

**CONTRACT**  
**BY AND BETWEEN**  
**CITY OF DUNWOODY, GEORGIA**  
**AND**  
**CALVIN GIORDANO AND ASSOCIATES**  
**FOR PROVISION OF**  
**FINANCIAL AND ADMINISTRATIVE**  
**MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2008, by and between the CITY OF DUNWOODY, a Georgia municipal Corporation, (the "CITY"), and Calvin Giordano and Associates, a Florida corporation (hereinafter referred to as "Contractor").

The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the City of Dunwoody has requested proposals for provision of certain services for the new City which was incorporated on December 1, 2008; and

**WHEREAS**, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

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

**Section 1. Scope of Service.** The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) exercise the professional standard of skill and expertise prevailing in the State of Georgia in providing services to the City as set forth in this agreement; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies of which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 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.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor 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.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

1.10 The Contractor acknowledges that all scope of work items identified in the City's RFP # 2008.001 dated October 31, 2008, RFP Addendum #2008.001.01 dated November 10, 2008 as well as the Financial and Administrative Services RFP Q&A document dated November 14, 2008 are addressed and contained in their Proposal and their Fee Schedule which is attached as Exhibit C.

1.11 The Contractor shall be responsible for providing all necessary cellular telephones, BlackBerry type devices, Air Cards, and other electronic mobile communication equipment as well as associated service costs for their employees that are employed to provide City Services to the City.

## **Section 2. Contractor Employees**

2.1 Contractor shall furnish an Organizational Chart of proposed contractor employees for the Contractor Services as provided in Exhibit B, Organizational Chart section of the contract.

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

2.3 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. 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 Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.4 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

## **Section 3. Compensation**

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit C, Schedule of Values section of the contract as well as Exhibit D, Letter of Understanding.

3.2 Reimbursable expenses for travel and lodging shall be paid to Contractor employees for any travel authorized by the City Manager that is in excess of twenty five (25) miles from the City Hall offices. All travel that is conducted for the General welfare of the Contractor employees or that which is beneficial to non-City related functions shall be paid for by the Contractor unless authorized by the City Manager. All approved mileage reimbursements shall be provided at the current cost per mile posted by the US Internal Revenue Service at the time of travel.

#### **Section 4. Term and Termination**

4.1 This Agreement shall commence on the 26<sup>th</sup> day of November, 2008, and continue for a period of thirteen (13) months terminating on the 31<sup>st</sup> day of December, 2009.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, upon the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon ninety (90) days' written notice to the other party.

4.4 Contractor may terminate this 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.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

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

#### **Section 5. Option to Renew**

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than ninety (90) calendar days prior to the expiration of this Agreement.

#### **Section 6. Default**

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.
- d. City had not paid the Contractor for services performed, which are not under dispute, within 60 days of receipt of an invoice.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party'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 Party in law or in equity.

## **7. Representations and Warranties of the Contractor**

7.1 The Contractor hereby warrants and represents and agrees with the City as follows:

- (a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.
- (b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.
- (c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.
- (d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

**8. Liability for Damages.** The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

## **Section 9. Indemnification.**

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, losses and expenses, costs of every nature, including attorneys' fees, arising out of or resulting from the acts, omissions, or negligence of the Contractor, its employees, or its agents.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor 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 herein.

9.6 Nothing in this Section shall:

(a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or

(b.) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

## **Section 10. Insurance**

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor 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.* Contractor 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, Contractor shall make available for inspection copies of any claims filed or made against any policy during the policy term. Contractor shall additionally notify City, in writing immediately, of any claims filed or made against any policy concerning or relating to this Agreement or the performance of any obligation under this Agreement.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 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 casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 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, Contractor 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. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits; covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.

(c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) 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 Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.

(d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

(e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.

10.8 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.9 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable.

10.10 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.11 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

### **Section 11. Conflicts**

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

11.2 Neither Contractor 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.

### **Section 12. Non-discrimination**

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor 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 13. Independent Contractor**

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the

City.

#### **Section 14. Attorney's Fees**

14.1 If either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

#### **Section 15. Data**

15.1 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 Contractor. 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.

15.2 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. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

#### **Section 16. Compliance**

16.1 Contractor 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.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor 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.

16.3 Contractor 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, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

16.4 Contractor shall obtain and keep an active business license and pay the associated tax to the jurisdiction(s) under which the Contractor operates for the benefit of the City of Dunwoody. This shall include all licensing requirements of Sandy Springs, Georgia during the operation of the temporary City Hall facilities which are located in Sandy Springs. Contractor shall obtain and post a Business Occupational



Tax Certificate from Sandy Springs, Georgia as soon as practically possible after execution of the contract outlined herein.

### **Section 17. Audits and Inspections**

17.1 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 Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor 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. Contractor shall make all necessary books and records available for audit in the City of Dunwoody, Georgia.

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

### **Section 18. Governing Law and Venue**

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions concerning or relating to this agreement or the performance of its obligations under this Agreement instituted by a party hereto shall be brought in a court of competent jurisdiction located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

### **Section 19. Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

### **Section 20. 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 21. Cooperation.**

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

### **Section 22. Entire Agreement**

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

22.2 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.

**Section 23. Waiver**

23.1 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 24. 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 or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor: **Calvin Giordano & Associates, Inc.** - 1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316

For City: **City of Dunwoody** - P.O. Box 888074 - Dunwoody, GA 30356  
Temporary Offices: 400 Northridge Road; Suite 1250, Atlanta, GA 30350

**Section 25. Assignability**

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent 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 ninety (90) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

**AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY 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.

**CONTRACTOR**

\_\_\_\_\_  
By: DATE

**ATTEST**

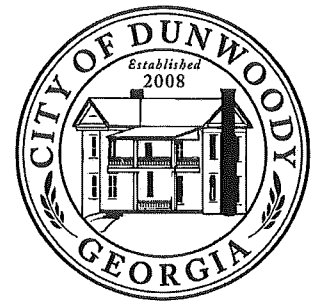
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DATE

**CITY OF DUNWOODY**

\_\_\_\_\_  
By: Ken Wright DATE  
Mayor

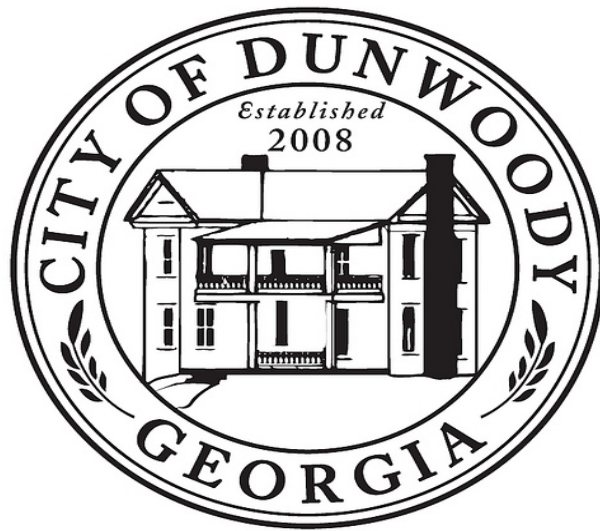
Approved as to form and legal sufficiency subject to execution  
by the parties

\_\_\_\_\_  
By: DATE  
City Attorney



## **Exhibit A**

### **Scope of Services**



Financial and Administrative Services  
Dunwoody, Georgia

**Scope of Work  
To Provide City Services**

**CONTRACT Number 2008.001**

December 15, 2008

**City of Dunwoody**  
**Scope of Services: Finance and Administrative Services**  
**Dunwoody, Georgia**

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## **SECTION 1 - SCOPE OF SERVICES**

### **1.1 General**

#### **Project Description**

Beginning on January 1, 2009 all services required by this CONTRACT will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

Contractor shall be responsible for coordination of moving all Financial and Administrative Service Contractor-related equipment and personnel from the temporary City Hall location at 400 Northridge Road; Atlanta, GA to the permanent City Hall location (TBD) within the city limits of Dunwoody.

On December 1, 2008 the following are required:

- Accounting and purchasing systems shall be required, along with monthly financial reporting.
- Revenue Collection for beer, wine and alcohol is in progress. The City has retained the service of E2Assure for these services. All other 2008 revenue requirements shall be started and be completed by December 31, 2008.
- Receptionist, and additional support as needed, to answer phones and direct telephone calls to the appropriate City employee or Contractor.
- Receptionist is to greet visitors to City Hall and provide proper customer service.
- Telephone system is to be operational and Contractor is to have been fully trained on the system prior to December 1.
- The Contractor shall be responsible for the coordination and management (Office Manager) of the office space with the Landlord.
- The Contractor shall be responsible to implement good practices of customer service for all visitors, staff and telephone operations.
- Start the records retrieval from DeKalb County and establish a records management program.
- Human Resource functions to support the recruiting, payroll, benefits, health insurance and other City specific human resource functions as required by State and Federal law.
- All items required by State law.

**City of Dunwoody**  
**Scope of Services: Finance and Administrative Services**  
**Dunwoody, Georgia**

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On January 1<sup>st</sup>, 2009 Contractor shall have in place all personnel available to staff the services required by this RFP and under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

**The following items shall be considered the highest priority for the initial implementation of the city on January 1, 2009:**

- Revenue Collection – establish process and system to collect all City revenue in a timely manner.
- Collection of taxes, assessments, fees, charges, grants, etc.
- Preparation of monthly financial reports
- Complete Accounting System in place in accordance with RFP
- Accounts Payable and Receivable fully operational
- Selection of Contractors for Purchasing
- Assist in the selection, recommendation and purchase of IT software/hardware by the City.
- Finalize a plan on retrieving all documents from DeKalb County and implement the plan.
- Human Resources functions to support hiring of City personnel and police force.
- All items required by State law

The Contractor shall read and acknowledge the Mission, Vision, and Values Statements for the City of Dunwoody and provide services which are in accordance with same. The Contractor shall understand and agree to comply with the Mission, Vision, and Values Statements. The statements are as follows:

**Mission Statement**

The mission of the City of Dunwoody is to provide the highest quality of life for those who live, work or play in our community and to foster an environment where business can prosper. We will serve all stakeholders in a transparent manner with resourceful, efficient, progressive and professional leadership.

**Vision**

Dunwoody will provide quality service to our citizens and support the largest economic engine in the Southeast by carefully and thoughtfully planning. We will be inventive, transparent and embrace responsible progress which is tempered by our rich history and our desire to maintain a small community atmosphere. Dunwoody is a community where activities are centered around the family, our schools, our churches and synagogues, and our beautiful parks.

**City of Dunwoody**  
**Scope of Services: Finance and Administrative Services**  
**Dunwoody, Georgia**

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**Values**

**Goals**

To make Dunwoody a better community, built on mutual respect and trust and to promote and maintain the highest standards of personal and professional conduct for all involved in City government - elected officials, City staff, volunteers, and members of the City's boards, commissions and committees. Contractor shall also abide by the City Ethics Policy as maintained in the City Ordinances.

**1.2 Scope of Work**

**Financial and Administrative Services**

REQUIRED SERVICES

General

The services required for which this CONTRACT is being issued shall include but not be limited to those outlined in this Exhibit.

The intent of the Contract is that the Contractor assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the Contractor anticipates needs that may occur which are not specifically set forth hereunder, the Contractor is expected to identify with specificity those needs as part of its CONTRACT. The scope of work under this CONTRACT is to be in conformance with the overall Finance and Administrative Services Organizational Chart as defined in Exhibit "B".

Each of the services 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 Contractor 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 Contractor by the City Finance & Administration Director and the City Manager. It is the intent to outline below

**City of Dunwoody**  
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general requirements of the Contractor in the production of work at the direction of the City Finance & Administration Director.

### **1.3 FINANCE AND ACCOUNTING**

#### **1.3.1 Revenue Administration**

1.3.1.1 It is the intent of the City of Dunwoody that the Contractor takes aggressive and proactive steps to collect any and all revenues due to the City in order to ensure timely and complete collection of the City's revenues. All 2009 revenues which have a 2008 deadline **MUST** be completed in accordance with the deadline. **No revenue must be lost due to missing a deadline.** Financial Services shall include, but not be limited to the following:

1.3.1.2 Coordinate with local, state and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.

1.3.1.3 Assist the City Finance & Administration Director with the collection and disbursement of taxes, assessments, fees, charges, grants, and other impositions to ensure full and timely collection of all monies due to the City. Alcohol license volume is expected to be around 100 licenses and approximately 2000 business licenses. Contractor shall include in their fee structure all allowances necessary in the event the license volume is higher than expected.

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

1.3.1.5 Recommend enforcement actions to the City Finance & Administration Director to induce payment in accordance with the City's policies and procedures.

1.3.1.6 Prepare monthly financial reports as directed by the City Finance & Administration Director.

#### **1.3.2 Capital Program Administration:**

1.3.2.1 Coordinate with the City Finance & Administration Director the capital needs of the City.



**City of Dunwoody**  
**Scope of Services: Finance and Administrative Services**  
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1.3.2.2 Assist in obtaining financing if necessary and maintain proper fund accounting procedures.

1.3.2.3 Assist in the administration and implementation of capital program financing.

**1.3.3 Investment Services**

1.3.3.1 Assist in investing City funds per approved City of Dunwoody policies.

1.3.3.2 Produce timely reports on the performance of the City's investments as directed by the Finance and Administration Director.

**1.3.4 Fund Accounting**

1.3.4.1 Establish and maintain a Fund Accounting System in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), the Uniform Accounting System prescribed by Department of Community Affairs and the rules of the Georgia Department of Audits and Accounts.

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

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

**1.3.5 Accounts payable/receivable**

1.3.5.1 Install and administer the purchase order system and make timely payment of all invoices.

1.3.5.2 Coordinate tax collection, franchise fees, utility taxes and all other receivables to ensure full and timely receipt of all receivables.

**1.3.6 General fixed asset accounting**

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

1.3.6.2 Inventory and maintain a list of all City property in accordance with GASB #34 and the Georgia Department of Audits and Accounts.

**City of Dunwoody**  
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**1.3.7 Budgeting**

1.3.7.1 Assist the City Finance & Administration Director with annual budgeting and budgeting maintenance per GASB and Governmental Finance Officers Association (GFOA) standards.

1.3.7.2 Liaison with all City departments on budget preparation and administration.

1.3.7.3 Provide material for and attend all budget meetings, hearing and public meetings.

1.3.7.4 Coordinate with other departments and governmental entities as necessary.

**1.3.8 Forecasting**

1.3.8.1 Assist City Finance & Administration Director with detailed financial forecasts and analyses.

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

1.3.8.3 Recommend policy and action recommendations.

1.3.8.4 Coordinate with other departments and governments.

**1.3.9 Comprehensive Annual Financial Report (CAFR)**

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

1.3.9.2 Strive for GFOA budget and CAFR annual awards.

**1.3.10 Risk Management**

1.3.10.1 Recommend and advise the City Finance & Administration Director of the appropriate amounts and types of insurance and assist with procuring all necessary insurance.

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1.3.10.2 Process and assist in the investigation of insurance claims, in coordination with the City Attorney.

1.3.10.3 Develop and maintain a risk management claims review procedure, in coordination with the City Finance & Administration Director and City Attorney.

1.3.10.4 Review insurance policies and coverage amounts of City Contractors and make recommendations for changes.

**1.3.11 Purchasing**

1.3.11.1 Recommend to the City Finance & Administration Director and assist in the implementation of procurement policies and procedures.

1.3.11.2 Assist in selection of vendors.

1.3.11.3 Participate in county and state level purchase plans.

1.3.11.4 Prepare CONTRACT's, as directed by the City Finance & Administration Director.

1.3.11.5 Prepare and process requisitions.

1.3.11.6 Ensure that transparency and impartiality are hallmarks of the procurement process of the City of Dunwoody.

**1.4 INFORMATION TECHNOLOGY**

The City will own all hardware, software, and data. As new requirements arise, purchases must be authorized by the city and will become City property. The City anticipates 25 to 30 staff and Contractor personnel to be located within the City Hall and a Police Force of 35 to 40 personnel.

**1.4.1 City Website**

1.4.1.1 Design and maintain the City website including, but not limited to, City contact information, statistics, history, departmental and facility description, Council meeting schedule, meeting agendas, agenda packages, minutes, codes, ordinances, notices, pictures, and multimedia.

**City of Dunwoody**  
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1.4.1.2 Publish City provided GIS database interface on the website.

**1.4.2 Information Technology**

1.4.2.1 Assist with the purchase of, install, configure, and maintain hardware and software sufficient to efficiently satisfy all City needs. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, and geospatial information system (GIS) integration.

While the City owns the hardware and software, the Contractor must provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure City needs are met, systems are interoperable, and continuity is maintained during turnover of City personnel and Contractors. Boyken will provide these functions to establish initial services. One example is the setup of Peachtree Accounting to establish and initial financial system. The Contractor will be responsible for planning, installing, configuring, migrating data, and maintaining the final financial system.

1.4.2.2 Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance & Administration Director.

1.4.2.3 Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based upon Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.

1.4.2.4 Maintain a three year replacement program for all computers and equipment.

1.4.2.5 Provide all users with email for internal and external communications, common contact lists, and scheduling.

1.4.2.6 Archive and retrieve all emails to comply with open records requests.

1.4.2.7 Provide for the centralized, electronic storage of the City's documents.

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

The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.

1.4.2.9 Provide Internet access, anti-virus, anti-malware, anti-spam, and patch management for all users.

1.4.2.10 Provide firewall protection for the local area network.

1.4.2.11 Provide virtual private network connectivity for remote users.

1.4.2.12 Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.

1.4.2.13 Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

1.4.2.14 Administer network services including, but not limited to, Active Directory, DHCP, DNS, RPC, IIS, and Print.

1.4.2.15 Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services.

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

1.4.2.17 Upon request, provide schema and any and all database data in a standard SQL format for importation into a non Contractor database.

1.4.2.18 Security Component for I.T.

The CONTRACTOR shall maintain numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

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The Contractor shall provide technical solutions such as SSL to secure all Internet communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

**1.4.3 Telephone System**

1.4.3.1 Assist with the purchase of, install, configure, and maintain the phone system including the City Hall, Police Force, and remote connections such as parks to satisfy all needs of the City.

1.4.2.2 Maintain switches, cabling, and patch cords for all users.

1.4.3.3 Administer the phone system including, but not limited to, user configuration, phone features, hunt groups, auto-attendant, voice mail, facsimile, and conference bridges.

1.4.3.4 City telephones shall be manned from 7:30am until 6:00pm, Monday through Friday. After 6:00pm and on holidays, a voicemail recorder may be used.

The contractor shall provide adequate staff to manage incoming calls continuously after December 1, 2008 at 7am; furthermore this staff must be properly trained on managing the telephone system.

**City of Dunwoody**  
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**1.5 CONTRACT ADMINISTRATION AND PHYSICAL PLANT**

**1.5.1 Contract Administration**

1.5.1.1 Assist the City Finance & Administration Director in negotiating City contracts, as directed by the City Finance & Administration Director.

1.5.1.2 Advise the City Finance & Administration Director on the status of negotiations as well as contract provisions and their impacts on the City.

1.5.1.3 Make recommendations on contract approval, rejection, amendment, renewal, and cancellation, as directed by the City Finance & Administration Director.

1.5.1.4 Provide contract administration and supervision of all contracts, as directed by the City Finance & Administration Director.

1.5.1.5 Ensure ongoing protection of City interests.

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

1.5.1.7 Assist, create and coordinate any necessary grant applications and submissions as directed by the City Finance & Administration Director.

**1.5.2 Physical Office Requirements**

1.5.2.1 The City of Dunwoody shall provide office space for all full time office based employees proposed under this CONTRACT. The City of Dunwoody shall also supply furniture, fixtures and equipment for all city offices and employees. The Contractor shall assist the City Finance & Administration Director with maintenance of the office space and furnishings, fixtures, equipment and supplies including but not limited to procurement, repairs, cleaning, and maintaining good working order of all facilities commensurate with local governmental standards. This provision shall apply to all city offices including offices of the City Manager and associated staff (City Clerk, Municipal Court Clerk, City Attorney, Communications Director, etc.), City Finance & Administration Services, Community Development Services, Public Works Services and Public Safety Services. This provision, however, shall not apply to landscaping or maintenance of any City rights of way or land.

**City of Dunwoody**  
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**1.6. ADMINISTRATIVE AND FACILITY SERVICES**

**1.6.1 Policy Implementation**

1.6.1.1 Assist City Finance & Administration Director with the research of current and likely future trends impacting the city.

1.6.1.2 Assist City Finance & Administration Director in preparing administrative and financial analysis of all available options.

1.6.1.3 Attend all City Council meetings, hearing and public meetings, as directed by the City Finance & Administration Director.

1.6.1.4 Assist City Finance & Administration Director with identification of significant policies and analyze their administrative and financial impacts.

1.6.1.5 Prepare plans and procedures to ensure implementation of the City Council's policies and directives, as directed by the City Finance & Administration Director.

1.6.1.6 Prepare status reports to advise the City Finance & Administration Director of the progress and results of public policy implementation.

**1.6.2 Daily Communications**

1.6.2.1 Respond to all inquires as directed.

1.6.2.2 Ensure compliance with all Open Records and Open Meetings laws as set forth in the Official Code of Georgia Annotated (O.C.G.A.).

**1.6.3 Customer Service**

1.6.3.1 Provide first tier response to customer inquiries.

1.6.3.2 Establish response protocols and direct customers to the appropriate party and set effective standards for response times.

**1.6.4 Departmental Support**

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



**City of Dunwoody**  
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**Dunwoody, Georgia**

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**1.6.5 Support of City Clerk**

1.6.5.1 Support City Clerk in the recording and transcribing of all City Council meetings, hearings, work sessions and public meetings.

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

1.6.5.3 Assist City Clerk in the review of documents to be presented to the Council, as directed by the City Finance & Administration Director.

1.6.5.4 Perform City Clerk's responsibilities upon City Clerk's absence.

1.6.5.5 Assist City Clerk in retaining public records and making them available for inspection by the public, in conformance with Georgia Law.

1.6.5.6 Assist the City Clerk in preparing all Council meeting agendas.

1.6.5.7 Assist the City Clerk in publishing all appropriate public notices.

1.6.5.8 Assist the City Clerk in serving administrative needs of any and all Boards, Authorities or other entities established by the City for the furtherance of City objectives.

**1.6.6 Records Management**

1.6.6.1 Retrieve Finance & Administrative documents related to the City of Dunwoody and its properties from DeKalb County. Establish a filing, retrieval and storage system for these documents both in electronic and hard copy formats.

1.6.6.2 Implement and maintain a records management system to facilitate creating and saving all documents into the system for archiving and retrieving these documents.

1.6.6.3 Protect integrity of all public records in accordance with the requirements of State law.

1.6.6.4 Promote sharing of information and collaborative work between all City staff.

**City of Dunwoody**  
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1.6.6.5 Provide and maintain access to data to other City contract providers as necessary.

**1.6.7 Public Relations**

1.6.7.1 Assist in continuous dialog and communications with City residents with timely updates, as directed by the City Finance & Administration Director.

1.6.7.2 Promote City policy, programs and achievements.

1.6.7.3 Serve as a liaison with residents, civic groups and other governments, as directed by the City Finance & Administration Director.

1.6.7.4 Document important City events for future use in City developed publications.

1.6.7.5 Communications: Development of a Brand for the City Branding is not included in this CONTRACT.

**1.6.8 Annual Reports**

1.6.8.1 Assist the City Finance & Administration Director with the development of an Annual Report.

The term "assist" relates to the overall function of the selected Contractor to aid in the activities performed by the City Finance & Administration Director (such as research, decision making, follow-up, implementation, etc.) "Assist" in this reference is not meant to be interpreted as a specific full or part-time position dedicated to assisting the City Finance & Administration Director.

1.6.8.2 Provide effective written and non written communications to reflect the year's performance and assist the City Finance & Administration Director with informing residents of the City's actions and achievements.

1.6.8.3 Produce, print and deliver the annual reports as directed by the City Finance & Administration Director.

**1.6.9 City Newsletter**

**City of Dunwoody**  
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**Dunwoody, Georgia**

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1.6.9.1 Assist City Finance & Administration Director with the production, distribution and delivery of the City newsletter as required.

**1.6.10 Support of Court Services**

1.6.10.1 Provide support to the Municipal Court Clerk as required.

**1.6.11 Election Support**

1.6.11.1 Assist in the coordination of 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.

**1.6.12 Human Resources**

1.6.12.1 Ensure proper functioning of recruiting, payroll, benefits, health insurance and other City specific and general law provided human resources functions.

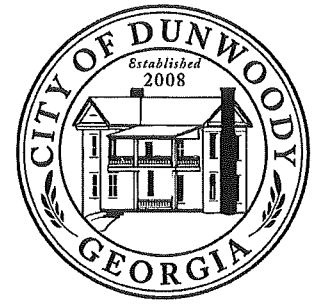
1.6.12.2 Establish a Code of Conduct for personnel that emphasize the responsibility of the staff to be professional, patient and responsive under all circumstances.

1.6.12.3 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 noncompliance to policies, and functions and roles of the employees.

1.6.12.4 The City anticipates having approximately 8-10 employees, 30-45 police related staff plus Contractor staff.

**1.6.13 HIPAA**

1.6.13.1 Ensure that all City systems and procedures meet the requirements of Health Insurance Portability and Accountability Act (HIPAA).



## **Exhibit B**

### **Organizational Chart**

**Organization Chart  
Finance & Administration Team**

**The Citizens of Dunwoody, Georgia**

**Mayor & City Council**

**City Manager  
Warren Hutmacher**

Administrative Assistant  
Lisa Wiesert (acting) / FT

**Finance & Administration  
GROUP**

**Municipal Court  
GROUP**

**Community Development  
GROUP**

**Public Works  
GROUP**

**Director of Finance  
TBD (City Staff)**

Court Clerk/Administrative Assistant  
TBD / FT

Executive Committee- CGA/JAT Team  
Dennis Giordano  
Jo Ann Tuttle

Project Manager  
George Keller / PT  
75-100%

Administrative Assistant  
Karine Roy / FT

Assistant Project Manager  
Laura Cook / PT  
75%

**Finance & Accounting**

**Administration & Facilities Services**

Accounting Manager  
Lisa Ferguson / FT

Purchasing Manager  
Tyra Little / FT

Human Resources Services  
Roma Roland / PT  
Rachael Ramsamod / PT  
25%

IT Support  
Hector Perez / PT  
Tony Ryan / PT  
20%

Web Site  
Shae Strachan / PT

Public Relations  
Robin Banks / PT  
20%

Accountant  
TBD / FT

Administrative Assistant  
Laura Boyken / FT

Information Technology (IT)  
Eric Wells / FT

Administrative Assistant  
Juliet Westerveld / FT

JAT Support Staff / PT

CGA Support Staff / PT

**Support**

**Support**

**Support**

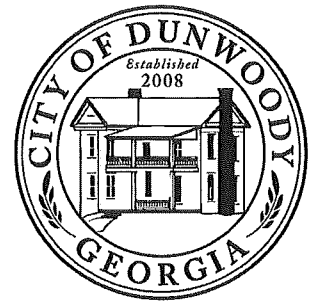
**Legend**



Denotes full-time status



Denotes part-time (PT) status and anticipated availability

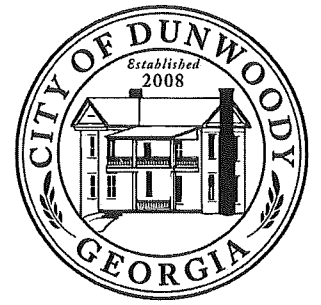


## Exhibit C Schedule of Values

CALVIN GIORDANO & ASSOCIATES, INC.  
 SCHEDULE OF VALUES

DATE: 12/11/2008  
 PROJECT NAME: City of Dunwoody  
 PERIOD TO/FROM: 11/26/08 - 12/31/09

Month	SCHEDULE OF VALUES			
	Finance, Purchasing, Accounting	Information Technology	Web Design	Total
December 2008	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
January 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
February 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
March 2009	\$ 115,715.38	\$ 23,353.85	\$50,000.00	\$ 189,069.23
April 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
May 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
June 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
July 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
August 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
September 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
October 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
November 2009	\$ 115,715.38	\$ 23,353.85		\$ 139,069.23
December 2009	\$ 115,715.48	\$ 23,353.85		\$ 139,069.33
<b>Total Contract Value</b>	\$ 1,504,300.00	\$ 303,600.00	\$50,000.00	\$ 1,857,900.00



**Exhibit D**  
**Letter of Agreement**





December 12, 2008

Mr. Warren A. Hutmacher, City Manager  
**City of Dunwoody**  
400 Northridge Road, Suite 1250  
Dunwoody, Georgia 30350

**Re: Calvin, Giordano & Associates / City of Dunwoody Services Agreement**

Dear Mr. Hutmacher:

Consistent with our discussion and understanding on the morning of December 11, 2008, regarding the City of Dunwoody's services agreement for Finance and Administration, please accept the following responses. This correspondence serves to further modify the letters of November 21 and 24, 2008 regarding the same agreement and fee proposal.

1. The previous fee proposal for the additional Records Clerk position in support of the Municipal Court Clerk is hereby modified from the previous amount of \$130,000 to \$100,000; recognizing a lower base salary requirement.
2. The modified Schedule of Values for the 13 month period of December 1, 2008 through December 31, 2009 is attached as agreed to. The \$50,000 fee for comprehensive Web site design services will be paid in lump sum upon completion and acceptance by the City, prior to April 2009. The reference to the flat fee of \$30,000 for web site maintenance in 2010 and 2011 has been removed, understanding that actual costs for hosting and upgrades will be paid by the City to CGA at direct cost. Regular posting of information on the City Web Site will be conducted as part of the ongoing IT service fee.
3. A provision is be added to the services agreement which states the following concerning the hiring of CGA/JAT employees by the City of Dunwoody.  
"The City of Dunwoody shall not hire any CGA/JAT employee without prior written notice of 150 days, before the start date of employment with the City."
4. The proposed services agreement, with the above described modifications, is understood to include all functions and responsibilities described under the Scope of Services, for the agreed upon fee schedule, as amended.

Should you require any additional information or discussion, please contact me at 954-921-7781. Thank you again for this opportunity to serve with the City of Dunwoody.

Sincerely,

Dennis Giordano  
President

Enc: Attachments, Schedule of Values & Organizational Chart

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services  
Building Code Services

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

[www.calvin-giordano.com](http://www.calvin-giordano.com)