will be based upon the complexity of said project), unless otherwise agreed upon between the Parties. Corporation's duties do not include the program management of the large or complex projects (those projects outside of the above definition of small projects) which would be outside the Scope of Services herein and, accordingly, handled through an additional services authorization and change to the Agreement as per Section 4 of this Agreement. Subject to all other requirements contained herein, the parties agree that if requested to conduct program management of the operations of a capital improvement project, Corporation may provide for such services to be completed by either Corporation, an affiliate of Corporation, or second tier subcontractor.

4.5 MAINTENANCE. REPAIR AND CAPITAL IMPROVEMENTS

4.5.1 Corporation shall provide for ordinary maintenance of City assets and infrastructure in the course of its duties under this Agreement as per Exhibit A, Scope of Services. Such ordinary maintenance shall be performed to the extent of the capabilities of the project staff during normal business hours. For the purposes of this Agreement, the definition of ordinary maintenance shall be: the routine/repetitive activities required for operational continuity, safety, and performance of City assets or infrastructure.

4.5.2 Corporation shall provide for repair of City assets and infrastructure in the course of its duties under this Agreement as per Exhibit A, Scope of Services. For the purposes of this Agreement, the definition of repair shall be: the cost of non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from the failure or to avert a failure of the equipment, vehicle, roadway, or facility or some component thereof. The parties agree that such repair work shall be limited to \$50,000 annually unless otherwise specified in the Scope of Services or unless and in the event Corporation is responsible for the needed repairs through its failure to perform routine maintenance or because of any intentional acts of the Corporation's employees. The parties further agree that Corporation is authorized pursuant to this Agreement to immediately perform emergency repair services which may fall outside of the Scope of Services hereto to address unforeseen issues of safety and welfare which may arise, provided, however, Corporation and shall notify the City Manager of the existence of, and the scope of, any such emergency repair as soon as feasible based upon the circumstances, but in no event later than within twenty-four (24) hours of receipt of notification of such emergency repairs.

4.5.3 A capital improvement is defined as, any work or materials applied to an existing asset that restores that asset or infrastructure to a "like new" condition and/or improves the performance and/or reliability levels of the asset beyond the capabilities of the original installation or performs a duty or service that was not previously provided. The Corporation's duties under this Agreement do not encompass payment for capital improvements to assets of the City unless so agreed to between the parties.

Section 5. HOURS OF OPERATION

5.1 Corporation shall maintain fully staffed business hours equal to, but not less than, the City's business hours of 8 AM to 5 PM, Monday through Friday, with the exception of the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas
And any other days that the City shall designate

5.2 For all City related matters, Corporation shall use the address of Dunwoody City Hall, including both incoming and outgoing mail.

Section 6. EQUIPMENT AND LABOR

6.1 Corporation shall furnish to and maintain for the benefit of the City, without additional cost, all necessary labor, supervision, equipment (including motor vehicles excluding, however, any specialized service related emergency vehicles such as Police and/or Fire Emergency Vehicles) necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder. In the event of emergencies or natural disasters, Corporation shall, immediately and on an on-going basis, supply its usual and customary personnel to ensure continuing operation of all services

provided by Corporation and to satisfy all County, State and Federal administrative requirements.

6.2 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any Corporation or personal purposes.

6.3 All City owned vehicles and equipment utilized by Corporation employees shall be maintained in strict accordance with manufacturer's recommended maintenance, and Corporation shall keep full records of all maintenance. All City vehicles shall be kept clean, free of damages and in safe operating condition. All City vehicles shall be used in strict conformance with the Vehicle Use Policy attached hereto as Exhibit B.

6.4 Corporation shall comply with all OSHA and other applicable standards for work place safety. Corporation shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

6.5 During regular business hours, all telephones at Corporation shall be answered by human, not automated, attendants.

Section 7. CORPORATION EMPLOYEES

7.1 All personnel employed by Corporation in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Corporation employees (the "Corporation Employees").

7.2 Corporation shall be solely responsible for all compensation benefits, insurance and rights of the Corporation employees during the course of employment with Corporation. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 et seq., or any other amenities of employment to any of the Corporation Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

7.3 In conformance with standards established by City, Corporation shall have and maintain the responsibility for and control of the rendition of the services, the standards of performance, the discipline of the Corporation Employees and other matters incident to the performance of the services, duties and responsibilities as described and contemplated herein.

7.4 In order to perform its obligations hereunder, certain Corporation Employees will be assigned to work full-time for the City (the "Designated Employees"). The Designated Employees shall work for the City full-time and shall perform no work for other Corporation clients. Prior to assigning any Designated Employees to the City, Corporation shall subject each prospective Designated Employee to a full background check, including a driver's license review.

7.5 The Corporation Employees shall wear attire with the logo of the City when, and only when, they are performing services for the City, except as otherwise directed by the City Manager.

7.6 The City Manager shall have the right to require Corporation to transfer any of the Designated Employees out of the City, for any reason or no reason. Other than the Assistant City Manager (which is governed by Section 8 below), Corporation agrees to transfer any of the Designated Employees immediately upon notification by the City Manager. The City Manager shall have the right to prohibit any Corporation Employee that is not a Designated Employee from performing any work for the City, and shall also have the right to limit, in any manner, the work done for the City by and Corporation Employee that is not a Designated Employee.

7.7 Corporation shall have the discretion to transfer or reassign any personnel out of the City for the following reasons:

- a. Situations where an employee requests a transfer in order to accept a promotion or special assignment, which has been offered to him or her by Corporation upon his or her special education qualifications or career path;

- b. Disciplinary reasons;
- c. Failure of an employee to meet Corporation performance standards;
- d. At the request of the employee.

In the event Corporation transfers or reassigns any employee for the above stated reasons, Corporation shall provide the City Manager with prompt written notice of such transfer or reassignment and explain the basis of the reassignment. Corporation shall not transfer or reassign any of the Corporation Employees for any other reason unless the City Manager concurs prior to any transfer, which concurrence shall not be unreasonably withheld. Any personnel, transferred or reassigned out of the City, pursuant to this subsection, shall not occur without first filling the vacated position as authorized by the City Manager, which shall not be unreasonably withheld.

Section 8. PROGRAM MANAGER

8.1 The Program Manager shall be an executive level person with the offerer. This position is not required to be full time, but is intended to provide general supervision and to assure that adequate resources are being provided to fulfill the terms of the contract.

ASSISTANT CITY MANAGER

8.2 The Assistant City Manager shall, among other duties specified by the City Manager:

- a. Act as liaison between the City and Corporation;
- b. Attend staff meetings, City Council meetings and any agenda meetings, at which attendance by the

Assistant City Manager is deemed necessary by the City Manager. Attend other County and State agency meetings and forums as required by the City Manager;

- c. Provide information to City Manager and City Council on all relevant and applicable issues;
- d. Assist the City in all relations with other Contractors;
- e. Serve as the Acting City Manager, at no additional cost to the City, when so designated by the City Manager.

8.3 In the event of a vacancy in the position of the Assistant City Manager, Corporation agrees to make such selections in good faith and in the best interest of the City. The City Manager shall have the opportunity to interview each of the candidates, and no person may be appointed Assistant City Manager without the City Manager's consent, which may be withheld for any reason or no reason, in City Manager's sole discretion.

8.4 In the event the City Manager becomes dissatisfied with the performance of the Assistant City Manager, the City Manager may, in its sole discretion, provide notification to Corporation. Thereafter, representatives of Corporation and the City Manager shall meet to discuss possible remedies of the problems experienced by the City. Corporation agrees to act in good faith in resolving any problems experienced by the City.

Section 9. CONSIDERATION

9.1 The City shall, on a monthly basis, no later than thirty (30) days following the completion of the month, pay to Corporation, in consideration for the stated services and responsibilities, 1/12th of the total amount of yearly compensation for the instant year contained in the Compensation Schedule attached hereto as Exhibit B, including any amendment to said schedule for subsequent years as provided for herein (The "Compensation Amount").

9.2 For each Fiscal Year, beginning January 1, 2011, the Compensation Amount payable to Corporation under the Terms and Conditions of this Agreement shall be in an amount agreed to by the City Manager and Corporation, and approved by the City Council, provided, however, under no circumstances shall the price increase more than NINE percent (9.0 %) over the price of the prior year. Corporation shall provide to the City Manager a proposed new Exhibit B each year along with the proposed budget.

9.3 If, during any fiscal year, there is a reduction in the scope of services as directed by the City Manager, the Compensation Amount shall be reduced by an amount agreeable to the City Manager and Corporation, but in no event shall the reduction be an amount less than the actual cost, allocated overhead and profit to Corporation of providing the eliminated service. If the City Manager and Corporation are unable to agree upon an amount, the reduction in the Compensation Amount shall be equal to the actual cost, allocated overhead and profit to Corporation of providing the eliminated service. The Compensation Amount may not be increased in any fiscal year without the approval of the City Council.

9.4 For the fiscal year beginning January 1, 2009, and 2010, the annual fee for the services pursuant to this Agreement will be \$_____ and \$_____ respectively For years Fiscal Year 2010 and beyond, the Compensation Amount shall be an amount as determined by the following formula:

[CPI x (15% x Baseline Compensation Amount which is the current year compensation to be adjusted)] + [ECI x (85% x Baseline Compensation Amount which is the current year compensation to be adjusted)]

CPI = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month October of the calendar year presently operating in, (South Urban region, Atlanta, GA)

ECI = Compensation for Civilians Workers, Not Seasonally Adjusted (Employment Cost Index) for the third quarter of the calendar year presently operating in as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report.

Such adjustment formula does not take into consideration significant price increases related to gasoline, power, asphalt, fuel, and other commodities or services related to force majeure events. In the event Corporation can demonstrate that significant regional price increases have occurred, that are outside the reasonable control of Corporation, the City and Corporation will engage in good faith efforts to assess the relative impact on the respective variable to the Compensation Amount.

Subject to the foregoing paragraph regarding significant price increases, in no event shall the total upward adjustment of the Compensation Amount pursuant to this section exceed the sum of nine percent (9%) in any given annual period. Further, the Compensation Amount may not be increased in any fiscal year without the approval of the City Council. In addition, should any upward adjustment of the Compensation Amount be negotiated regarding the Agreement, City shall have a similar right to a proportional adjustment upwards of the amounts regarding Corporation's liability for costs, including but not limited to: (1) liability caps for damages and/or fines, (2) repair and maintenance costs, and (3) furniture, fixture and equipment expenditures under this Agreement, which shall all be set out in writing by way of addendum to this Agreement at the time of agreement upon any revised terms.

Section 10. TERM

This Service Agreement shall remain in full force and effect commencing on January 1, 2009 and shall terminate on December 31, 2009.

Section 11. OPTION TO RENEW

This Agreement shall be automatically renewed for a period of five (5) one (1) year terms at the expiration of the initial term, unless the City furnishes Corporation affirmative written notice of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of this Agreement.

Section 12. TERMINATION

12.1 Corporation may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

12.2 City may terminate this Service Agreement in its entirety at its discretion either with or without cause, by giving written notice thereof to Corporation; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by Corporation. City may also terminate this Service Agreement in its entirety, at its discretion with no advance notice, in the event of a transfer of a controlling interest in Corporation (which shall be defined to mean more than 50% of the ownership interest) to a non-related entity. Corporation shall notify the City Manager immediately upon the transfer of a controlling interest in Corporation.

12.3 City may partially terminate this Service Agreement as to any specific service or services provided by Corporation hereunder by giving at least sixty (60) days advance written notice thereof to Corporation specifying the specific service or services that the City desires Corporation to cease performing. Upon a partial termination, the Compensation Amount shall be reduced pursuant to Section 9.3 of this Agreement.

12.4 In the event of termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

Section 13. DEFAULT

13.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Corporation has not performed services on a timely basis;
- b. Corporation has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. Corporation has failed to obtain the approval of the City where required by this Agreement;
- d. Corporation has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

13.2 In the event Corporation fails to comply with the provisions of this Agreement, the City may declare Corporation in default, notify Corporation in writing, and give Corporation fifteen (15) calendar days to cure the default. If Corporation fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 13.3. In the event payment has been made for such professional services not completed, Corporation shall return these sums to the City within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to Sections 11 and 12, its right for damages under Section 13.3, and its right to assign pursuant to Section 38.

13.3 In an Event of Default by Corporation, it shall be liable for all damages resulting from the default.

13.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one

remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

Section 14. TRANSITION

SECTION 14. TRANSITION

14.1 In the event of the full termination for any reason, partial termination or expiration of this Agreement, Corporation and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Corporation to City, or to any other person or entity City may designate, and to maintain during such period of transition the same quality services otherwise afforded to the residents of the City pursuant to the terms hereof.

14.2 In the event of the full termination, partial termination or expiration of this Agreement, the City shall have the absolute right to offer employment to any of the Corporation Employees. If, upon termination for any reason other than default of the Corporation, City exercises its option to assume employment of Corporation's employees as contemplated by this Section 14.2, in addition to the Compensation Amount due to Corporation for the completed services, as prorated pursuant to Section 9.5 herein, City shall pay to Corporation as additional compensation the following as compensation to Corporation for expended funds related to employment, training, benefit packages, start-up and transition costs that Corporation would not be able to recoup:

If termination and assumption of Corporation employees occurs in the first year of this Agreement, City shall pay to Corporation the sum of: (1) 35% for staff with salaries above \$100,000, and (2) 20% for staff with salaries less than \$100,000, for each employee employed by the city. For each subsequent renewal period the percentage due for each assumed employee shall be reduced at 1/6 per year such that there is no payment at the end of the Term. The percentage amounts shall be based upon the then current salaries of the

respective staff members during the contract year in which the termination takes place.

14.3 In the event of the full termination, partial termination or expiration of this Agreement, and in the further event that the City is unable to provide the same level of services at the time of such termination or expiration, the then pending term of this Agreement may be extended by the City for a period of ninety (90) days or until City is capable, in its sole discretion, of rendering such services, whichever occurs sooner. The remuneration to be paid to Corporation during the transition period shall be based upon actual cost of providing such services during the transition period plus a mutually agreed upon fee, provided, however such fee shall not exceed the Compensation Amount which would be due and owing to the Corporation for the provision of said services pursuant to the terms of this Agreement.

14.4 In the event of the full termination, partial termination, expiration of the term or non-renewal of the term, the City may either accept assignment of Corporations' current leases and/or agreements for the project or City may pay any associated buy-out or termination charges, provided, however, prior to entering into any leases or agreements after the effective date of this Agreement which contain buy-out provisions or termination charges in excess of \$1,000.00, Corporation shall submit the terms of the same to the City Manager for approval in writing prior to entering into such lease or agreement. Corporation has provided City with a list of all leases and agreements entered into by Corporation and City hereby approves such.

14.5 The following terms apply to vehicles assets leased by Corporation during the term of this Agreement:

a. Corporation will enter into a lease agreement with _____ for the vehicles required for performance of the services under this Agreement for the City's benefit.

b. Corporation will be responsible for maintaining the required insurance for the leased assets.

c. The Compensation Amount under Section 9 has provided for reimbursement to Corporation for the monthly lease amounts.

d. Under Corporation's lease with _____, after the initial twelve (12) months Corporation has the option to continue to lease the vehicles on a month to month basis; return the vehicle(s) to_____; or purchase the vehicle(s). Any time after the initial twelve (12) months, City may request to purchase the vehicle at Corporation's cost plus a transfer fee and applicable taxes, at which point Corporation will exercise its purchase option with _____.

Section 15. INDEMNIFICATION

15.1 Corporation shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Corporation, its officials, agents, employees or subcontractors in the performance of the services of Corporation under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

15.2 Corporation acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section 16, Insurance.

Section 16. INSURANCE

16.1 Corporation shall not commence work under this contract until Corporation has obtained all insurance required under this paragraph and such insurance has been approved by the City Manager.

16.2 Corporation shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 et. seq. Corporation shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Corporation shall make available for inspection copies of any claims filed or made against any policy during the policy term. Corporation shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$5,000 during the policy term.

16.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager or designee prior to the commencement of the work. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on all insurance policies. Corporation agrees to furnish City with at least thirty (30) days prior written notice of any cancellation of any insurance policy required under this Agreement.

16.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Corporation shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Corporation shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

16.5 The costs of all policies of insurance required hereunder shall be the obligation of Corporation and the City shall in no way be responsible therefore.

16.6 City shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by City to adequately insure the City's liability assumed herein, but in no event shall coverage be less than the amount of statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Agreement, and unless otherwise agreed, City will provide at least thirty (30) days prior written notice to Corporation.

16.7 Corporation shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

16.7.1. Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by statute, et. Seq

16.7.2 Comprehensive Automobile and Vehicle Liability Insurance with 5 Million Dollars (\$5,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Corporation owned or leased motor vehicles, including onsite and offsite operations.

16.7.3 Commercial General Liability Insurance with limits of 5 Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Corporation undertaken to provide services for the City as required in this Agreement or omission of Corporation or any of its employees, or subcontractors.

16.7.4 Professional Liability Insurance with limits of 5 Million Dollars (\$5,000,000) per occurrence and in the aggregate.

16.7.5 Excess Liability Insurance with limits of 45 Million Dollars (\$45,000,000).

16.8 City shall warrant that the following insurances are carried throughout the term of the Agreement, and shall provide Corporation with Certificates of Insurance to demonstrate compliance with this provision:

16.8.1 Property Damage Insurance for all property including City supplied vehicles and equipment for the full fair market value of such property.

16.8.2 Liability Insurance for all motor vehicles and equipment provided by City and operated by Corporation under this Agreement.

16.9 City and Corporation will insure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against

the other, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

16.10 Corporation shall be responsible for maintaining this professional liability insurance for a minimum of two (2) years from the date of expiration of this Agreement. Upon request of City, Corporation shall make available for inspection copies of any claims filed or made against any policy during the policy term. Corporation shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made as it relates to the scope of services provided under this Agreement against any policy in excess of \$25,000 during the policy term.

16.11 City shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by City to adequately insure the City's liability assumed herein, but in no event shall coverage be less than the amount of statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Agreement, and unless otherwise agreed, City will provide at least thirty (30) days prior written notice to Corporation.

16.12 Corporation shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is less) to be supplied to City within thirty (30) days of execution of this Agreement.

Section 17. CONFLICTS OF INTEREST/COLLUSION/CONTINGENT FEES

17.1 Corporation shall not review or perform any services regarding any application made to the City by any client of Corporation, unless the services Corporation performs for such client are unrelated to the City. In such instance, Corporation shall disclose the relationship immediately to the City Manager, who may retain an alternate to Corporation for those services. If

the services relate to a fixed fee service, the fees for the alternate to Corporation shall be deducted from the fixed fee paid to Corporation.

17.2 Neither Corporation nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Corporation's loyal and conscientious exercise of judgment related to its performance under this Agreement.

17.3 Neither Corporation nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

17.4 Corporation shall not collude or enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which may be withheld at the City Manager's sole discretion.

17.5 Corporation warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Corporation, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Corporation, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 18. POLICY OF NON-DISCRIMINATION

Corporation shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Corporation shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political

affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Section 19. DRUG FREE WORKPLACE

Corporation shall maintain a Drug Free Workplace.

Section 20. INDEPENDENT CONTRACTOR

Corporation, for the purposes of this Service Agreement, is and shall remain an independent contractor; not an employee, agent, or servant of the City. Personal services provided by Corporation shall be by employees of Corporation and subject to supervision by Corporation, and not as officers or employees of City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Corporation.

Section 21. COSTS AND ATTORNEY'S FEES

If the City is required to enforce the terms of this Agreement by arbitration or otherwise, the Contractor shall pay the actual attorney's fees and costs of both the City and the Contractor.

Section 22 RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

22.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

22.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public.

Such use shall be without any additional payment to or approval by Corporation. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

22.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Corporation shall not include in the data any copyrighted matter unless Corporation obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Corporation to use such copyrighted matter in the manner provided herein.

22.4 If this Agreement is terminated for any reason prior to completion of the work, the City may, in its discretion, use any design and documents prepared hereunder.

Section 23. COMPLIANCE WITH LAWS; ADVICE OF OTHER PROFESSIONALS

23.1 Corporation shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

23.2 Corporation acknowledges that the City is advised by its City Attorney and that, on all legal matters, Corporation shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

23.3 Corporation acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Corporation shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

Section 24. OWNERSHIP OF WORK PRODUCT DOCUMENTS

24.1 All work product prepared by Corporation for the City shall immediately become the property of the City.

24.2 Corporation understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Corporation or which is otherwise obtained or prepared by Corporation under the terms of this Agreement is and shall at all times remain the property of the City.

Section 25. AUDIT AND INSPECTION RIGHTS

25.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Corporation under this Agreement, audit, or cause to be audited, those books and records of Corporation that are related to Corporation's performance under this Agreement. Corporation agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Corporation shall make all necessary books and records available for audit in DeKalb County, Georgia.

25.2 The City may, at reasonable times during the term hereof, inspect Corporation's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Corporation under this Agreement conform to the terms of this Agreement. Corporation shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

Section 26. WARRANTIES OF CORPORATION

Corporation hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the Services.

Section 27. PUBLIC RECORDS

Corporation understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provision of O.C.G.A. §50-14-1 et seq., and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Corporation's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. Corporation agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. 50-18-92 et. seq., and the Georgia Administrative Code.

Section 28. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

Section 29. HEADINGS

Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

Section 30. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 31. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement and any amendments negotiated between the corporation and the City before the actual awarding of the contract shall prevail.

Section 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

Section 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between Corporation and City, and all negotiations and oral understandings between the parties are merged herein.

33.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

33.3 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

33.4 An arbitrator or court shall enforce the terms of this agreement. In the event of a dispute concerning the terms of the agreement, if the arbitrator or court determines, after applying all applicable rules of construction, that the terms of this agreement are ambiguous, then the arbitrator or court may look to the negotiations and communications between CFD and the Contractor prior to and concurrent with the execution of this agreement to determine the intent of the parties hereto.

Section 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 35. EQUIPMENT APPRAISAL AND TRANSFER

35.1 In the event of full termination, partial termination or expiration of this Agreement, City shall have the option to purchase from Corporation any piece of equipment, directly attributable to or in use by Corporation in the City at the time of such termination or expiration in connection with the services contemplated herein, or, as to a partial termination, in connection with the eliminated services.

35.2 The purchase price for such equipment shall be determined by mutual agreement of the parties as to the fair market value of such equipment.

35.3 Upon the exercise by the City of its option to possess the subject equipment, Corporation shall convey within ten (10) days or upon such other mutually agreed time, all of its rights, title and interest, thereto, to the City by Bill of Sale Absolute or Certificate of Title, as applicable.

Section 36. AUTHORITY TO EXECUTE: NO CONFLICT CREATED

36.1 Corporation by execution hereof does hereby represent to City that Corporation has full power and authority to make and execute this Service Agreement, to the effect that:

- a. The making and execution hereof shall create a legal obligation upon Corporation, which shall be legally binding upon Corporation.
- b. The same shall be enforceable by the City according and to the extent of the provisions hereof.

36.2 Nothing contained or any obligation on the part of Corporation to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Corporation pursuant to the laws of the State of Georgia.

36.3 Corporation shall perform this Agreement only under the name of _____.

36.4 The City Manager, Mayor and City Clerk, by their respective executions hereof, do each represent to Corporation that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the City, pursuant to the Resolution of the City Council of the City..

36.5 Nothing herein contained is intended in any way to be contrary to or in contravention of the Charter of the City. In the event of a conflict, the Charter shall control.

Section 37. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

For Corporation

For City:

Section 38. ASSIGNABILITY

Corporation shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City Council of the City, which consent must be evidenced by a duly passed Resolution. This

contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Corporation. Notice of Assignment shall be mailed via U.S. Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive the same at the addresses noted in Section 37. In the event that the City exercises its option to assign this agreement pursuant to this section, the City is not obligated to provide the Notice of Termination identified in Section 12 of this contract. However, Corporation shall coordinate and cooperate with the City as may be required for expeditious and efficient assignment of service pursuant to this article. In addition, Corporation shall transition this contract pursuant to this section in accordance with Section 14 of this Agreement.

Section 39. NEGOTIATION

The parties acknowledge that the terms of this Agreement were jointly negotiated and drafted between the parties, that both parties were represented by attorneys and that, in the case of any dispute regarding the terms of this Agreement, the terms should not be construed in favor of or against either party.

Section 40. BINDING EFFECT

This agreement shall inure to the benefit of and be binding upon the respective parties' successors.

SECTION 41. DISPUTES

41.1 To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Service Agreement or out of the performance of this Service Agreement, each party shall appoint one representative to serve on a Management Board. The Management Board will resolve any issues that arise from the Service Agreement that cannot be resolved from the project management level. The party believing there is a controversy or dispute shall put such notice in writing and deliver to the other party. Such demand shall be filed within a reasonable time after the dispute or claim has

arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run. The Management Board shall convene to discuss such notice and shall make a good faith effort to resolve any issues within a period of thirty (30) days of its receipt.

41.2 If a compromise is not negotiated within sixty (60) days of the written notice then in that event the parties shall refer the matter to non-binding mediation using a mediator agreed to by both parties. If the parties can not come to an agreement after the non-binding mediation, any and all disputes arising out of or relating to this agreement, including a breach hereof, shall be resolved using the Commercial Arbitration Rules of the American Arbitration Association then in effect shall govern the proceedings. The parties agree this Agreement specifically acknowledge and agree that this contract evidences a “transaction involving commerce” under the Federal Arbitration Act, and that this agreement to arbitrate shall be governed by the Federal Arbitration Act.

41.3 Unless otherwise agreed in writing, Contractor shall continue to provide services during any dispute resolution proceedings. If Contractor continues to perform, City shall continue to make payments in accordance with this Agreement. During the period the parties are in dispute resolution proceedings, City may not terminate this Agreement as a result of a default as per Section 13, provided, however, the obligation not to terminate shall not constitute a waiver of any breach of the Agreement.

AGREEMENT BY AND BETWEEN CORPORATION AND THE CITY OF SANDY SPRINGS FOR CONTRACT SERVICES AS SET FORTH HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CORPORATION

By: DATE

ATTEST

DATE

CITY OF DUNWOODY

By: DATE
Mayor and Chair

By: DATE
City Manager

By: DATE
City Clerk

Approved as to form and legal
Sufficiency subject to execution
by the parties

By:
City Attorney

DATE

**CONTRACT BY AND BETWEEN CORPORATION AND
THE CITY OF DUNWOODY**

INDEX TO EXHIBITS

Exhibit "A" Scope of Services

Exhibit "B" Compensation Schedule Year One

Exhibit "C" Compensation Schedule Year Two

EXHIBIT "A"

SCOPE OF SERVICES

Services described in this Exhibit A will be delivered in a manner that is consistent with reasonable municipal management practices as compared with municipalities of similar size in the State of Georgia.

The Corporation will provide sufficient staff, including contractor and subcontractor personnel, to provide the services described in this Exhibit A. It is recognized that the project staffing may fluctuate due to seasonal or other conditions to meet the service demands. It is envisioned that the average annual staffing levels will be approximately _____ full-time equivalent (FTE) , to deliver the intended services consistent with reasonable municipal management practices as compared with municipalities of similar size in the State of Georgia. If there are scope of service modifications or the services require significant additional staffing levels, such changes will be handled as per Section 4 of the Agreement. As discussed in the contract, the Corporation reserves the right to rearrange such positions as appropriate to address capacity and capability issues

for the services under this Agreement. Per Section 2.3 of this Agreement, the Corporation has the ability to reallocate resources.

The Corporation has provided references to FTEs in this scope of services to establish a level of effort consistent with reasonable municipal management practices. The Corporation shall allocate resources among the scopes of services in this document and the RFP to which it is attached

Unless otherwise noted, the Corporation is not responsible for providing security services.

The services to be provided are described in the following sections.

1.1 **ADMINISTRATIVE SERVICES**

Administrative services shall include, but not be limited to the following.

1.1.1 **Contract Administration**

- 1.1.1.1 Assist the City Manager in negotiating City contracts, as directed by the City Manager.
- 1.1.1.2 Advise the City Manager on the status of negotiations as well as contract provisions and their impacts on the City.
- 1.1.1.3 Make recommendations on contract approval, rejection, amendment, renewal, and cancellation, as directed by the City Manager
- 1.1.1.4 Provide contract administration and supervision of all contracts, as directed by the City Manager.
- 1.1.1.5 Ensure ongoing protection of City interests.

1.1.1.6 Ensure compliance with all laws related to bidding, contracting and purchasing as set forth in the State of Georgia.

1.1.1.7 Assist and coordinate any necessary grant applications and submissions as directed by the City Manager.

1.1.2 Policy Implementation

1.1.2.1 Research current and likely future trends impacting the City.

1.1.2.2 Prepare administrative and financial analysis of all available options.

1.1.2.3 Attend all City Council meetings, hearing and agenda meetings, as directed by the City Manager.

1.1.2.4 Assist City Manager with identification of significant policies and analyze their administrative and financial impacts.

1.1.2.5 Prepare plans and procedures to ensure implementation of the City Council policies and directives, as directed by the City Manager.

1.1.2.6 Prepare status reports to advise the City Manager of the progress and results of public policy implementation.

1.1.3 Daily Communications

1.1.3.1 Respond to all inquires as directed.

1.1.3.2 Prepare correspondence regarding City affairs for the City Manager and City Clerk, as requested.

1.1.3.3 Ensure compliance with all Open Records and Open Meetings laws as set forth in O.C.G.A. § 50-14-1 et seq. and O.C.G.A. § 50-18-70 et seq. respectively.

1.1.4 **Customer Service**

1.1.4.1 Provide first-tier response to customer inquiries.

1.1.4.2 Establish response protocols and direct customers to the appropriate party.

1.1.5 **Departmental Support**

1.1.5.1 Provide overall administrative support of all City functions and departments.

1.1.6 **Clerking Support**

1.1.6.1 Record and transcribe all City Council meetings, hearing and agenda meetings.

1.1.6.2 Assist City Clerk during Council meetings, take attendance, record motions and votes taken, and swear in witnesses of others presenting testimony to the Council.

1.1.6.3 Assist in the review of documents to be presented to the Council, as directed by the City Manager.

1.1.6.4 Upon City Clerk's absence, authenticate all City documents by appropriate signatures and City Seal.

1.1.6.5 Retain public records and make them available for inspection by the public, in conformance with Georgia Law.

1.1.6.6 Prepare all Council meeting agendas.

1.1.6.7 Publish all appropriate public notices.

1.1.6.8 Serve administrative needs of any and all Boards, Authorities or other entities established by the City for the furtherance of City objectives.

1.1.7 **Records Management**

- 1.1.7.1 Implement and maintain a custom-designed, state-of-the-art Document Management System to facilitate creating and saving all documents into the system (Word & Excel), then archiving these documents.
- 1.1.7.2 Improve employee productivity, collaboration, and document security by allowing the users to search for documents by profile information, content, person who created them, or even last person to edit the document. Users may also modify a previously created document for their use while leaving the original document unmodified.
- 1.1.7.3 Provide sufficient document scanning stations in City Hall so that any and all paper documents such as signed contracts, ordinances, resolutions, and other important City documents may be imported into the Document Management System using the Document Scanning Station.
- 1.1.7.4 Protect integrity of all public records in accordance with the requirements of State law.
- 1.1.7.5 Promote sharing of information and collaborative work between all City staff.
- 1.1.7.6 Provide an application server that will store and manage required data.
- 1.1.7.7 Provide and maintain access to data to other City contract providers as necessary.
- 1.1.7.8 Design state-of-the-art storage strategies and systems for all public records. Implement and coordinate the transfer of any and all necessary data, records, or other materials from DeKalb County, Georgia as necessary for the operation of the City.

1.1.8 Public Relations

- 1.1.8.1 Maintain continuous dialog and communications with City residents with timely updates, as directed by the City Manager.
- 1.1.8.2 Promote City policy, programs and achievements.
- 1.1.8.3 Serve as a liaison with residents, civic groups and other governments, as directed by the City Manager.
- 1.1.8.4 Document important City events for future use in City-developed publications.

1.1.9 Annual Reports

- 1.1.9.1 Develop a graphical and thematic design theme for the Annual Report, for approval by the City Manager.
- 1.1.9.2 Coordinate with the graphic designers, photographers, editors and others as necessary.
- 1.1.9.3 Provide effective written and non-written communications to reflect the year's message and inform residents of the City's actions and achievements.
- 1.1.9.4 Produce, print and deliver the annual reports to City residents.

1.1.10 City Website

- 1.1.10.1 Design and host the City website containing City contact information, statistics, history, departmental and facility description, Council meeting schedule, meeting agendas, agenda packages, minutes, City Codes, notices, and City in pictures and multimedia.

1.1.10.2 Update the site daily to post latest agendas, packages and minutes, notices, etc. and redesign the site annually.

1.1.10.3 Publish City-provided GIS database interface on the website.

1.1.11 City Newsletter

1.1.11.1 Provide text, pictures, graphics, maps, exhibits, etc. as necessary for the quarterly newsletter.

1.1.11.2 Coordinate with the publishers to produce a useful, informative, timely and attractive publication.

1.1.11.3 Produce, print and deliver a quality newsletter to all City residents.

1.1.12 Program Presentation

1.1.12.1 Publish studies, reports and analysis for staff and public presentation, as directed by the City Manager.

1.1.12.2 Prepare various media presentations of City programs to the staff and general public, as directed by the City Manager.

1.1.13 Information Technologies and Telephone Systems

1.1.13.1 Provide, install and maintain state-of-the-art information technology, software and hardware sufficient to efficiently satisfy all City needs.

1.1.13.2 Provide a state-of-the-art domain network to account for handling future growth and technologies.

1.1.13.3 Provide, install, configure and maintain a state-of-the-art server at City Hall and all City offices to improve performance ensure against data loss and minimize potential down time.

- 1.1.13.4 Provide centralized management of all network resources and a central location for the storage of the City's documents.
- 1.1.13.5 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.
- 1.1.13.6 Provide, configure and maintain eight (10) state-of-the-art laptop computers to the members of the City Council (7), City Manager (2), and City Clerk (1).
- 1.1.13.7 Provide, install, configure and maintain state-of-the-art computer workstations, as needed.
- 1.1.13.8 Provide digital phones and remote connections for park sites.
- 1.1.13.9 Maintain software and hardware uniformity and interchangeability among users.
- 1.1.13.10 Provide, install and maintain sufficient network laser printers to efficiently conduct all City business.
- 1.1.13.11 Maintain a three-year replacement program for all computers and equipment.
- 1.1.13.12 Provide, install and maintain state-of-the-art network cabling/data line system for communications, networking and data sharing.
- 1.1.13.13 Provide, install, configure and maintain servers in support of utility functions.
- 1.1.13.14 Provide all users with Internet and e-mail connections on a separate server for internal and external communications and common contact lists and scheduling.

1.1.13.15 Archive all e-mails in compliance with State retention requirements.

1.1.13.16 Provide, install and maintain a state-of-the-art telephone system in all City facilities with sufficient lines and features to satisfy all needs of the City.

1.1.14. Databases – Municipal Management Software

1.1.14.1 Provide, install, configure and maintain a state-of-the-art database program to manage the City's occupational and business license functions

1.1.14.2 Coordinate the procurement, installation, configuration and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.

1.1.15 Court Services

1.1.15.1 Provide all aspects of court record keeping and reporting as required by law and sound practices including but not limited to maintenance of calendars, recording of sentences and dispositions, coordination with probation services, coordination of collection of fees, fines and surcharges.

1.1.15.2 Provide adequate administrative personnel for Court hearings.

1.1.15.3 Oversee and maintain all systems required for fee, fine and surcharge accounting, reporting and remittance.

1.1.16 Police

1.1.16 Provide administrative and clerical assistance in all aspects of police department record keeping and reporting as required by law and sound practices in coordination with City authorities.

1.1.17 Fire

1.1.17 Provide administrative and clerical assistance in all aspects of fire department record keeping and reporting as required by law and sound practices in coordination with City authorities.

1.1.18 **Election Support**

1.1.18.1 Coordinate municipal and special elections as required, including but not limited to addressing polling station issues, preparation of ballot questions, or other related issues arising from election matters.

1.1.19 **Solid Waste**

1.1.19.1 Manage and coordinate all aspects of agreements with solid waste providers.

1.2 **FINANCIAL SERVICES**

Financial Services shall include, but not be limited to the following.

1.2.1 **Revenue Collection**

1.2.1.1 Coordinate with local, state and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions.

1.2.1.2 Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with the City programs.

1.2.1.3 Recommend enforcement actions to the City Manager to induce payment in accordance with the City's policies and procedures.

1.2.1.4 Prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections and

submit the reports to the City Manager no later than the tenth day of the following month.

- 1.2.1.5 Maintain a City address list for the Department of Revenue to ensure that the City obtains all shared revenues to which it is entitled.

1.2.2 **Capital Program Administration:**

- 1.2.2.1 Coordinate with the designated city representatives the capital needs of the City.
- 1.2.2.2 Obtain financing if necessary and maintain proper fund accounting procedures.
- 1.2.2.3 Administer and implement capital program financing.

1.2.3 **Investment Services**

- 1.2.3.1 Recommend investment policies and procedures pursuant to State law.
- 1.2.3.2 Invest City funds per approved policies.
- 1.2.3.3 Produce timely investment reports stating the effectiveness of the chosen investment policy.

1.2.4 **Fund Accounting**

- 1.2.4.1 Establish Fund Accounting System in accordance with Governmental Accounting Standards Board (GASB), the Uniform Accounting System prescribed by Department of Community Affairs and the rules of the Georgia Department of Audits and Accounts.
- 1.2.4.2 Prepare reports for Department of Community Affairs and State Revenue Department and distributions.

1.2.4.3 Prepare all other financial reports as required by applicable law and accounting standards.

1.2.5 **Accounts payable/receivable**

1.2.5.1 Administer the purchase order system and make timely payment of all invoices.

1.2.5.2 Coordinate tax collection, franchise fees, utility taxes and all other receivables.

1.2.6 **General fixed asset accounting**

1.2.6.1 Account for assets constructed by or donated to the City for maintenance.

1.2.6.2 Inventory City property in accordance with GASB and the Georgia Department of Audits and Accounts.

1.2.7 **Budgeting:**

1.2.7.1 Prepare and submit to the City Manager annual budgets per GASB standards.

1.2.7.2 Liaison with all City departments for annual budget categories.

1.2.7.3 Provide material for and attend all budget meetings, hearing and agenda meetings.

1.2.7.4 Coordinate with other departments and governmental entities as necessary.

1.2.7.5 Present findings in oral, print, multimedia, and web-based forms.

1.2.8 **Forecasting:**

- 1.2.8.1 Prepare detailed financial forecasts and analysis.
- 1.2.8.2 Identify trends and analyze their impact upon City's finances, operations and capital.
- 1.2.8.3 Develop policy and action recommendations.
- 1.2.8.4 Coordinate with other departments and governments.
- 1.2.8.5 Present findings in oral, print, multimedia, and web-based forms.

1.2.9 **Comprehensive Annual Financial Report (CAFR):**

- 1.2.9.1 Prepare the Annual Financial Report for Units of Local Government, in accordance with Generally Accepted Accounting Principals as defined by the Government Finance Officers Association.

1.2.10 **Risk Management:**

- 1.2.10.1 Recommend and advise the City Manager of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
- 1.2.10.2 Process and assist in the investigation of insurance claims, in coordination with the City Attorney.
- 1.2.10.3 Develop and maintain a risk management claims review procedure, in coordination with the City Manager and City Attorney.
- 1.2.10.4 Review insurance policies and coverage amounts of City vendors.

1.2.11 **Human Resources:**

- 1.2.11.1 Ensure proper functioning of payroll, fringe benefit, insurance tax and other City-specific and general law-provided human resources functions.
- 1.2.11.2 Establish a Code of Conduct for personnel that emphasize the responsibility of the staff to be professional, patient and responsive under all circumstances. The Code should emphasize that rudeness and impoliteness toward any person is unacceptable conduct and will not be tolerated.
- 1.2.11.3 Establish and implement with all employees an Employee Policies and Procedures Manual, which shall include, but not be limited to, policies and procedures on carrying out duties to the City, consequences of non-compliance to policies, and functions and roles of the employees.

1.2.12 Purchasing:

- 1.2.12.1 Recommend to the City Manager and assist in the implementation of procurement policies and procedures.
- 1.2.12.2 Assist in selection of vendors.
- 1.2.12.3 Participate in county and state level purchase plans.
- 1.2.12.4 Prepare RFP's, as directed by the City Manager.
- 1.2.12.5 Prepare and process requisitions.

1.2.13 HIPAA

- 1.2.13.1 Ensure that all City systems and procedures meet the requirements of HIPAA.

1.3 COMMUNITY SERVICES

1.3.1 Water Management and Utilities:

- 1.3.1.1 Manage and coordinate all aspects of intergovernmental relationship regarding water and sewer issues.

2.0 **EMERGENCY 911 SERVICE**

2.1 **Emergency 911 Coordination**

- 2.1.1 The offeror shall be responsible for coordinating with DeKalb County and/or other governments on the provision of Emergency 911 system for the City.

3.0 **PHYSICAL PLANT REQUIREMENTS**

3.1 **Office, Administrative and Facilities Space**

- 3.1.1 Provide facilities sufficient for the operations of all departments and functions the City whether or not Corporation is responsible for said operations or function. All space shall meet all minimum GSA requirements, and exhibit a level of finish customary for a local government. Should the City assume any lease, or purchase the property, from the Corporation, the Corporation will be relieved of this obligation. In the event of a lease or purchase of space, the Corporation shall not have rent obligations for any personnel performing duties in behalf of the City.

3.2 **Facilities Maintenance, Repair and Contracts**

- 3.2.1 Provide personnel to maintain, repair, clean, and keep in good working order all facilities commensurate with local governmental standards all facilities occupied by the City. This provision, however, shall not apply to landscaping maintenance of any City rights-of-way or land.

3.3 **Furniture, Fixtures, Equipment and Supplies**

- 3.3.1 Provide Furniture, Fixtures, Equipment and Supplies in an amount sufficient for the reasonable operation of all departments and functions the City on the date of acceptance of the proposal, whether or not Corporation is responsible for said operations or function.

4.0 **PURCHASING, PROCUREMENT AND CONTRACTING**

4.1 Corporation shall meet or exceed all laws and requirements regarding purchasing, and procurement as set forth by the State of Georgia. Corporation shall also meet or exceed all laws and requirements regarding the same as set forth by the State of Georgia regarding any contracting required in the course of fulfilling the duties under this Agreement.

5.0 PUBLIC WORKS

5.1 Public Works services shall include staffing and maintaining the Public Works Department for the City. The areas of responsibility shall include the following:

5.1.1 Stormwater

1.1.1.1 Under the direction of the City, coordinate with other City personnel and/or contractors for the transfer, maintenance, storage, and retrieval of available documents and records from Fulton County, Georgia, that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, federal, state, and local laws. The City shall facilitate the transfer of records. The Corporation shall be responsible for determining the documentation necessary for transfer, as well as coordinating and implementing the physical retrieval, reproduction, and storage of the transferred records.

5.1.1.2 Provide ongoing engineering, design and maintenance for the operation of stormwater system, as needed, to meet the needs of the City. Scope of services is limited to daily maintenance. Other services such as master planning and design services for capital program shall be handled per Section 3.3 of the Agreement.

5.1.1.3 Develop and recommend to the City and upon approval implement the necessary policies, protocols, rules, and regulations to meet or exceed the City's stormwater requirements under applicable federal, state, and local laws, including, but not limited to, federal clean water requirements.

5.1.1.4 Integrate activities as necessary with Planning/Zoning and other departments by establishing department head planning sessions that incorporate integrated client service goals.

5.1.1.5 To accomplish the stormwater services, the Corporation will provide the following levels of effort consistent with reasonable municipal management practices:

a. Furnish a level of effort consistent with ___ percent of one FTE position during startup and ___ FTEs ongoing for records transfer.

b. Furnish a level of effort consistent with ___ percent of one FTE for stormwater design.

c. Furnish a level of effort consistent with a crew of _____FTE for stormwater maintenance.

d. Furnish a level of effort consistent with ___ percent of one FTE for policy development.

5.1.1.6 The scope does not include water sample collection, environmental testing, or reporting.

5.1.2 Emergency Preparedness

5.1.2.1 Develop and recommend policies and guidelines to the City, and upon approval, coordinate, operate, and maintain the City's emergency preparedness program in accordance with applicable federal, state, and local laws, as well as prudent local government practices.1.1.2.2

Integrate and coordinate emergency preparedness operations in conjunction with Homeland Security, Emergency 911, Federal Emergency Management Agency (FEMA), and Georgia Emergency Management Agency (GEMA).

5.1.2.3 To accomplish emergency preparedness, the Corporation will provide:

a. Baseline safety audit during transition
b. Recommended Emergency Preparedness

Plan

(EPP) policy during transition

c. Practice exercise during transition
d. Up to \$50,000 for emergency cleanup
(annually).

5.1.3 Recycling

5.1.3.1 Prepare and recommend policies and guidelines to the City, and operate the City's recycling program or a similar recycling program.

5.1.3.2 Upon adoption, coordinate implementation of program and other activities with City personnel and/or contractors.

5.1.3.3 Fulfill reporting duties as required by applicable federal, state and local laws.

5.1.3.4 This scope of service does not include the hauling or disposing of yard waste or hazardous substances.

5.1.4 Geographic Information System (GIS)

5.1.4.1 Coordinate with the necessary City personnel and/or contractors for the transfer, maintenance, storage, and retrieval of available documents and records from Fulton County, Georgia, that are necessary for the effective implementation and operation of the City's geographic information system (GIS) database. The Corporation shall be responsible for determining the documentation necessary for transfer, as well as coordinating and implementing the physical retrieval, reproduction, and storage of the transferred records. Core elements of the GIS database will be in place to allow City staff to store and access GIS files and data obtained from Fulton County. The full implementation of the GIS database and interfaces will be complete on or around August 31, 2006.

5.1.4.2 Service, update, and maintain GIS databases on not less than a monthly basis.

5.1.4.3 Provide GIS-related information and/or data in response to requests and needs of City personnel.

5.1.4.4 To provide GIS services, the Corporation will provide levels of effort consistent with ___ FTE during startup and ___ FTEs for ongoing operations.

6.0 TRANSPORTATION

6.1 At the direction of the City, the transportation services shall include establishing, staffing, and maintaining the Transportation Department for the City. The areas of responsibility shall include the following:

6.1.1 Funding and Grant Applications

6.1.1.1 Conduct activities necessary to identify, develop, and prepare submissions for federal, state or local funding and grant programs, and provide fund oversight as required by law. Coordinate those aspects of the above, as necessary with the Atlanta Regional Commission. To accomplish the above service, Corporation will provide a level of effort consistent with ___ percent of a Transportation Planning Manager and ___ percent of a transportation planner.

6.1.2 Traffic Engineering

Conduct operational activities (maintenance, engineering, and planning services) necessary to maintain a traffic system, including conducting necessary studies and implementing traffic control improvements. To accomplish these services, the Corporation will provide a level of effort consistent with seventeen (___) FTEs under the direction of the Transportation Director, which includes up to \$_____ for the first year of traffic system operations and improvements, which includes street striping and signage. Design services for capital program projects and consulting services for master planning are not included in this scope of services and shall be handled per Section 4 of the Agreement.

6.1.2.1 The scope does not include the purchase of Christmas decorations for the City.

6.1.3 Street Design

6.1.3.1 Conduct activities necessary to maintain a street system plan, including the coordination, review, and management of contracts for streets, sidewalks, and related projects. To accomplish these services, the Corporation will provide a level of effort consistent with ___ percent of one road engineer. In addition, in order to manage ongoing Capital Improvement Plan (CIP) projects, the Corporation will provide a level of effort consistent with ___ percent of one CIP manager and ___ CIP engineer.

6.1.4 Street Maintenance

6.1.4.1 Conduct activities necessary to maintain a roadway and bridge infrastructure system, including minor repairs, pothole repairs, cleaning, and repairs necessitated by storm events. In order to accomplish this service, a baseline condition of streets will need to be obtained from Fulton County and updated by the Corporation. The Corporation will then put into place a preventive and corrective maintenance system and a capital program list will be developed and prioritized for the City Council. For these services, the Corporation will provide a level of effort consistent with ___ FTEs and maintenance sub-contractors. The scope does not include costs to procure, operate, or maintain street sweeping services or resurfacing City streets.

6.1.5 Street lights, Sidewalks, Gutters and Related Street Areas

2.1.5.1 Conduct activities necessary to maintain street lights, sidewalks, gutters, and related street areas.

7.0 STREETS, RIGHTS-OF-WAY, AND FACILITIES

7.1 General

7.1.1 Streets, rights-of-way, and facilities services shall.

7.1.1.1 Coordinate the transfer of City rights-of-way from DeKalb County, Georgia. The Corporation shall be responsible for determining the documentation necessary for transfer. The City shall be responsible for facilitating this process.

7.1.1.2 Operate and oversee aspects of the City rights-of-way permitting process. Right-of-way permits are issued for curb-cuts and private use of the City-owned rights-of-way. To accomplish this process, the Corporation will provide a level of effort consistent with _____ FTE and maintenance sub-contractors.

7.1.1.3 The Corporation shall be responsible for up to \$_____ per event and up to \$1_____ per year invested in the planting and maintenance of City rights-of-way beautification.

7.1.1.4 The Corporation shall not be responsible for security at City facilities, including both staff and security apparatuses such as metal detectors.

7.1.1.5 The scope includes up to \$_____ for street light electricity. The Corporation shall not be responsible for other utility costs

associated with facilities, streets, or rights-of-way, including, but not limited to, water and electricity other than noted here and in Section 4.1.1.

7.2 Contract Administration

7.2.1 Operate and oversee aspects of contract administration for the daily maintenance of public rights-of-way and property, including landscaping and irrigation systems, in order to provide safe and comfortable common grounds for the residents of Dunwoody. The scope includes hiring a subcontractor, scheduling, inspecting contracted work, and reviewing and approving payment requests.

7.2.2 Operate and oversee aspects of contract administration for the construction (excluding CIP; refer to Section 4.4), operation, and maintenance of public facilities. The scope includes hiring a subcontractor, scheduling, inspecting contracted work, and reviewing and approving payment requests.

7.2.3 Operate and oversee aspects of the emergency preparedness plan for debris removal, roadway access, flood prevention, and safe, operable utilities. To accomplish this service, the Corporation will provide the elements listed in Section 5.1.2.3. The scope includes preparing the plan, setting up a practice session, distributing a contact list, and reviewing and implementing GEMA and FEMA requirements through Corporation employees and subcontractors, with local, state and federal agencies.

8.0 PARKS AND RECREATION

8.1 Parks and recreation services shall include staffing and maintaining the Parks and Recreation Department for the City. The areas of responsibility shall reasonably include the following:

8.1.1 Plan, recommend, and upon adoption, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities. The scope includes managing and procuring the services of subcontractors and temporary personnel on behalf of the City to administer recreation programs and manage subcontractors performing maintenance functions such as mowing, fence repair, and ballpark lining. The scope includes electrical costs of up to \$_____ for the lighting of the ballparks and associated fields.

8.1.2 Plan, recommend, and upon adoption, implement and coordinate staffing for the planning, promoting, and supervising of recreation programs and special events. Special events include festivals and parades but not field trips. The Corporation shall set up traffic barricades and provide cleanup services after an event is over, for up to two City events per year. The Corporation shall not provide security or transportation services for programs or events.

8.1.3 Plan, recommend, and upon adoption, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities, as needed. The Corporation shall set up traffic barricades and provide cleanup services after an event is over. The Corporation shall not provide security or transportation services for programs or events.

8.1.4 Develop and recommend to the City Manager short-, mid-, and long-range plans for capital improvements and implement the plans as directed by the City Manager. The scope does not include the development of a Park and Recreation Master Plan by the Corporation.

8.1.5 Operate and oversee aspects of emergency management procedures with local, state and federal agencies. To accomplish this service, the Corporation will provide those the elements listed in Section 5.1.2.3.

8.1.6 Conduct the activities necessary to identify, develop, and prepare submissions for federal, state or local funding and grant programs for improvements to the park and recreation system within Sandy Springs and provide fund oversight as required by law.

8.1.7 To accomplish the parks and recreation services, the Corporation will provide a level of effort consistent with ____ FTEs, plus subcontractors, for programs and maintenance under the direction of the Parks and Recreation Director.

8.1.8 Under no circumstances shall the Corporation be directly involved in the distribution or sale of alcoholic beverages.

9.0 CAPITAL IMPROVEMENTS

9.1 Develop and recommend short-, mid-, and long-range plans for capital improvements and implement plans as directed by the City Manager. The plans should meet the requirements of the Department of Community Affairs and the Atlanta Regional Commission for adoption in the City's

Comprehensive Land Use Plan. The Corporation has allotted a level of effort consistent with 10 percent of each of the following Director's positions to accomplish this service: Community Development, Public Works, Transportation, and Parks & Recreation, with support of one full-time planner and one full-time administrative assistant split between these areas. This scope of service does not include procurement services for the capital improvements, which will be handled per Section 4 of the Agreement.

10.0 PLANNING AND ZONING

10.1 Planning and zoning services shall include staffing as needed to meet the requirements herein and operating the Planning and Zoning Department for the City. The areas of responsibility shall include the following:

10.1.1 At the direction of the City, provide information to the general public as it relates to land development activities within the City.

10.1.2 At the direction of the City, provide information to builders and developers regarding policies and procedures related to land planning within the City.

10.1.3 Oversee the development, maintenance, and updating of land use and zoning maps as approved and required by State and local agencies.

10.1.4 Prepare and recommend policies and procedures regarding planning and zoning activities and prepare and recommend schedules and time frames for processing land development activities, including, but not limited to, zoning.

10.1.5 Provide information to the City Manager, Mayor, City Council, Planning and Zoning Boards, and other City entities needing information regarding relevant and applicable zoning and/or planning issues.

10.1.6 Develop and recommend a plan for the implementation and assessment of impact fees by the City. Upon adoption, implement the plan in coordination with City staff and/or contractors. The scope does not include an impact fee study.

10.1.7 Conduct activities necessary to maintain a planning and zoning system for the City. These include, but are not limited to, the following:

- a. Receiving, processing, and approving building plans

- b. Building inspection
- c. Recommend enforcement of codes, including signs, landscape, and arborist
- d. Preparing a comprehensive plan, including zoning ordinances
- e. Reviewing land development plans
- f. Inspecting land disturbances

10.1.8 Develop and recommend a plan for the issuance of certificates of use and certificates of occupancy (COs). Upon approval, implement the plan in coordination with other City staff or contractors.

10.1.9 To accomplish the planning and zoning services, the Corporation will provide a level of effort consistent with ____ FTEs under the direction of one full-time Community Development Director.

11.0 INSPECTIONS, CODE ENFORCEMENT, AND PERMITTING

11.1 Inspections, code enforcement, and permitting services shall include staffing and operating the inspections, code enforcement, and permitting functions for the City. The areas of responsibility shall include the following:

11.1.1 Develop and recommend a plan for the review and inspection process for the City. Upon adoption, implement the plan in coordination with City staff or contractors.

11.1.2 Develop and recommend a plan for the building permit and inspection process for the City. Upon adoption, implement the plan in coordination with City staff or contractors.

11.1.3 Develop and recommend a plan for the code enforcement process for the City. Upon adoption, implement the plan in coordination with City staff or contractors.

11.1.4 Develop and recommend a plan for the City to conduct Soil Erosion and Sedimentation Control inspections. Upon adoption, implement the plan in coordination with City staff or contractors.

11.1.5 To accomplish the inspections, code enforcement, and permitting services, the Corporation will supply a level of effort consistent with _____ FTEs in Code Enforcement and ____ FTEs, plus sub-contracting

inspection services, in Permitting and Inspections under the direction of one full-time Community Development Director.

12.0 PERFORMANCE MEASUREMENTS

12.1 In collaboration with the City Manager, Performance Measurements shall be constructed to provide an appropriate evaluation of the services being provided to the City under this contract. The measurements shall be completed by the end of the twelve months following the date of the contract.

**CONTRACT BY AND BETWEEN CORPORATION AND THE CITY OF
DUNWOODY.**

EXHIBIT "B" ADENDUM

Compensation Schedule YEAR ONE

RESERVED

**CONTRACT BY AND BETWEEN CORPORATION AND
THE CITY OF DUNWOODY.**

EXHIBIT "C" ADDENDUM

Compensation Schedule YEAR TWO

RESERVED

