

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, October 10, 2017, 5:00pm & 7:00pm



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PUBLIC NOTICE

The Mayor and City Council invite you to

our next City Council Meetings

TUESDAY, OCTOBER 10, 2017

5:00 PM - Work Session

7:00 PM - Regular Meeting

South Fulton Service Center Auditorium

5600 Stonewall Tell Road

College Park, GA 30349

If you have any questions or concerns, please contact the City of South Fulton, City Hall at www.cityofsouthfultonga.gov or call 470-809-7700.



The Honorable William “Bill” Edwards, Mayor
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Rosie Jackson, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

WORK SESSION AGENDA

- Presentations from the South Fulton CID – Jodie Gray, and Fulton Industrial Boulevard CID – Gil Prado
- Presentation on naming the City (Communications)
- Presentation on a Proposed Ethics Ordinance (City Attorney)
- Executive Session, if necessary

City with a Voice

City of South Fulton, GA
Communications & External Affairs

Naming Process
October 10, 2017
Work Session



What's in a Name...

Community Branding and Naming Committee

- Presented before Mayor and Council - July 18, 2017
- The Committee consisted of 46 residents of the City of South Fulton
- The group examined names they thought were reflective of the community in bringing people and the business community together to work under a shared identity
- Over 130 names were collected through:
 - Southfultonliving.com
 - Nextdoor.com
 - Facebook
 - Committee submissions
- Name Concept Development (name categories)
 - Historical
 - Aspirational
 - Religious
 - Geographical
 - Other

Name Concepts*

- Camp Creek
- Westhaven
- Prosper
- South Haven
- Tributary Hills
- Wolf Creek

*Of the 100+ names that were discussed these names made “the short list”

*Recommendation: Qualified, professional consulting firm should be hired

Naming Process

Phase 1: Research City/Community Branding Firms	Phase 2: Scope of Work/Deliverables/Timeline*		Phase 3: RFQ Request for Quote*
• Arnett and Muldrow • MVO Marketing • North Star Ideas • Roger Brooks International • VIVO 360	<u>Scope of Work</u> • Facilitate Naming Process • Conduct research to address: 1) Name 2) Seal 3) Logo 4) Tagline	<u>Deliverables</u> • Provide a recommendation for a Name	• Arnett & Muldrow ○ Not available to satisfy timeline ○ Suggested using local firm • MVO Marketing ○ Naming = \$10,000 • North Star Ideas ○ 6 month process ○ Cost = \$76,000
		<u>Tentative Timeline</u> • 10/10/17: Proposed firm to present at City Council Meeting • 10/16/17: Contract to be executed with awarded firm • 11/28/17: Presentation of completed Scope of Work	• Roger Brooks International ○ Not available to satisfy timeline • VIVO 360 ○ Naming = \$8,525 *In order to expedite time and due to the pressing issue; the option was selected to request quotes.

*Worked in conjunction with Purchasing Manager, Teresa Adams

What's in a Name...



Naming and verbal identity of the new City

- Develop a solid naming strategy and creative brief
- Research and interview internal stakeholders

Name will fit the following criteria:

- Magnetism
- Distinctiveness
- Accessibility – Easy to say
- Longevity – Remains relevant over time
- Protectability – Clear for trademark and domain use
- Appropriateness
- Consistent with the vision of the City

Questions

From: Josh Belinfante [<mailto:Josh.Belinfante@robbinsfirm.com>]
Sent: Tuesday, September 5, 2017 8:13 AM
To: William "Bill" Edwards <Mayor@cityofsouthfultonga.gov>; khalid kamau <khalid.kamau@cityofsouthfultonga.gov>; Naeema Gilyard <Naeema.Gilyard@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>; Helen Willis <Helen.Willis@cityofsouthfultonga.gov>; Rosie Jackson <Rosie.Jackson@cityofsouthfultonga.gov>; Mark Baker <Mark.Baker@cityofsouthfultonga.gov>
Cc: Ruth Jones <Ruth.Jones@cityofsouthfultonga.gov>; Mark Massey <Mark.Massey@cityofsouthfultonga.gov>; Kimberly Anderson <Kimberly.Anderson@robbinsfirm.com>; Brian Lake <Brian.Lake@robbinsfirm.com>
Subject: GMA-Based Proposed Ethics Ordinance 4828-1143-4825 v.1.doc

Mayor and Councilmembers:

Good morning. Please find the attached proposed ordinance on ethics. As you will see, there are decision points for you to consider before it is final form. These questions address things like appointments, methods for raising a complaint, and the like. I will be prepared to discuss these at the next meeting.

The ordinance numbers will also need to be changed to reflect the new codifications.

Kindest regards,
JB

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE No. 2017-0XX

ADOPTION OF ADDITIONAL ETHICS ORDINANCES.

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, the Mayor and City Council deem it essential to the proper operation of a republican form of government that public officials be, and give the appearance of being, independent, impartial, and responsible to their constituents; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain;

WHEREAS, at its inaugural meeting on April 29, 2017, the City Council passed Ordinance No. 2017-003, which contained various provisions establishing municipal laws governing ethical standards of public officers and employees;

WHEREAS, at the May 23, 2017 meeting of the Mayor and City Council, the City Council passed a resolution seeking certification of the City as a City of Ethics by the Georgia Municipal Association;

WHEREAS, the City Council seeks to revise the existing ethics ordinance;

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS
as follows:

Section 1: The City of South Fulton Code of Ordinances, Part 2, Title 1, Chapter 4, “Ethics Policy” is repealed and replaced in its entirety as follows:

Title 1: USE OF THE CODE

CHAPTER 4. – CODE OF ETHICS

Sec. 2-4001. - Declaration of policy.

The purpose of this Code of Ethics is to:

- (a) Encourage high ethical standards in official conduct by city officials;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the City;

- (c) Require disclosure by such officials of private financial or other interest in matters affecting the City; and
- (d) Serve as a basis for disciplining those who refuse to abide by its terms.

Sec. 2-4002. - Scope.

- (a) The provisions of this Code of Ethics shall be applicable to all elected or appointed officials.
- (b) Notwithstanding anything herein to the contrary, state law and the City Charter shall be controlling in the event of an actual conflict with the provisions of this Code of Ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the City Charter.

Sec. 2-4003. - Definitions.

Solely for the purposes of this Code of Ethics:

(a) *City official* or *official*, unless otherwise expressly defined does not include City employees but does mean the Mayor, members of the City Council, Municipal Judges (including substitute judges), City Manager, City Clerk, City Attorney, and all other persons holding positions designated by the City Charter, as amended. The term “City Official” also includes all individuals, including any City employees, appointed by the Mayor and/or the City Council as appropriate, to serve on City authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the Mayor and/or City Council.

(b) *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the City Council or other City board or commission, as well as the discussions or deliberations of the City Council, board, or commission which can or may lead to a vote or formal action by that body.

(c) *Employee* means any person who is a full-time or part-time employee of the City.

(d) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

(e) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

(f) *Remote interest* means an interest of a person or entity, including a City official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

(g) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:

(1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or

(2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed:

(a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or

(b) ten percent of the recipient's gross income during that period, whichever is less;

(3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or

(4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Sec. 2-4004. - Prohibitions.

(a) No City official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the City.

(b) No City official, in any matter before the City Council or other City body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as set forth in Section 3.15(a) of the Charter.

(c) No City official shall act as an agent or attorney for another in any matter before the City Council or other City body.

(d) No City official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.

(e) No City official shall enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.

(i) This prohibition shall not be applicable to the professional activities of the City Attorney in his or her work as an independent contractor and legal advisor on behalf of the City.

(ii) This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City official who is not elected (such as, by way of example, a City Manager, or Chief of Police).

(iii) Any official who has a proprietary interest in an agency doing business with the City shall make that interest known in writing to the City Council and the City Clerk.

(f) All public funds shall be used for the general welfare of the people and not for personal economic gain.

(g) Public property shall be disposed of in accordance with state law.

(h) No City official shall solicit or accept other employment to be performed, or compensation to be received, while still a City official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of City duties.

(i) If a City official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the City Council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.

(j) No City official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) No City official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(l) A City official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.

(m) A City official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

(n) A City official shall not order any goods and services for the city without prior official authorization for such an expenditure. No City official shall attempt to obligate the City nor give the impression of obligating the City without proper prior authorization.

(o) No City official shall draw travel funds or per diem from the City for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the City therefore.

(p) No City official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of South Fulton nor shall any City official engage in ex parte communication with a Municipal Court Judge of the City of South

Fulton on any matter pending before the Municipal Court of the City of South Fulton.

Sec. 2-4005. – Conflict of Interest.

(a) A City Official may not participate in a vote or decision on a matter affecting an immediate family member or a person, entity, or property in which the official has a substantial interest. If the City Official determines that a conflict exists, the City Official must explain the conflict and not vote on or participate in the decision.

(b) A City official who serves as a corporate officer or a member of the board of directors of a nonprofit entity must disclose their interest in said entity to the Mayor and City Council prior to participating in a vote or decision regarding the funding of the entity by or through the City.

(c) Where the interest of a City official in the subject matter of a vote or decision is remote or incidental, the City official may participate in the vote or decision and need not disclose the interest.

Sec. 2-4006. – Board of Ethics.

Decisions for the Mayor and City Council

(a) Composition:

1. Three members, all residents.

2. **Appointment and Term**

A. Option One – 1 Mayoral, 1 City Council, 1 Combination

i. One by Mayor

ii. One by City Council

iii. One nominated by Mayor and approved by the City Council

B. Option Two – 1 Mayoral, 1 City Council, 1 Board Member

i. One by the Mayor

ii. One by the City Council

- iii. One license attorney chosen by the Board of Ethics and approved by the City Council.

C. Option Three – Pool of Members

- i. A pool of qualified applicants is maintained by the City Clerk.
- ii. When a complaint is presented, three names are randomly selected from the pool.

D. Option Four – No Board

- i. The Municipal Court hears and renders decisions on complaints filed pursuant to this section.

(b). Qualifications

(1) All members of the Board of Ethics shall be residents of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident while serving on the Board.

(2) No person shall serve as a member of the Board of Ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the City.

(3) Members of the Board of Ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the City or any City official charged in the complaint shall be disqualified from serving on the Board of Ethics for that complaint. An alternate member of the Board of Ethics shall be selected in the same manner as the disqualified individual.

(4) No person shall serve on the Board of Ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

(5) No person shall serve on the Board of Ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the Board of Ethics, or who is not qualified to be a registered voter in the City of South Fulton.

(6) Upon appointment, members of the Board of Ethics shall sign an affidavit attesting to their qualification to serve as a member of the Board of Ethics.

(c) The members of the Board of Ethics shall serve without compensation.

(d) The city council shall provide meeting space for the Board of Ethics and, subject to budgetary procedures and requirements of the City, such supplies and equipment as may be reasonably necessary for the Board to perform its duties and responsibilities.

(j) Members of the Board of Ethics may be removed by majority vote of the City Council.

OR

Members of the Board of Ethics may be removed by majority vote of the city governing authority for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the Board of Ethics.

Sec. 2-4007. – Procedure.

(a) Receipt of Complaints (*Based on Decisions of Mayor and Council*)

(1) If using a Board of Ethics:

(A) File complaint with:

(i) Board of Ethics (not recommended);

(ii) City Clerk (recommended).

(B) Complaint itself:

(i) Oral is sufficient (not recommended); or

(ii) Require written (recommend written, but have a form).

(C) Notice of Complaint

(i) Notify Mayor and Council of filing?

(ii) Notify individual named (required).

(2) If no Board of Ethics – go straight to Municipal Court

(b) Form of Complaints

(1) All complaint shall be submitted and signed under oath, shall be legibly drawn, and shall clearly address matters within the scope of this Code of Ethics.

(2) A complaint that does not meet the standard required by this ordinance shall be dismissed without prejudice. Repetitive failures to meet the standard imposed by this ordinance shall authorize the Board of Ethics or Municipal Court to dismiss the complaint with prejudice.

(c) Investigation of Complaints (if Board of Ethics)

(1) Upon receipt of a complaint in proper form, the Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Board of Ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(2) For complaints that are not dismissed, the Board of Ethics is empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

(3) Upon completion of its investigation of a complaint, the Board of Ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the

Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(4) The Board of Ethics is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint.

(5) The Board of Ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(6) Findings of the Board of Ethics shall be submitted to the City Council (or **Municipal Court**) for action.

(7) Politically-inspired complaints:

(a) Allow complaints to be filed between qualifying and final results, including run-off elections, of any municipal election, but do not act on complaints during that time period; or

(b) Prohibit complaints from being filed during the same time period.

(d) Service of Complaint

(1) The **City Clerk (recommended) or Board of Ethics** as appointed herein set forth shall cause the complaint to be served on the City official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint.

(2) Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.

(3) (If Board of Ethics) A hearing shall be held within sixty (60) calendar days after filing of the complaint. The Board of Ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses.

(4) (If Board of Ethics) The decision of the Board of Ethics shall be rendered to Mayor and Council within seven (7) calendar days after completion of the final hearing. At any hearing held by the Board of Ethics,

the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven (7) calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations.

(5) The City official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Board of Ethics or the city council to act upon any complaint.

(e) Penalty

(1) Any person violating any provision of this Ethics Code shall be subject to public reprimand or censure by the City Council; or request for resignation by the City Council.

(f) Appeal

(1) Any city official or complainant adversely affected by the findings or recommendations of the Board of Ethics may obtain judicial review of such decision as provided in this Section.

(2) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Fulton County within thirty (30) days after the decision of the Board of Ethics. The filing of such application shall act as supersedeas.

Sec. 2-4008. - Complicity.

No person shall, directly or indirectly, aid, abet, agree with, assist, encourage or solicit any public servant or a public servant's partner in interest to violate this chapter or to participate in any way in a violation of this chapter with or by another person.

Sec. 2-4009. – Reserved.

Sec. 2-4010. - Duty to leave meeting.

(a) To avoid the appearance of impropriety, after any public servant or a partner in interest is determined to have a conflict of interest or a potential conflict of interest in any matter, and once all questions relating to the conflict of interest have been answered to the satisfaction of the decision maker, the public servant shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the public servant may remain in the area of the room occupied by

Commented [JB1]: This is beyond the GMA Code and what the Charter requires. It is something to consider, however.

the general public. If a public servant who has a conflict of interest in a matter is present as a member of a body which is to consider the matter, the public servant shall leave his or her regular seat as a member of the body, and not return to it until deliberation and action on the matter is completed.

- (b) Nothing herein shall require members of voting bodies to leave their seats while action is taken regarding any item contained on a "consent agenda" on which there is no deliberation, the public servant's conflict has been disclosed, and the public servant abstains from voting on the item.

Sec. 2-4011. - Public contracts.

- (a) The City is prohibited from entering into any contract with a business in which a public servant or a public servant's partner in interest has a controlling interest without full disclosure.
- (b) Any public servant who has or may have a personal interest in any contract shall disclose such interest prior to the first of any of the events set forth in (1), (2), (3), and (4) below:
 - (1) The solicitation of a contract; or
 - (2) The bidding of a contract; or
 - (3) The negotiation of a contract; or
 - (4) The approval by the governing body of a contract.
- (c) In addition to any other remedies available in law or equity, any contract entered into in violation of this section may be voided by resolution of the city council.
- (d) *Mandatory provision in independent contracts.* When the City contracts with any person to act on behalf of the City as an independent contractor, the contract shall include a provision which binds the independent contractor, as a condition of accepting the contract, to comply with the applicable provisions of this chapter and Charter. Any question about whether provisions are applicable, including the financial disclosure provisions, may be resolved by a written opinion of the city attorney or by a decision of the ethics board. The governing body, if it deems it necessary or appropriate to do so, may adopt policies or guidelines to further define the circumstances under which any certain provision will or will not apply to independent contractors.

Sec. 2-4012. – Reserved.

Sec. 2-4013. - Reserved.

Sec. 2-4014. - Reserved.

Sec. 2-4015. - Candidates: honesty in applications for positions.

No person seeking to become a public official, employee, contractor, volunteer or appointee to any public position shall make any false or materially misleading statement, certificate, mark, rating or report in regard to any test, certification, appointment or investigation, or in any manner commit any fraud, conceal any wrongdoing or knowingly withhold information about wrongdoing in connection with employment or service with the city or in connection with a work-related contract or service of any city public servant.

Sec. 2-4016. - Financial disclosure statement—Filing.

Financial disclosure statements shall be filed as required by state law.

Sec. 2-4017. - Reserved.

Sec. 2-4018. - Reserved.

Sec. 2-4019. – Reserved.

Sec. 2-4020. – Reserved.

Sec. 2-4021. - Reserved.

Sec. 2-4022. - Reserved.

Sec. 2-4023. - Reserved.

Sec. 2-4024. - Reserved.

Sec. 2-4025. - Reserved.

Sec. 2-4026. - Reserved.

Sec. 2-4027. - Reserved.

Sec. 2-4028. - Reserved.

Sec. 2-4029. - Reserved.

Sec. 2-4030. - Severability.

If any provision of this chapter is held by any court or by any federal or state agency of competent jurisdiction to be invalid as conflicting with any federal, state or city charter provision now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such provision, the conflicting provision of this chapter shall be considered a separate, distinct and independent part of this chapter, and such holding shall not affect the validity and enforceability of this chapter as a whole, or any part other than the part declared to be invalid.

- (a) It is hereby declared to be the intention of the mayor and council that all sections, paragraphs, sentences, clauses and phrases of this chapter are or were, upon their enactment, believed by the mayor and council to be fully valid, enforceable and constitutional.
- (b) It is hereby declared to be the intention of the mayor and council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this chapter is severable from every other section, paragraph, sentence, clause or phrase of this chapter. It is hereby further declared to be the intention of the mayor and council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this chapter is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this chapter.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this chapter shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of

competent jurisdiction, it is the express intent of the mayor and council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the chapter and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the chapter shall remain valid, constitutional, enforceable, and of full force and effect.

The foregoing Ordinance No. _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



The Honorable William “Bill” Edwards, Mayor
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Rosie Jackson, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

REGULAR MEETING AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of the Consent Agenda
 - a. Meeting Minutes – Tuesday, September 26, 2017
 - b. Resolution to Adopt an Amended Pay and Class Scale for the City of South Fulton, Georgia, to Approve the Human Resources Director’s use thereof, and for various other purposes. **(Res2017-062)**
 - c. Proclamation Recognizing Free and Accepted Ancient York Rite Masons Appreciation Day. **(Jackson)**
5. Approval of the Regular Meeting Agenda

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, October 10, 2017, 7:00pm

6. Public Comment

- a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

7. Business

a. Resolutions

- i. Resolution Appointing Tiffany Carter Sellers as the Chief Judge for the Municipal Court of the City of South Fulton; and for other purposes. **(Res2017-054)**
- ii. A Resolution Approving the Agreement for Transfer of Municipal Court Jurisdiction and for Municipal Court Services between Fulton County, Georgia and the City of South Fulton, Georgia. **(Res2017-055)**
- iii. Resolution to Adopt a Meeting Schedule for the Mayor and City Council of the City of South Fulton, Georgia to Comply with the Georgia Open Meetings Act, and for various other purposes. **(Res2017-056)**
- iv. Resolution to Adopt the Community Development Services Department's 2017 Calendars for Re-Zonings, Modifications and Variances for the Mayor and City Council of the City of South Fulton, Georgia, to Comply with the Georgia Open Meetings Act, and for various other purposes. **(Res2017-057)**
- v. Resolution of the Mayor and Council of the City of South Fulton to Appoint a Trustee for the City of South Fulton Defined Contribution and 457(b) Deferred Contribution Plans, to Authorize the Plan Recordkeeper to Act as Agent of the Trustee, and for various other purposes. **(Res2017-058)**

CITY OF SOUTH FULTON, GEORGIA
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- vi. Resolution of the City of South Fulton, Georgia awarding a Contract to Springsted | Waters of St. Paul, Minnesota for the Recruitment of the City Manager and Chief of Police; to Authorize the Mayor to Execute said Contract in an Amount not to exceed \$46,550 and to provide an Effective Date. **(Res2017-059)**
- vii. A Resolution of the City of South Fulton, Georgia Executing the Cooperation Agreement between The City and the Fulton Industrial Community Improvement District and to provide an Effective Date. **(Res2017-060)**
- viii. A Resolution of the City of South Fulton, Georgia Executing a Cooperation Agreement between the City and the South Fulton Community Improvement District and to provide an Effective Date. **(Res2017-061)**

b. Ordinances

- i. **[SECOND READING]** Ordinance to comply with O.C.G.A. §50-18-70, ET SEQ.; Designating an “Open Records Officer” and “Assistant Open Records Officer(s)” for the City of South Fulton; Defining the duties and compensation thereof; providing for public record requests to be served upon the Open Records Officer or, in the Officer’s absence or unavailability, upon an Assistant Open Records Officer; providing for the manner of serving public records request on the Open Records Officer; providing for notice of the City’s open records procedures; providing reasonable charges for compliance with public records request; to repeal conflicting code provisions, ordinances, or portions thereof, in conflict with the foregoing; to establish an effective date; and for other purposes. **(Rowell – Ord2017-025)**

CITY OF SOUTH FULTON, GEORGIA
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Tuesday, October 10, 2017, 7:00pm

- ii. **[FIRST READING]** Amendment to Ordinance 2017-018. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances, to add Sec. 8-1014., regarding the duties and authority of police officers. **(Ord2017-026)**
- iii. **[FIRST READING]** Amendment to Ordinance 2017-018. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances, to add Secs. 8-1010-11., regarding ATVs and Off-Road vehicles. **(Willis and Rowell – Ord2017-027)**

- 8. City Manager's Weekly Update
- 9. Mayor and City Council Comments (Two minutes each)
- 10. Executive Session, if necessary
- 11. Adjournment



DIVIDER SHEET



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

WORK SESSION MINUTES

The meeting was called to order by Mayor Edwards at 5:01pm.

- Review of the September 26, 2017 Regular Meeting Agenda

The City Attorney requested the opportunity to meet with each Councilmember individually during the break between the Work Session and the Regular Meeting.

A motion was made by Councilmember Baker and seconded by Councilmember Willis to conduct a closed Executive Session regarding Personnel. Hearing no objections, the motion passed unanimously, 7-0-0.

The Executive Session began at 5:18pm and ended at 5:24pm.

IN OPEN SESSION:

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to close the Executive Session regarding Personnel. Mayor Pro Tem Rowell and Councilmembers Willis, khalid and Baker voted yea. Councilmembers Gumbs, Gilyard and Jackson were not present. Therefore, the motion passed, 4-0-0.

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember khalid to adjourn the Work Session. Mayor Pro Tem Rowell and Councilmembers Willis, khalid and Baker voted yea. Councilmembers Gumbs, Gilyard and Jackson were not present. Therefore, the motion passed, 4-0-0.

The meeting was adjourned at 5:26pm.



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order by Mayor Edwards at 7:00pm. Mayor Edwards recognized former State Representatives Virgil Fludd and LaDawn Blackett Jones for being present. Following the roll call, all members were present.

2. Invocation

The Invocation was rendered by Pastor Warren T. Henry.

3. Pledge of Allegiance

The Pledge of Allegiance was recited in unison.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, September 26, 2017, 7:00pm

4. Approval of the Consent Agenda

- a. Meeting Minutes – (1st - Millage Rate and Budget Hearing – 6:00pm) – Wednesday, September 13, 2017
- b. Meeting Minutes – Wednesday, September 13, 2017 (Regular Meeting - 7:00pm)
- c. Meeting Minutes (2nd - Millage Rate and Budget Hearing - 10:00am) – Tuesday, September 19, 2017
- d. Meeting Minutes – (3rd - Millage Rate and Budget Hearing – 6:00pm) – Tuesday, September 19, 2017
- e. Meeting Minutes – (Special Called Meeting – 7:00pm) – Tuesday, September 19, 2017
- f. Proclamation recognizing Apostle Vivian Dennis Appreciation Day. **(Edwards)**

A motion was made by Councilmember Gilyard and seconded by Councilmember Jackson to adopt the Consent Agenda as amended relative to Councilmember Gilyard's recorded votes during two items at the Wednesday, September 13, 2017 Regular Meeting, Ord2017-017 and the City Manager's Report, thereby changing her votes from no to yea (See the minutes – Wednesday, September 13, 2017).

The Interim City Attorney was requested by Mayor Edwards to provide an opinion in writing regarding the matter of not voting (yea or no), as well as the matter regarding abstentions as requested by Councilmember Willis with respect to the Charter.

5. Approval of the Regular Meeting Agenda

A motion was made by Councilmember Jackson and seconded by Councilmember Gilyard to adopt/approve the agenda as amended, withdrawing Councilmember khalid's Res2017-052. The motion passed unanimously, 7-0-0.

6. Proclamations and Recognitions

- i. Proclamation recognizing October 2017 as Crime Prevention Month. **(Gumbs)**

PRESENTED

7. Public Comment

- a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following sixteen (16) speakers offered public comment:

- **Mr. Tony (Fernanda) Davis**, concerning help with power and lights at Old National Park, as well as downed poles.
- **Mr. Melvin Bolton**, concerning lights at Old National Park. The park is supposed to be a safe haven but it is operating in the dark where fights and criminal activity can occur.
- **Ms. Angel Payne**, concerning the ability to use the City of South Fulton as an address and whether the same zip codes will be used.
- **Mr. Pennon Lockhart**, concerning the religious connotations in the proposed City Seal which may be in conflict with the Ten Commandments and he suggests using the Seal used during the Inauguration.
- **Mr. Michael Pointer**, concerning universities, colleges and technical schools to get satellite campuses in our City, and concerning money that comes to the City how much has come-in and how much is delinquent.
- **Ms. Cacheta Nowlin**, concerning Old National Park that really needs lights in concern of the criminal element in that area.
- **Ms. Marisa Miller**, concerning District 4 Economic Development committee and their work.

- **Ms. Eliese Fisher**, concerning District 4 development and interests, the Comp Plan, conducting studies and reclassifying zonings.
- **Ms. Renee Mumford**, concerning Old National Park, lack of Police presence dedicated to the park, and needing to know who should be called to help patrol the park. Georgia Power needs to provide basic lighting in the park.
- **Ms. Deborah Lynn Robinson Herring**, concerning what letter grade the newly elected officials should give themselves. Commitments to police officers, issues regarding Old National or any other parks. Behavior as leaders and on social media, and handling finances with common sense.
- **Ms. Glenda Collins**, concerning City Council assistants and their need, their work hours per week and pay ranges need to be justified. She is concerned with the need for Police and Firefighters.
- **Ms. LaDawn Blackett Jones**, concerning optimism and thank you's, doing things different than the other Cities, and listening to the community.
- **Ms. Jill Lindsey**, concerning Code Enforcement process for the new City and a lack of responses from the office regarding campaign signs that need to be removed from the right of ways.
- **Ms. Jewel Johnson**, concerning the after-effect of the last Budget hearings and some Councilmembers causing confusion of the facts, upcoming choices for the City and the ability to set long-term goals for the City.
- **Mr. Kenneth F. Joe, Sr.**, concerning keeping residents engaged and providing direct feedback to the City Council, concerns regarding a border-line illegal activity with respect to \$1 million getting lost or not being evident desires an explanation.
- **Ms. Jeri McCrary**, concerning a warehouse project being built behind her neighborhood (Wilkerson Mill, Palmetto, GA), they need help.

CITY OF SOUTH FULTON, GEORGIA
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8. Business

a. Resolutions

- i. Resolution for Transparency in Department Head Salaries
(khalid - Res2017-052)

WITHDRAWN

- ii. Resolution for the City of South Fulton for Instituting an
“OPENGOV” Program (Gumbs – Res2017-053)

A motion was made by Councilmember Gumbs and seconded by Mayor Pro Tem Rowell to adopt/approve Res2017-053. The motion passed unanimously, 7-0-0.

b. Ordinances

- i. **[THIRD READING]** Ordinance to Create Title 8 of the City of South Fulton Code of Ordinances, Traffic and Vehicles, and to establish general rules of the road for the City of South Fulton. (Willis - Ord2017-018)

A motion was made by Councilmember Willis and seconded by Councilmember Jackson to approve Ord2017-018, with a friendly amendment by Mayor Pro Tem Rowell to make an effective date of November 1, 2017 (Section 5). The friendly amendment was accepted. The motion passed unanimously, 7-0-0.

- ii. **[THIRD READING]** Ordinance granting permission and consent to Coweta-Fayette EMC (a franchise agreement). (Ord2017-019)

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Baker to approve Ord2017-019. The motion passed unanimously, 7-0-0.

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- iii. **[THIRD READING]** Ordinance relating to mortgages, conveyances to secure debt, and liens; to provide for definitions; to provide for guidelines for vacant and foreclosed property registries; to provide for exemptions; to provide for maximum fees and penalties for registration and failure to register; to provide for appellate rights; to provide for severability; to provide an effective date; to repeal all ordinance and parts of ordinances in conflict herewith; and for other purposes. **(Rowell – Ord2017-020)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to approve Ord2017-020, as amended to Sec. 3-5004 (typographical), to replace Public Works references to Community Development Services, and to Sec. 3-5006 (an annual registration fee of \$100.00). The motion passed unanimously, 7-0-0.

- iv. **[FIRST READING]** Ordinance to comply with O.C.G.A. §50-18-70, ET SEQ.; Designating an “Open Records Officer” and “Assistant Open Records Officer(s)” for the City of South Fulton; Defining the duties and compensation thereof; providing for public record requests to be served upon the Open Records Officer or, in the Officer’s absence or unavailability, upon an Assistant Open Records Officer; providing for the manner of serving public records request on the Open Records Officer; providing for notice of the City’s open records procedures; providing reasonable charges for compliance with public records request; to repeal conflicting code provisions, ordinances, or portions thereof, in conflict with the foregoing; to establish an effective date; and for other purposes. **(Rowell – Ord2017-025)**

PRESENTED/DISCUSSED (FIRST READING)

c. Other Action Items

i. Request approval of the following Board Appointment:

1. Zoning Board of Appeals

- a. Mr. Calvin Bennett to replace Ms. Amethyst Harris **(Jackson)**

A motion was made by Councilmember Jackson and seconded by Councilmember Khalid to approve the Board appointment. The motion passed unanimously, 7-0-0.

~~9. Unfinished Business~~

10. City Manager's Weekly Update

- **Interim City Manager Ruth C. Jones gave an overview of her report.**
- **Councilmember Gumbs requested an explanation of the 1 million dollar discussion being placed on the website.**
- **Chief Financial Officer Frank Milazi provided information regarding timing and cash flow of the City.**
- **Mayor Pro Tem Rowell requested an analysis for next meeting of the payment obligations with respect to the TANs approved by Council.**
- **Councilmember Baker requested a liaison to actively respond and recruit for Police officers, since we now have a P.O.S.T. designation.**
- **Mayor Pro Tem Rowell requested recommendations from the Interim City Manager for the next Work Session on October 10, 2017, to ensure we are ready for the Police Department to move over.**
- **Councilmember Willis requested a presentation on the millage rate regarding a cap of 3% from the Chief Tax Appraiser Dwight Robinson.**

CITY OF SOUTH FULTON, GEORGIA
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11. Mayor and City Council Comments (Two minutes each)

The Mayor and all City Councilmembers made announcements or statements regarding activities within their respective districts or within the City.

12. Executive Session (CLOSED), if necessary

An executive session was held during the Work Session. Please see the Work Session minutes for 9-26-2017.

13. Adjournment

A motion was made by Councilmember Baker and seconded by Mayor Pro Tem Rowell to adjourn the meeting. The motion passed unanimously, 7-0-0.

The meeting was adjourned at 9:06pm.

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-062

RESOLUTION TO ADOPT AN AMENDED PAY AND CLASS SCALE FOR THE CITY OF SOUTH FULTON, GEORGIA, TO APPROVE THE HUMAN RESOURCES DIRECTOR'S USE THEREOF, AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, Section 4.15 of the City Charter authorizes the City Council to establish personnel policies and procedures;

WHEREAS, Sec. 1-6002 of the City of South Fulton Code of Ordinances authorizes the City Council to adopt and approve a pay and classification schedule for use by the Human Resources director;

WHEREAS, at the July 25 regular meeting of the City Council, the City Council adopted a pay and classification schedule for City employees as part of the City's employment policy;

WHEREAS, at the September 19, 2017 Special Call Meeting of the City Council, the City Council adopted the Fiscal Year 2018 Final Budget for the City;

WHEREAS, the City's Fiscal Year 2018 Final Budget adjusted certain job classifications and added positions not included in the City's current pay and classification schedule;

WHEREAS, the City finds it to be in the public interest and for the protection of the public welfare to amend and update the City's pay and class schedule in accordance with the City's Fiscal Year 2018 Final Budget:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Adoption of Amended Pay and Class System.** That the amended pay and class schedule attached hereto and incorporated herein as a part of this Resolution is hereby adopted by the City and is approved for use by the Human Resources director.
2. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.

3. **Severability.** To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City Resolutions are hereby repealed to the extent they are inconsistent with this resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-062** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. CITY OF SOUTH
FULTON, GEORGIA

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



CITY OF SOUTH FULTON PAY & CLASS UPDATE

Zina Cooper,

Director of Human Resources

October 10, 2017

PRESENTATION OBJECTIVES

- ▶ Update Pay & Class Post Budget
 - ▶ As a result of the proposed and approved headcount requirements to support the 2018 budget and in compliance with prior Personnel Resolutions and Amendments requiring all positions be in the Pay & Class schedule
 - ▶ To ensure all job titles for existing SSD departments (Parks & Rec, Police and Fire) are included in the Pay & Class
 - ▶ To ensure all required positions for the start up of the Municipal Court are included in the Pay & Class
- ▶ Present Classification and Title Changes
 - ▶ With the on-boarding of the Director of Community Development Services, the job evaluation and fine tuning of the roles and responsibilities required a reclassification of some positions and titles
 - ▶ Compression issues were identified in Police and GIS that needed to be addressed

NARRATIVE

► New Titles

- Building Permit Inspector
- Code Enforcement Administrator
- Information Technology Director
- Legislative Specialist (PT-Set Rate)
- Network Administrator
- Public Defender (Contract)
- Public Relations specialist
- Records Administrator
- Records and Documents Supervisor
- Storm Water Inspector
- Criminal Information Systems Technician (Police IT)

► Courts

- Chief Judge (Contract 4 year term)
- Clerk of Municipal Court
- Deputy Court Administrator – Professional Services
- Municipal Court Clerk
- Municipal Court Administrator
- Pre-Trial Officer
- Probation Officer
- Program & Probation Manager
- Court Reporter (Contract)
- Solicitor (Contract)

Additional Adjustments

- ▶ Compression and Classification Issues
 - ▶ GIS Analyst – Job evaluation and compression
 - ▶ GIS Specialist Supervisor – Job evaluation and compression
 - ▶ Police Sergeant – Police Sergeant and Police Officer III classified at same level in error

UPDATED ANALYSIS 10.10.2017

2017-2018 BUDGET
City of South Fulton
Revised October 10, 2017

ACTIVE STAFF POSITION TITLE	Min	Max	DCA JOB TITLE	Min	Max	PROPOSED NEW JOB TITLE	Grade	Min	Max	Delta for Min
BUILDING INSPECTOR	\$68,888	\$84,888	Building Inspector	\$88,025	\$95,588	BUILDING PERMIT INSPECTOR	18	\$88,888	\$48,884	\$88,173
CHIEF JUDGE	Determined by STATE		Municipal Court Judge (Retired)	\$89,338	\$99,338	CHIEF JUDGE (CONTRACT PROFESSIONAL SERVICE - 4 YEAR)	DETERMINED BY CONTRACT			\$0.00
NO EQUIVALENT	NA		Municipal Court Clerk	\$84,388	\$74,787	CLERK OF MUNICIPAL COURT	25	\$88,888	\$70,471	\$88,087
CODE ENFORCEMENT ADMINISTRATOR	\$102,267	\$102,266	No Equivalent			CODE ENFORCEMENT ADMINISTRATOR	27	\$88,888	\$88,887	\$102,744
COURT REPORTER	\$81,555	\$81,554	Court Reporter	\$44,288	\$81,554	COURT REPORTER (CONTRACT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT			\$0.00
CRIMINAL INFORMATION SYSTEMS TECHNICIAN	\$85,555	\$85,555	No Equivalent			CRIMINAL INFORMATION SYSTEMS TECHNICIAN	14	\$85,557	\$45,888	\$82,274
COURT PROGRAM ADMINISTRATOR	\$88,777	\$87,777	Assistant Court Administrator, Operations	\$88,227	\$102,888	DEPUTY COURT ADMINISTRATOR - PROFESSIONAL SERVICE	26	\$88,888	\$78,471	\$82,087
FLEET SERVICES COORDINATOR	\$88,555	\$88,555	No Equivalent			FLEET SERVICES COORDINATOR	20	\$45,888	\$84,411	\$85,227
BIS SPECIALIST	\$88,888	\$78,488	No Equivalent			BIS ANALYST	29	\$88,888	\$88,411	\$88,237
BIS SPECIALIST SUPERVISOR	\$87,888	\$88,751	No Equivalent			BIS SPECIALIST SUPERVISOR	24	\$84,488	\$88,888	\$81,888
INFORMATION TECHNOLOGY DIRECTOR	\$188,888	\$288,888	Information Systems/Technology Director	\$188,478	\$188,188	INFORMATION TECHNOLOGY DIRECTOR	21	\$88,888	\$188,888	\$188,788
ENVIRONMENTAL COMPLAINTS SUPERVISOR	\$88,888	\$88,888	No Equivalent			LAND DEVELOPMENT INSPECTOR	18	\$81,888	\$81,888	\$82,188
CONSUMER AFFAIRS	NA		No Equivalent			LEGISLATIVE SPECIALIST (COUNCIL ADO)	27	SET RATE		\$0.00
DC COURT CLERK	\$88,555	\$88,555	Court Clerk, Senior	\$88,888	\$82,788	MUNICIPAL COURT CLERK	14	\$88,888	\$48,888	\$88,574
COURT ADMINISTRATOR	\$88,888	\$88,888	MUNICIPAL COURT ADMINISTRATOR	\$88,888	\$72,884	MUNICIPAL COURT ADMINISTRATOR	27	\$88,888	\$88,887	\$102,744
SENIOR ADMINISTRATION	\$88,888	\$88,888	Network Administrator	\$88,888	\$88,888	NETWORK ADMINISTRATOR	24	\$84,488	\$88,888	\$81,888
POLICE SERGEANT	\$88,888	\$88,888	SERGEANT, POLICE DEPARTMENT	\$88,888	\$78,881	POLICE SERGEANT	20	\$88,888	\$88,888	\$71,884
PRE-TRIAL RELEASE OFFICER	\$88,888	\$88,888	No Equivalent			PRE-TRIAL OFFICER	18	\$81,888	\$81,888	\$82,188
PROBATION OFFICER	\$88,888	\$88,888	No Equivalent			PROBATION OFFICER	18	\$81,888	\$81,888	\$82,188
COURT PROGRAM ADMINISTRATOR	\$88,777	\$87,777	Assistant Court Administrator, Operations	\$88,227	\$102,888	PROGRAMS & PROBATION MANAGER	26	\$88,888	\$78,471	\$88,087
PUBLIC DEFENDER	\$88,888	\$88,888	No Equivalent			PUBLIC DEFENDER (CONTRACT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT			\$0.00
COMMUNITY RELATIONS COORDINATOR	\$88,888	\$88,888	No Equivalent			PUBLIC RELATIONS SPECIALIST	18	\$88,888	\$48,884	\$88,173
RECORDS ADMINISTRATOR	\$88,888	\$88,888	No Equivalent			RECORDS ADMINISTRATOR	20	\$88,888	\$88,888	\$78,888
RECORDS AND DOCUMENTS SUPERVISOR	\$88,888	\$88,888	No Equivalent			RECORDS AND DOCUMENTS SUPERVISOR	18	\$81,888	\$81,888	\$82,188
SOLICITOR	Determined by STATE		Municipal Court Solicitor	\$88,188	\$87,888	SOLICITOR (CONTRACT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT			\$0.00
SENIOR INSPECTOR	\$88,888	\$88,888	Environmental Quality Associate	\$88,788	\$88,888	SP. INSPECTOR	18	\$81,888	\$81,888	\$82,188
STORM WATER INSPECTOR	\$88,888	\$88,888	Environmental Quality Associate	\$88,788	\$88,888	STORM WATER INSPECTOR	17	\$88,888	\$87,887	\$87,448

PROPOSED PAY & CLASS FOR CoSF 10.10.2017

Proposed COSF Job title	Grade	Min	Mid	Max
ACCOUNTANT	25	\$58,856	\$73,471	\$88,087
ACCOUNTING ASSOCIATE	19	\$41,513	\$51,822	\$62,131
ADMINISTRATIVE COORDINATOR I	18	\$39,536	\$49,354	\$59,172
ADMINISTRATIVE COORDINATOR II	19	\$41,513	\$51,822	\$62,131
ADMINISTRATIVE MANAGER, FIRE	26	\$63,564	\$79,349	\$95,134
ADMINISTRATIVE MANAGER, POLICE	26	\$63,564	\$79,349	\$95,134
ADMINISTRATIVE SECRETARY	15	\$36,181	\$45,166	\$54,151
ADMINISTRATIVE SPECIALIST	12	\$33,111	\$41,333	\$49,556
ADMINISTRATIVE TECHNICIAN	10	\$31,210	\$38,961	\$46,711
ADMINSITRATIVE CLERK	6	\$27,730	\$34,616	\$41,502
AQUATIC INSTRUCTOR	15	\$36,181	\$45,166	\$54,151
AQUATICS SUPERVISOR	19	\$41,513	\$51,822	\$62,131
ARBORIST	19	\$41,513	\$51,822	\$62,131
ASSISTANT TO THE CITY MANAGER	31	\$93,396	\$116,589	\$139,782
AUDIO/VISUAL TECHNICIAN	17	\$38,385	\$47,917	\$57,448
BUDGET ANALYST	22	\$48,056	\$59,990	\$71,924
BUDGET MANAGER	30	\$86,478	\$107,953	\$129,428
BUILDING PERMIT INSPECTOR	18	\$39,536	\$49,354	\$59,172
BUSINESS TAX INSPECTOR	16	\$37,267	\$46,521	\$55,775
BUSINESS TAX SPECIALIST	11	\$32,146	\$40,129	\$48,112
CHIEF FINANCIAL OFFICER	34	\$117,653	\$146,869	\$176,086
CHIEF JUDGE	28	\$74,141	\$92,552	\$110,964
CITY CLERK	29	\$80,072	\$99,957	\$119,841
CITY ENGINEER	28	\$74,141	\$92,552	\$110,964
CLERK OF MUNICIPAL COURT	25	\$58,856	\$73,471	\$88,087
CODE ENFORCEMENT ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744
CODE ENFORCEMENT MANAGER	24	\$54,496	\$68,029	\$81,562
CODE ENFORCEMENT OFFICER I	15	\$36,181	\$45,166	\$54,151
CODE ENFORCEMENT OFFICER II	16	\$37,267	\$46,521	\$55,775
CODE ENFORCEMENT TEAM LEADER	18	\$39,536	\$49,354	\$59,172
COMMUNICATIONS & EXT AFFAIRS DIRECTOR	31	\$93,396	\$116,589	\$139,782
CONSTRUCTION & OPERATIONS MANAGER	27	\$68,649	\$85,697	\$102,744
CONTROLLER	31	\$93,396	\$116,589	\$139,782
COURT REPORTER (CONTRACT PROFESSIONAL SERVICE)	18	\$39,536	\$49,354	\$59,172
CREW LEADER	13	\$34,104	\$42,573	\$51,042
CREW SUPERVISOR	19	\$41,513	\$51,822	\$62,131
CREW SUPERVISOR, SENIOR	20	\$43,589	\$54,413	\$65,237
CRIME SCENE SUPERVISOR	21	\$45,768	\$57,133	\$68,499
CRIMINAL INFORMATION SYSTEMS TECHNICIAN	14	\$35,127	\$43,850	\$52,574
DEPUTY CITY CLERK	26	\$63,564	\$79,349	\$95,134
DEPUTY COURT ADMINISTRATOR - PROFESSIONAL SERVICES	25	\$58,856	\$73,471	\$88,087
DEPUTY DIRECTOR OF HUMAN RESOURCES	29	\$80,072	\$99,957	\$119,841
DEPUTY DIRECTOR, PLANNING	29	\$80,072	\$99,957	\$119,841
DEPUTY DIRECTOR, TRANSPORTATION	29	\$80,072	\$99,957	\$119,841
DEVELOPMENT SERVICES MANAGER	24	\$54,496	\$68,029	\$81,562
DEVELOPMENT SITE INSPECTOR	20	\$43,589	\$54,413	\$65,237
DIGITAL COMMUNICATIONS SPECIALIST	20	\$43,589	\$54,413	\$65,237

DIRECTOR OF HUMAN RESOURCES	31	\$93,396	\$116,589	\$139,782
DIRECTOR, COMMUNITY DEVELOPMENT SERVICES	31	\$93,396	\$116,589	\$139,782
DIRECTOR, PARKS & RECREATION	31	\$93,396	\$116,589	\$139,782
DIRECTOR, TRANSPORTATION	31	\$93,396	\$116,589	\$139,782
ECONOMIC DEVELOPMENT ADMINISTRATOR	28	\$74,141	\$92,552	\$110,964
ENGINEERING TECHNICIAN	18	\$39,536	\$49,354	\$59,172
ENGINEERING TECHNICIAN, SENIOR	20	\$43,589	\$54,413	\$65,237
ENVIRONMENTAL COURT COORDINATOR	19	\$41,513	\$51,822	\$62,131
EQUIPMENT OPERATOR	10	\$31,210	\$38,961	\$46,711
EQUIPMENT OPERATOR, SENIOR	12	\$33,111	\$41,333	\$49,556
EROSION AND SOIL INSPECTOR	19	\$41,513	\$51,822	\$62,131
EXECUTIVE ASSISTANT	19	\$41,513	\$51,822	\$62,131
EXECUTIVE ASSISTANT MAYOR	21	\$45,768	\$57,133	\$68,499
FINANCIAL SYSTEMS MANAGER	26	\$63,564	\$79,349	\$95,134
FIRE BATTALION CHIEF	27	\$68,649	\$85,697	\$102,744
FIRE CAPTAIN	26	\$63,564	\$79,349	\$95,134
FIRE CHIEF	34	\$117,653	\$146,869	\$176,086
FIRE DEPUTY CHIEF	31	\$93,396	\$116,589	\$139,782
FIRE DEPUTY MARSHAL	26	\$63,564	\$79,349	\$95,134
FIRE EDUCATION SPECIALIST	18	\$39,536	\$49,354	\$59,172
FIRE LIEUTENANT	24	\$54,496	\$68,029	\$81,562
FIRE MARSHALL	29	\$80,072	\$99,957	\$119,841
FIRE PREVENTION OFFICER	19	\$41,513	\$51,822	\$62,131
FIREFIGHTER I	18	\$39,536	\$49,354	\$59,172
FIREFIGHTER II	19	\$41,513	\$51,822	\$62,131
FIREFIGHTER III	20	\$43,589	\$54,413	\$65,237
FISCAL SUPPORT SPECIALIST	13	\$34,104	\$42,573	\$51,042
FLEET MANAGER	26	\$63,564	\$79,349	\$95,134
FLEET SERVICE COORDINATOR, POLICE	20	\$43,589	\$54,413	\$65,237
FLEET SERVICES COORDINATOR	20	\$43,589	\$54,413	\$65,237
FORENSIC TECHNICIAN	16	\$37,267	\$46,521	\$55,775
GENERAL SUPERVISOR, ROADS	23	\$50,459	\$62,990	\$75,520
GIS ANALYST	20	\$43,589	\$54,413	\$65,237
GIS SPECIALIST SUPERVISER	24	\$54,496	\$68,029	\$81,562
GRANTS ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744
GRAPHIC DESIGNER	20	\$43,589	\$54,413	\$65,237
GROUND & PARKS MAINTENANCE WORKER	8	\$29,419	\$36,724	\$44,029
HEAVY EQUIPMENT MECHANIC	16	\$37,267	\$46,521	\$55,775
HEAVY EQUIPMENT OPERATOR	15	\$36,181	\$45,166	\$54,151
HR GENERALIST	22	\$48,056	\$59,990	\$71,924
HUMAN RESOURCES SPECIALIST	14	\$35,127	\$43,850	\$52,574
INFORMATION TECHNOLOGY DIRECTOR	31	\$93,396	\$116,589	\$139,782
LEGISLATIVE SPECIALIST (COUNCIL AID)	PT	SET RATE		
LIFEGUARD	8	\$29,419	\$36,724	\$44,029
MAINTENANCE WORKER	6	\$27,730	\$34,616	\$41,502
MAINTENANCE WORKER, SENIOR	8	\$29,419	\$36,724	\$44,029
MANAGEMENT / POLICY ANALYST I	18	\$39,536	\$49,354	\$59,172
MANAGEMENT / POLICY ANALYST II	20	\$43,589	\$54,413	\$65,237
MANAGEMENT / POLICY ANALYST III	22	\$48,056	\$59,990	\$71,924

MARKETING SPECIALIST	13	\$34,104	\$42,573	\$51,042
MUNICIPAL COURT CLERK	14	\$35,127	\$43,850	\$52,574
MUNICIPAL COURT ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744
NETWORK ADMINISTRATOR	24	\$54,496	\$68,029	\$81,562
NETWORK SPECIALIST	20	\$43,589	\$54,413	\$65,237
OCCUPATIONAL HEALTH AND SAFETY MANAGER	21	\$45,768	\$57,133	\$68,499
PARK SERVICES MANAGER	26	\$63,564	\$79,349	\$95,134
PARK SERVICES SUPERVISOR	19	\$41,513	\$51,822	\$62,131
PAYROLL & LEAVE SPECIALIST	11	\$32,146	\$40,129	\$48,112
PERMIT SPECIALIST	11	\$32,146	\$40,129	\$48,112
PLANNER I	18	\$39,536	\$49,354	\$59,172
PLANNER II	20	\$43,589	\$54,413	\$65,237
PLANNER III (Senior)	23	\$50,459	\$62,990	\$75,520
PLANS REVIEWER	20	\$43,589	\$54,413	\$65,237
POLICE CAPTAIN	28	\$74,141	\$92,552	\$110,964
POLICE CHIEF	34	\$117,653	\$146,869	\$176,086
POLICE DEPUTY CHIEF	31	\$93,396	\$116,589	\$139,782
POLICE DETECTIVE	21	\$45,768	\$57,133	\$68,499
POLICE LIEUTENANT	24	\$54,496	\$68,029	\$81,562
POLICE MAJOR	29	\$80,072	\$99,957	\$119,841
POLICE OFFICER I	19	\$41,513	\$51,822	\$62,131
POLICE OFFICER II	20	\$43,589	\$54,413	\$65,237
POLICE OFFICER III	21	\$45,768	\$57,133	\$68,499
POLICE OFFICER, PILOT	25	\$58,856	\$73,471	\$88,087
POLICE SERGEANT	22	\$48,056	\$59,990	\$71,924
PRE-TRIAL OFFICER	19	\$41,513	\$51,822	\$62,131
PROBATION OFFICER	19	\$41,513	\$51,822	\$62,131
PROFESSIONAL ENGINEER	27	\$68,649	\$85,697	\$102,744
PROGRAMS & PROBATION MANAGER	25	\$58,856	\$73,471	\$88,087
PUBLIC DEFENDER (CONTRACT PROFESSIONAL SERVICE)	24	\$54,496	\$68,029	\$81,562
PUBLIC RELATIONS SPECIALIST	18	\$39,536	\$49,354	\$59,172
PURCHASING/PROCUREMENT MANAGER	27	\$68,649	\$85,697	\$102,744
RECORDS ADMINISTRATOR	23	\$50,459	\$62,990	\$75,520
RECORDS AND DOCUMENTS COORDINATOR	13	\$34,104	\$42,573	\$51,042
RECORDS AND DOCUMENTS SUPERVISOR	19	\$41,513	\$51,822	\$62,131
RECREATION CENTER SUPERVISOR	19	\$41,513	\$51,822	\$62,131
RECREATION CENTER SUPERVISOR, ASSISTANT	18	\$39,536	\$49,354	\$59,172
RECREATION MANAGER	25	\$58,856	\$73,471	\$88,087
RECREATION SPECIALIST	8	\$29,419	\$36,724	\$44,029
RISK MANAGER	25	\$58,856	\$73,471	\$88,087
SENIOR BUDGET ANALYST	23	\$50,459	\$62,990	\$75,520
SIGN FABRICATOR	12	\$33,111	\$41,333	\$49,556
SOLICITOR (CONTRAT PROFESSIONAL SERVICE)	25	\$58,856	\$73,471	\$88,087
STORM WATER INSPECTOR	17	\$38,385	\$47,917	\$57,448
TRAFFIC OPERATIONS MANAGER	27	\$68,649	\$85,697	\$102,744
TRAFFIC SIGNAL TECHNICIAN	18	\$39,536	\$49,354	\$59,172
TRAFFIC SIGNALS SUPERVISOR	21	\$45,768	\$57,133	\$68,499
TRAFFIC SIGNS & MARKINGS SPECIALIST	12	\$33,111	\$41,333	\$49,556
TREASURY MANAGER	28	\$74,141	\$92,552	\$110,964

Proposed COSF Job title	Grade	Min	Mid	Max	Comments
ACCOUNTANT	25	\$58,856	\$73,471	\$88,087	
ACCOUNTING ASSOCIATE	19	\$41,513	\$51,822	\$62,131	
ADMINISTRATIVE COORDINATOR I	18	\$39,536	\$49,354	\$59,172	
ADMINISTRATIVE COORDINATOR II	19	\$41,513	\$51,822	\$62,131	
ADMINISTRATIVE MANAGER, FIRE	26	\$63,564	\$79,349	\$95,134	
ADMINISTRATIVE MANAGER, POLICE	26	\$63,564	\$79,349	\$95,134	
ADMINISTRATIVE SECRETARY	15	\$36,181	\$45,166	\$54,151	
ADMINISTRATIVE SPECIALIST	12	\$33,111	\$41,333	\$49,556	
ADMINISTRATIVE TECHNICIAN	10	\$31,210	\$38,961	\$46,711	
ADMINSITRATIVE CLERK	6	\$27,730	\$34,616	\$41,502	
AQUATIC INSTRUCTOR	15	\$36,181	\$45,166	\$54,151	
AQUATICS SUPERVISOR	19	\$41,513	\$51,822	\$62,131	
ARBORIST	19	\$41,513	\$51,822	\$62,131	
ASSISTANT TO THE CITY MANAGER	31	\$93,396	\$116,589	\$139,782	
AUDIO/VISUAL TECHNICIAN	17	\$38,385	\$47,917	\$57,448	
BUDGET ANALYST	22	\$48,056	\$59,990	\$71,924	
BUDGET MANAGER	30	\$86,478	\$107,953	\$129,428	
BUILDING PERMIT INSPECTOR	18	\$39,536	\$49,354	\$59,172	New Title
BUSINESS TAX INSPECTOR	16	\$37,267	\$46,521	\$55,775	
BUSINESS TAX SPECIALIST	11	\$32,146	\$40,129	\$48,112	
CHIEF FINANCIAL OFFICER	34	\$117,653	\$146,869	\$176,086	
CHIEF JUDGE	DETERMINED BY CONTRACT				Courts
CITY CLERK	29	\$80,072	\$99,957	\$119,841	
CITY ENGINEER	28	\$74,141	\$92,552	\$110,964	
CLERK OF MUNICIPAL COURT	25	\$58,856	\$73,471	\$88,087	Courts
CODE ENFORCEMENT ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744	New Title
CODE ENFORCEMENT MANAGER	24	\$54,496	\$68,029	\$81,562	
CODE ENFORCEMENT OFFICER I	15	\$36,181	\$45,166	\$54,151	
CODE ENFORCEMENT OFFICER II	16	\$37,267	\$46,521	\$55,775	
CODE ENFORCEMENT TEAM LEADER	18	\$39,536	\$49,354	\$59,172	
COMMUNICATIONS & EXT AFFAIRS DIRECTOR	31	\$93,396	\$116,589	\$139,782	
CONSTRUCTION & OPERATIONS MANAGER	27	\$68,649	\$85,697	\$102,744	
CONTROLLER	31	\$93,396	\$116,589	\$139,782	
COURT REPORTER (CONTRACT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT				Courts
CREW LEADER	13	\$34,104	\$42,573	\$51,042	
CREW SUPERVISOR	19	\$41,513	\$51,822	\$62,131	
CREW SUPERVISOR, SENIOR	20	\$43,589	\$54,413	\$65,237	
CRIME SCENE SUPERVISOR	21	\$45,768	\$57,133	\$68,499	
CRIMINAL INFORMATION SYSTEMS TECHNICIAN	14	\$35,127	\$43,850	\$52,574	Police IT
DEPUTY CITY CLERK	26	\$63,564	\$79,349	\$95,134	
DEPUTY COURT ADMINISTRATOR - PROFESSIONAL SERVICES	25	\$58,856	\$73,471	\$88,087	Courts
DEPUTY DIRECTOR OF HUMAN RESOURCES	29	\$80,072	\$99,957	\$119,841	
DEPUTY DIRECTOR, PLANNING	29	\$80,072	\$99,957	\$119,841	Title change
DEPUTY DIRECTOR, TRANSPORTATION	29	\$80,072	\$99,957	\$119,841	
DEVELOPMENT SERVICES MANAGER	24	\$54,496	\$68,029	\$81,562	
DEVELOPMENT SITE INSPECTOR	20	\$43,589	\$54,413	\$65,237	Title change
DIGITAL COMMUNICATIONS SPECIALIST	20	\$43,589	\$54,413	\$65,237	
DIRECTOR OF HUMAN RESOURCES	31	\$93,396	\$116,589	\$139,782	
DIRECTOR, COMMUNITY DEVELOPMENT SERVICES	31	\$93,396	\$116,589	\$139,782	
DIRECTOR, PARKS & RECREATION	31	\$93,396	\$116,589	\$139,782	
DIRECTOR, TRANSPORTATION	31	\$93,396	\$116,589	\$139,782	

Proposed COSF Job title	Grade	Min	Mid	Max	Comments
ECONOMIC DEVELOPMENT ADMINISTRATOR	28	\$74,141	\$92,552	\$110,964	
ENGINEERING TECHNICIAN	18	\$39,536	\$49,354	\$59,172	
ENGINEERING TECHNICIAN, SENIOR	20	\$43,589	\$54,413	\$65,237	
ENVIRONMENTAL COURT COORDINATOR	19	\$41,513	\$51,822	\$62,131	
EQUIPMENT OPERATOR	10	\$31,210	\$38,961	\$46,711	
EQUIPMENT OPERATOR, SENIOR	12	\$33,111	\$41,333	\$49,556	
LAND DEVELOPMENT INSPECTOR	19	41512.92	51821.73	62130.54	Title change
EXECUTIVE ASSISTANT	19	\$41,513	\$51,822	\$62,131	
EXECUTIVE ASSISTANT MAYOR	21	\$45,768	\$57,133	\$68,499	
FINANCIAL SYSTEMS MANAGER	26	\$63,564	\$79,349	\$95,134	
FIRE BATTALION CHIEF	27	\$68,649	\$85,697	\$102,744	
FIRE CAPTAIN	26	\$63,564	\$79,349	\$95,134	
FIRE CHIEF	34	\$117,653	\$146,869	\$176,086	
FIRE DEPUTY CHIEF	31	\$93,396	\$116,589	\$139,782	
FIRE DEPUTY MARSHAL	26	\$63,564	\$79,349	\$95,134	
FIRE EDUCATION SPECIALIST	18	\$39,536	\$49,354	\$59,172	
FIRE LIEUTENANT	24	\$54,496	\$68,029	\$81,562	
FIRE MARSHALL	29	\$80,072	\$99,957	\$119,841	
FIRE PREVENTION OFFICER	19	\$41,513	\$51,822	\$62,131	
FIREFIGHTER I	18	\$39,536	\$49,354	\$59,172	
FIREFIGHTER II	19	\$41,513	\$51,822	\$62,131	
FIREFIGHTER III	20	\$43,589	\$54,413	\$65,237	
FISCAL SUPPORT SPECIALIST	13	\$34,104	\$42,573	\$51,042	
FLEET MANAGER	26	\$63,564	\$79,349	\$95,134	
FLEET SERVICE COORDINATOR, POLICE	20	\$43,589	\$54,413	\$65,237	
FLEET SERVICES COORDINATOR	20	\$43,589	\$54,413	\$65,237	Police Fleet
FORENSIC TECHNICIAN	16	\$37,267	\$46,521	\$55,775	
GENERAL SUPERVISOR, ROADS	23	\$50,459	\$62,990	\$75,520	
GIS ANALYST	20	\$43,589	\$54,413	\$65,237	Compression
GIS MANAGER	24	\$54,496	\$68,029	\$81,562	Classification Change
GRANTS ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744	
GRAPHIC DESIGNER	20	\$43,589	\$54,413	\$65,237	
GROUND & PARKS MAINTENANCE WORKER	8	\$29,419	\$36,724	\$44,029	
HEAVY EQUIPMENT MECHANIC	16	\$37,267	\$46,521	\$55,775	
HEAVY EQUIPMENT OPERATOR	15	\$36,181	\$45,166	\$54,151	
HR GENERALIST	22	\$48,056	\$59,990	\$71,924	
HUMAN RESOURCES SPECIALIST	14	\$35,127	\$43,850	\$52,574	
INFORMATION TECHNOLOGY DIRECTOR	31	\$93,396	\$116,589	\$139,782	New Title
LEGISLATIVE SPECIALIST (COUNCIL AID)	PT	SET RATE			New Title
LIFEGUARD	8	\$29,419	\$36,724	\$44,029	
MAINTENANCE WORKER	6	\$27,730	\$34,616	\$41,502	
MAINTENANCE WORKER, SENIOR	8	\$29,419	\$36,724	\$44,029	
MANAGEMENT / POLICY ANALYST I	18	\$39,536	\$49,354	\$59,172	
MANAGEMENT / POLICY ANALYST III	23	\$50,459	\$62,990	\$75,520	
MARKETING SPECIALIST	13	\$34,104	\$42,573	\$51,042	
MUNICIPAL COURT CLERK	14	\$35,127	\$43,850	\$52,574	Courts
MUNICIPAL COURT ADMINISTRATOR	27	\$68,649	\$85,697	\$102,744	Courts
NETWORK ADMINISTRATOR	24	\$54,496	\$68,029	\$81,562	New Title
NETWORK SPECIALIST	20	\$43,589	\$54,413	\$65,237	
OCCUPATIONAL HEALTH AND SAFETY MANAGER	21	\$45,768	\$57,133	\$68,499	
PARK SERVICES MANAGER	26	\$63,564	\$79,349	\$95,134	

Proposed COSF Job title	Grade	Min	Mid	Max	Comments
PARK SERVICES SUPERVISOR	19	\$41,513	\$51,822	\$62,131	
PAYROLL & LEAVE SPECIALIST	11	\$32,146	\$40,129	\$48,112	
PERMIT SPECIALIST	11	\$32,146	\$40,129	\$48,112	
PLANNER I	18	\$39,536	\$49,354	\$59,172	
PLANNER II	20	\$43,589	\$54,413	\$65,237	
PLANNER III (Senior)	23	\$50,459	\$62,990	\$75,520	
PLANS REVIEWER	20	\$43,589	\$54,413	\$65,237	
POLICE CAPTAIN	28	\$74,141	\$92,552	\$110,964	
POLICE CHIEF	34	\$117,653	\$146,869	\$176,086	
POLICE DEPUTY CHIEF	31	\$93,396	\$116,589	\$139,782	
POLICE DETECTIVE	21	\$45,768	\$57,133	\$68,499	
POLICE LIEUTENANT	24	\$54,496	\$68,029	\$81,562	
POLICE MAJOR	29	\$80,072	\$99,957	\$119,841	
POLICE OFFICER I	19	\$41,513	\$51,822	\$62,131	
POLICE OFFICER II	20	\$43,589	\$54,413	\$65,237	
POLICE OFFICER III	21	\$45,768	\$57,133	\$68,499	
POLICE OFFICER, PILOT	25	\$58,856	\$73,471	\$88,087	
POLICE SERGEANT	22	\$48,056	\$59,990	\$71,924	Police Compress/PIII
PRE-TRIAL OFFICER	19	\$41,513	\$51,822	\$62,131	Courts
PROBATION OFFICER	19	\$41,513	\$51,822	\$62,131	Courts
PROFESSIONAL ENGINEER	27	\$68,649	\$85,697	\$102,744	
PROGRAMS & PROBATION MANAGER	25	\$58,856	\$73,471	\$88,087	Courts
PUBLIC DEFENDER (CONTRACT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT				
PUBLIC RELATIONS SPECIALIST	18	\$39,536	\$49,354	\$59,172	New Title
PURCHASING/PROCUREMENT MANAGER	27	\$68,649	\$85,697	\$102,744	
RECORDS ADMINISTRATOR	23	\$50,459	\$62,990	\$75,520	New Title
RECORDS AND DOCUMENTS COORDINATOR	13	\$34,104	\$42,573	\$51,042	
RECORDS AND DOCUMENTS SUPERVISOR	19	\$41,513	\$51,822	\$62,131	New Title
RECREATION CENTER SUPERVISOR	19	\$41,513	\$51,822	\$62,131	
RECREATION CENTER SUPERVISOR, ASSISTANT	18	\$39,536	\$49,354	\$59,172	
RECREATION MANAGER	25	\$58,856	\$73,471	\$88,087	
RECREATION SPECIALIST	8	\$29,419	\$36,724	\$44,029	
RISK MANAGER	25	\$58,856	\$73,471	\$88,087	
SENIOR BUDGET ANALYST	23	\$50,459	\$62,990	\$75,520	
SIGN FABRICATOR	12	\$33,111	\$41,333	\$49,556	
SOLICITOR (CONTRAT PROFESSIONAL SERVICE)	DETERMINED BY CONTRACT				Courts
STORM WATER INSPECTOR	17	\$38,385	\$47,917	\$57,448	New Title
TRAFFIC OPERATIONS MANAGER	27	\$68,649	\$85,697	\$102,744	
TRAFFIC SIGNAL TECHNICIAN	18	\$39,536	\$49,354	\$59,172	
TRAFFIC SIGNALS SUPERVISOR	21	\$45,768	\$57,133	\$68,499	
TRAFFIC SIGNS & MARKINGS SPECIALIST	12	\$33,111	\$41,333	\$49,556	
TREASURY MANAGER	28	\$74,141	\$92,552	\$110,964	

ACTIVE STAFF- Fulton Title		Min	Max	DCA Job Title		Min	Max	Proposed COSF Job title		Grade	Min	Mid	Max	Delta for Min
BUILDING INSPECTOR		\$42,893	\$64,204	Building Inspector		\$36,023	\$55,923	BUILDING PERMIT INSPECTOR		18	\$39,536	\$49,354	\$59,172	↕ -\$3,266.88
CHIEF JUDGE	Determined by STATE			Municipal Court Judge (Smyrna)		\$51,836	\$51,836	CHIEF JUDGE (CONTRACT PROFESSIONAL SERVICE - 4 YEAR)		DETERMINED	\$58,856	\$73,471	\$88,087	↗ \$0.00
NO EQUIVALENT	N/A			Municipal Court Clerk		\$61,899	\$74,767	CLERK OF MUNICIPAL COURT		25	\$68,649	\$85,697	\$102,744	↗ \$412.21
CODE ENFORCEMENT ADMINISTRATOR	\$68,237	\$102,355		No Equivalent				CODE ENFORCEMENT ADMINISTRATOR		27				↗ \$0.00
COURT REPORTER	\$41,269	\$61,904		Court Reporter		\$41,269	\$61,904	COURT REPORTER (CONTRACT PROFESSIONAL SERVICE)		DETERMINED BY CONTRACT				↗ \$0.00
CRIMINAL INFORMATIONS SYSTEMS TECHNICIAN	\$35,135	\$52,703		No Equivalent				CRIMINAL INFORMATIONS SYSTEMS TECHNICIAN		14	\$35,127	\$43,850	\$52,574	↕ -\$7.67
COURT PROGRAM ADMINISTRATOR	\$64,777	\$97,166		Assistant Court Administrator, Operations		\$68,237	\$102,355	DEPUTY COURT ADMINISTRATOR - PROFESSIONAL SERVICES		25	\$68,856	\$73,471	\$88,087	↕ -\$5,921.37
FLEET SERVICES COORDINATOR	\$44,336	\$66,505		No Equivalent				FLEET SERVICES COORDINATOR		20	\$43,589	\$54,413	\$65,237	↕ -\$747.43
GIS SPECIALIST III	\$50,939	\$76,408		No Equivalent				GIS ANALYST		20	\$43,589	\$54,413	\$65,237	↕ -\$7,350.43
GIS SPECIALIST SUPERVISOR	\$57,858	\$86,787		No Equivalent				GIS SPECIALIST SUPERVISOR		24	\$54,496	\$68,029	\$81,562	↕ -\$3,362.05
INFORMATION TECHNOLOGY DIRECTOR	\$136,044	\$204,066		Information Systems/Technology Director		\$104,179	\$154,108	INFORMATION TECHNOLOGY DIRECTOR		31	\$93,396	\$116,589	\$139,782	↕ -\$42,647.51
EROSION AND SOIL CONTROL INSPECTOR	\$41,269	\$61,904		No Equivalent				LAND DEVELOPMENT INSPECTOR		19	\$41,513	\$51,822	\$62,131	↗ \$243.92
COUNCIL ASSISTANT	N/A			No Equivalent				LEGISLATIVE SPECIALIST (COUNCIL AID)		PT	SET RATE			↗ \$0.00
SR. COURT CLERK	\$35,135	\$52,703		Court Clerk, Senior		\$35,135	\$52,703	MUNICIPAL COURT CLERK		14	\$35,127	\$43,850	\$52,574	↕ -\$7.67
COURT ADMINISTRATOR	\$121,021	\$181,532		MUNICIPAL COURT ADMINISTRATOR		\$80,869	\$121,304	MUNICIPAL COURT ADMINISTRATOR		27	\$68,649	\$85,697	\$102,744	↕ -\$52,371.79
NETWORK ADMINISTRATOR	\$54,398	\$81,597		Network Administrator		\$55,529	\$86,127	NETWORK ADMINISTRATOR		24	\$54,496	\$68,029	\$81,562	↗ \$97.95
POLICE SERGEANT	\$45,870	\$68,805		SERGEANT, POLICE DEPARTMENT		\$55,794	\$79,301	POLICE SERGEANT		22	\$48,056	\$59,990	\$71,924	↗ \$2,186.40
PRE-TRIAL RELEASE OFFICER II	\$44,336	\$66,505		No Equivalent				PRE-TRIAL OFFICER		19	\$41,513	\$51,822	\$62,131	↕ -\$2,823.08
PROBATION OFFICER	\$44,336	\$66,505		No Equivalent		\$38,431	\$59,078	PROBATION OFFICER		19	\$41,513	\$51,822	\$62,131	↕ -\$2,823.08
COURT PROGRAM ADMINISTRATOR	\$64,777	\$97,166		Assistant Court Administrator, Operations		\$68,237	\$102,355	PROGRAMS & PROBATION MANAGER		25	\$58,856	\$73,471	\$88,087	↕ -\$5,921.37
ASSISTANT PUBLIC DEFENDER IV	\$75,136	\$112,734		No Equivalent				PUBLIC DEFENDER (CONTRACT PROFESSIONAL SERVICE)		DETERMINED BY CONTRACT				#VALUE!
COMMUNITY RELATIONS COORDINATOR	\$39,736	\$59,604		No Equivalent				PUBLIC RELATIONS SPECIALIST		18	\$39,536	\$49,354	\$59,172	↕ -\$199.88
RECORDS ADMINISTRATOR	\$50,939	\$76,408		No Equivalent				RECORDS ADMINISTRATOR		23	\$50,459	\$62,990	\$75,520	↕ -\$479.78
RECORDS AND DOCUMENTS SUPERVISOR	\$42,803	\$64,204		No Equivalent				RECORDS AND DOCUMENTS SUPERVISOR		19	\$41,513	\$51,822	\$62,131	↕ -\$1,290.08
SOLICITOR	Determined by STATE			Municipal Court Solicitor		\$61,193	\$97,909	SOLICITOR (CONTRAT PROFESSIONAL SERVICE)		DETERMINED BY CONTRACT				↗ \$0.00
SENIOR ARBORIST	\$45,870	\$68,805		Environmental Quality Associate		\$39,736	\$59,604	SR. ARBORIST		19	\$41,513	\$51,822	\$62,131	↕ -\$4,357.08
STORM WATER INSPECTOR	\$38,202	\$57,303		Environmental Quality Associate		\$39,736	\$59,604	STORM WATER INSPECTOR		17	\$38,385	\$47,917	\$57,448	↗ \$182.58



City of South Fulton

WHEREAS, The National Grand Lodge was authentically established, and started out on her mission of benevolent, uplift work among our people of color on June 24, 1847, in Boston, Massachusetts.

WHEREAS, The Ancient York Masonry is the oldest and the mother of all National Grand Lodges. The National Grand Lodge of Free and Accepted Ancient York Masons (Colored) for the United States of America and in several states was invested and constituted.

WHEREAS, The Honorable Lester Clark 33rd degree is the Grand Master of Masons in the jurisdiction of Georgia, whose mission entails Hope, Faith and Charity.

WHEREAS, The Most Worshipful Smooth Ashlar Grand Lodge of Free & Accepted Ancient York Rite Masons, Prince Hall Origin, National Compact in and for the great state and jurisdiction of Georgia is hosting the Grand Master Banquet at the Atlanta Airport Marriott and they are presenting the 2017 Trailblazer and Hidden Figure Awards.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton recognize and do hereby proclaim Saturday, September 30, 2017, as **“THE MOST WORSHIPFUL SMOOTH ASHLAR GRAND LODGE SESSION, 2017 GRAND LODGE CALL APPRECIATION DAY”** in the City of South Fulton, Georgia.

Councilmember Rosie Jackson, District 5



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-054

**RESOLUTION APPOINTING TIFFANY CARTER SELLERS AS THE CHIEF
JUDGE FOR THE MUNICIPAL COURT OF THE CITY OF SOUTH FULTON;
AND FOR OTHER PURPOSES.**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, Section 5.11(a) of the City Charter requires that the Mayor nominate a qualified candidate for the position of Chief Judge of the Municipal Court and the Mayor has nominated Tiffany Carter Sellers as a qualified candidate for the position of Chief Judge; and

WHEREAS, Section 5.11(c) of the City Charter provides that the position of the Chief Judge shall not be a full-time position and the person serving as chief judge may engage in the private practice of law; and

WHEREAS, Section 5.11(d) of the City Charter provides that the Chief Judge shall serve a term of four years, coincident with the term of the Mayor; and

WHEREAS, the City Council has considered the candidate nominated by the Mayor, and has determined that the Mayor’s candidate possesses the correct qualifications, experience, and skills for appointment to the position of Chief Judge; and

WHEREAS, the City Council finds that the foregoing appointment is necessary and beneficial to its citizens and to the efficient operation of the City.

**THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:**

1. **Appointment.** The City Council hereby approves the nomination of Tiffany Carter Sellers as the Chief Judge pursuant to the provisions of the City of South Fulton Charter Section 5.11.
2. **Compensation** – The City Council shall fix the compensation of the chief judge pursuant to Section 5.11(c) of the City Charter.
3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

4. **Severability.** To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-054** was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-055

**A RESOLUTION APPROVING THE AGREEMENT FOR TRANSFER
OF MUNICIPAL COURT JURISDICTION AND FOR MUNICIPAL
COURT SERVICES BETWEEN FULTON COUNTY, GEORGIA AND
THE CITY OF SOUTH FULTON, GEORGIA**

WHEREAS, Fulton County, Georgia (the “County”) is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City Council is authorized by O.C.G.A. § 36-32-1, *et seq.* to establish and maintain a municipal court having jurisdiction over the violation of City ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal court;

WHEREAS, pursuant to City Charter Sections 5.10 and 5.13, the City is authorized to create a municipal court for the purpose of serving the City by punishing violations of the City Charter, City ordinances, and other such violations as provided by law;

WHEREAS, Section 7.16(d) of the City Charter provides that, absent to an agreement to the contrary, the Municipal Court has limited jurisdiction during the twenty-four month transition period;

WHEREAS, the City requests that the County transfer all necessary court jurisdiction to the Municipal Court of South Fulton on September 1, 2017, prior to the expiration of the twenty-four month transition period;

WHEREAS, the County agrees to convey all necessary court jurisdiction to the Municipal Court of South Fulton on September 1, 2017;

WHEREAS, the City desires to use the County’s Magistrate Judges to provide municipal court services for the City’s Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*;

WHEREAS, the County desires to offer the City the services of the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*;

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide municipal court services within the boundaries of South Fulton for a period not to exceed April 30, 2019; and

WHEREAS, the City finds it to be in the public interest and for the health, safety, welfare, and well-being of the City and its inhabitants to establish a municipal court to hear such matters;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into the following Intergovernmental Agreement for the Provision of Certain Services between Fulton County, Georgia and The City of South Fulton, Georgia, which has been negotiated by the Interim City Manager and the Interim City Attorney and is attached as an exhibit to this resolution.

The foregoing Resolution No. **2017-055** was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

**AGREEMENT FOR
TRANSFER OF MUNICIPAL COURT
JURISDICTION AND FOR MUNICIPAL COURT
SERVICES
between
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS AGREEMENT FOR THE TRANSFER OF MUNICIPAL COURT JURISDICTION AND FOR MUNICIPAL COURT SERVICES ("Agreement"), by and between Fulton County, Georgia ("County") and the City of South Fulton, Georgia ("City") entered into effective as of the _____ day of _____, 2017.

WHEREAS, the City is a municipality created by the 2016 General Assembly pursuant to House Bill 514 ("H.B. 514"); and

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, Section 5.10 of H.B. 514 establishes a Municipal Court of South Fulton; and

WHEREAS, Section 7.16(d) of H.B. 514 provides that, absent an agreement to the contrary, the Municipal Court has limited jurisdiction during the twenty-four month transition period; and

WHEREAS, Section 7.16(d) of H.B. 514 provides that, upon agreement of the City and County, the County may confer "regulatory authority and the appropriate court jurisdiction to the City" prior to the expiration of the twenty-four month transition period; and

WHEREAS, the City requests that the County transfer all necessary court jurisdiction to the Municipal Court of South Fulton on November 1, 2017, prior to the expiration of the twenty-four month transition period; and

WHEREAS, the County agrees to convey all necessary court jurisdiction to the Municipal Court of South Fulton on November 1, 2017; and

WHEREAS, the City desires to use the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*; and

WHEREAS, the County desires to offer the City the services of the County's Magistrate Judges to provide municipal court services for the City's Municipal Court pursuant to O.C.G.A. § 15-10-151 *et seq.*; and

WHEREAS, both the County and the City, through their governing authorities, agree to the terms and obligations set forth herein.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to transfer all regulatory authority and the appropriate court jurisdiction to the City as set forth in Section 7.16(d) of H.B. 514 and to allow County Magistrate Court Judges to provide municipal court services to the City's Municipal Court.

1.2 The County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall, upon reasonable request, make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

POWERS AND DUTIES

In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other the following:

2.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and H.B. 514. To the knowledge of the County and the City, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or City which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the City under this Agreement.

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iii) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in

matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the City is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this section.

ARTICLE 3

TRANSFER OF REGULATORY AUTHORITY AND JURISDICTION

3.1 Effective at midnight on November 1, 2017 (the "Transfer Date"), all County regulatory authority and jurisdiction under Section 7.16(d) of H.B. 514 remaining with the County, shall, to the full extent allowed by law, transfer to the City and the City Municipal Court.

3.2 Beginning on the Transfer Date, the City Municipal Court may exercise all jurisdiction, authority, and powers granted to it under the law including, but not limited to, that jurisdiction, authority, and power granted in Sections 5.11, 5.12, 5.13, and 5.15 of H.B. 514.

3.3 Beginning on the Transfer Date, all citations for violation of laws over which the City Municipal Court has jurisdiction shall be issued on citation books provided by the City at the City's expense. The City shall have sole responsibility for ensuring the citations contain all necessary information related to the ordinance violation, hearing date, hearing location, payment information, or any other information required by law.

3.4 The City Municipal Court shall have full jurisdiction as allowed by law to adjudicate any violation of law that occurs within its jurisdiction on or after the Transfer Date.

3.5 Notwithstanding any provision contained herein to the contrary, any jurisdiction that is transferred in this Agreement is limited to the jurisdiction that may be asserted by the City Municipal Court. Nothing contained herein is intended to expand or alter the jurisdiction of the City Municipal Court beyond that allowed by law or H.B. 514.

3.6 Notwithstanding anything contained herein to the contrary, the County shall retain all jurisdiction and authority to adjudicate any violation of law that occurred prior to the Transfer Date.

ARTICLE 4

[INTENTIONALLY DELETED]

ARTICLE 5

MUNICIPAL COURT SERVICES AND COMPENSATION

5.1. After the Transfer Date, the County shall provide Magistrate Judges to preside as the City's Municipal Court Judges for up to forty (40) hours per week upon a schedule set by the Chief Judge of Fulton County Magistrate Court.

5.2. Any County Magistrate Judge assigned to the City Municipal Court under this Agreement shall preside as a City Municipal Court Judge and shall have all the powers and authority of a City Municipal Court Judge as set forth in Section 5.12 of H.B. 514 and in O.C.G.A. § 36-32-1 *et seq.*

5.3. The Chief Judge of Fulton County Magistrate Court shall have the sole discretion to choose from among any of the County Magistrate Judges to preside as a Municipal Court Judge under this Agreement.

5.4. Any County Magistrate Judge assigned to preside as a Municipal Court Judge shall, while presiding as a Municipal Court Judge, be styled as a judge of the City's Municipal Court and all pleadings, process, and papers of the City Municipal Court shall be styled as such pursuant to O.C.G.A. § 15-10-153.

5.5. The dockets and other records of the City Municipal Court shall be kept separately from those of the County Magistrate Court.

5.6. Each assigned County Magistrate Judge will remain a full-time, regular employee or, where applicable, independent contractor of the County, will remain on the County's payroll, will remain subject to the County's general personnel administration, and will continue to receive compensation and benefits from the County.

5.7. The City shall compensate the County at an hourly rate of eighty nine and 00/100 dollars (\$89.00) per hour for municipal court services provided by County Magistrate Judges. Compensation for the municipal court services shall include, but not be limited to, the Magistrate Judges' time traveling to and from court proceedings, engaging in legal research, presiding over hearings and trials, and drafting orders and judgments.

5.8. After the Transfer Date, the County shall provide the City with clerk-related services sufficient to provide for a functioning Clerk's Office supporting the City's Municipal Court. The City shall compensate the County at a monthly rate of \$17,637.00 per month to provide staffing for a Clerk's Office and provide clerk-related services to the City after the Transfer Date. In addition to the fee for staffing, the City shall also compensate the County for any document- and file-management services at a rate of \$250 per "user" accessing the document management system on behalf of the City,

5.9. After the Transfer Date, the County, through the Office of the Solicitor General, shall provide a solicitor or solicitors to prosecute violations of city ordinance or other laws before the City's Municipal Court. The City shall compensate the County at an hourly rate of _____ per hour for the services of a solicitor. The Solicitor General of the County shall have the sole discretion to choose for among any of the Fulton County assistant solicitors to provide services under this provision.

5.10. The Chief Judge of Fulton County Magistrate Court will provide a monthly invoice to the City on or before the fifteenth (15th) day of the month following the month on which services set forth herein were provided. The invoice shall be paid in full within thirty (30) days of receipt by the City.

ARTICLE 6

TERM FOR MUNICIPAL COURT SERVICES

The term of the Municipal Court Services as set forth in Article 5 of this Agreement shall begin on the Transfer Date and shall terminate on December 31, 2017 (the "Expiration Date"). Prior to the Expiration Date, the City may extend the term of the Municipal Court Services for thirty-day increments by providing at least thirty days' written notice to the Chief Judge of Fulton County Magistrate Court. In no event, however, shall the term of the Municipal Court Services extend past November 30, 2018.

ARTICLE 7

FINES, FEES, ASSESSMENTS, AND FORFEITURES

7.1 Any fines, fees, assessments, and forfeitures ordered for violations that occurred prior to the Transfer Date shall be payable to the County. Any fines, fees, assessments, and forfeitures ordered for violations that occurred on or after the Transfer Date shall be payable to the City.

ARTICLE 8

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 9

RELATIONSHIP TO OTHER AGREEMENTS

Nothing contained in this Agreement shall amend, alter, or modify any other Agreements entered into between the County and City.

ARTICLE 10

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Richard Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With copies to: Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

The Honorable Cassandra Kirk
Chief Judge of Fulton County Magistrate Court
185 Central Ave., Suite T-1605
Atlanta, Georgia 30303
(404) 613-5014 (telephone)
(404) 612-1333 (facsimile)

If to the City: Ruth Jones, City Manager
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
City of South Fulton

With a copy to: Josh Belinfante, City Attorney
Robbins Ross Alloy Belinfante Littlefield LLC
999 Peachtree Street NE Suite 1120
Atlanta, GA 30309
City of South Fulton

ARTICLE 11

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 12

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 13

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this Agreement.

ARTICLE 14

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15

MISCELLANEOUS

15.1 **Cooperation.** The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

15.2 **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

15.3 **Captions.** The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

15.4 **Drafting of Agreement.** This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

15.6 **Relationship of Parties.** Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this

Agreement.

15.7 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and the City, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

ARTICLE 16

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

ATTEST:

Bob Ellis
Vice-Chairman
Fulton County Board of Commissioners

Interim Clerk to the Commission

SEAL

Approved as to Form:

Patrise Perkins-Hooker
Fulton County Attorney

Approved as to Substance:

Cassandra Kirk
Chief Judge of Fulton County Magistrate Court

CITY OF SOUTH FULTON, GEORGIA

Mayor

Municipal Clerk

SEAL

Approved as to Form

City Attorney

P:\CAProjects\MagCt\Agreement for Transfer of Municipal Court Jurisdiction and for Municipal Court Services (revised 8.31.17) redlined.docx



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-056

RESOLUTION TO ADOPT A MEETING SCHEDULE FOR THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, TO COMPLY WITH THE GEORGIA OPEN MEETINGS ACT, AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Mayor and City Council is charged with meeting from time to time under Section 3.13 of the City Charter; and

WHEREAS, the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 *et seq.*) requires and encourages public notice to constituents for meetings of their government; and

WHEREAS, the Mayor and City Council plan to meet for both Work Sessions and Regular Meetings biweekly during the fiscal year; and

WHEREAS, the Mayor and City Council have reviewed and wish to adopt the FY 2018 Meeting Schedule, effective from October 1, 2017 through September 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Adoption of a Meeting Schedule.** That the Final FY 2018 Meeting Schedule attached hereto and incorporated herein as a part of this Resolution is hereby adopted as the Meeting Schedule for the City of South Fulton, Georgia for the 2018 Fiscal Year, which begins October 1, 2017 and ends September 30, 2018.
2. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
4. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-056** was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. CITY OF
SOUTH FULTON, GEORGIA

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



CITY OF SOUTH FULTON CITY COUNCIL FY2018 MEETING SCHEDULE

WORK SESSION	REGULAR MEETING
October 10, 2017, 5:00 PM	October 10, 2017, 7:00 PM
October 24, 2017, 5:00 PM	October 24, 2017, 7:00 PM
November 14, 2017, 5:00 PM	November 14, 2017, 7:00 PM
November 28, 2017, 5:00 PM	November 28, 7:00 PM
December 12, 2017, 5:00 PM	December 12, 2017, 7:00 PM
January 9, 2018, 5:00 PM	January 9, 2018, 7:00 PM
January 23, 2018, 5:00 PM	January 23, 2018, 7:00 PM
February 13, 2018, 5:00 PM	February 13, 2018, 7:00 PM
February 27, 2018, 5:00 PM	February 27, 2018, 7:00 PM
March 13, 2018, 5:00 PM	March 13, 2018, 7:00 PM
March 27, 2018, 5:00 PM	March 27, 2018, 7:00 PM
April 10, 2018, 5:00 PM	April 10, 2018, 7:00 PM
April 24, 2018, 5:00 PM	April 24, 2018, 7:00 PM
May 8, 2018, 5:00 PM	May 8, 2018, 7:00 PM
May 22, 2018, 5:00 PM	May 22, 2018, 7:00 PM
June 12, 2018, 5:00 PM	June 12, 2018, 7:00 PM
June 26, 2018, 5:00 PM	June 26, 2018, 7:00 PM
July 10, 2018, 5:00 PM	July 10, 2018, 7:00 PM
July 24, 2018, 5:00 PM	July 24, 2018, 7:00 PM
August 14, 2018, 5:00 PM	August 14, 2018, 7:00 PM
August 28, 2018, 5:00 PM	August 28, 2018, 7:00 PM
September 11, 2018, 5:00 PM	September 11, 2018, 7:00 PM
September 25, 2018, 5:00 PM	September 25, 2018, 7:00 PM

**Meeting Location: South Fulton Service Center Auditorium
5600 Stonewall Tell Road**

For more information, please contact the Office of the City Clerk at 470-809-7712
or visit the City's website at www.cityofsouthfultonga.gov.



DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-057

RESOLUTION TO ADOPT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT'S 2017 CALENDARS FOR REZONINGS, MODIFICATIONS AND VARIANCES FOR THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA TO COMPLY WITH THE GEORGIA OPEN MEETINGS ACT AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 *et seq.*) requires and encourages public notice to constituents for meetings of their government; and

WHEREAS, the Mayor and City Council have reviewed and wish to adopt the first quarter of the FY 2018 Zoning Meeting Schedule, effective from October 1, 2017 through March 13, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Adoption of a Meeting Schedule.** That the Final FY 2018 Meeting Schedule attached hereto and incorporated herein as a part of this Resolution is hereby adopted as the Meeting Schedule for the City of South Fulton, Georgia for the 2018 Fiscal Year, which begins October 1, 2017 through March 13, 2018.
2. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
4. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. 2017-0xx was offered by on _____ by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. CITY OF SOUTH FULTON, GEORGIA

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



CITY OF SOUTH FULTON, GEORGIA

2017 ZONING SCHEDULE

FILING DEADLINE DATE	COMMUNITY ZONING INFORMATION MEETING (CZIM)	PUBLIC NOTIFICATION SIGN POSTING DEADLINE	PLANNING COMMISSION HEARING	PUBLIC PARTICIPATION PLAN REPORT DUE	CITY COUNCIL
October 31, 2017	November 9, 2017	December 27, 2017	January 16, 2018	January 29, 2018	February 13, 2018
December 19, 2017*	January 11, 2018	January 31, 2018	February 20, 2018	February 19, 2018	March 13, 2018

COMMUNITY ZONING INFORMATION MEETINGS (CZIM) ARE HELD FROM 6:00 P.M. UNTIL 7:30 P.M. AT FULTON COUNTY SERVICE CENTER AT FULTON INDUSTRIAL BOULEVARD, 5440 FULTON INDUSTRIAL BOULEVARD, ATLANTA, GA 30336.

PLANNING COMMISSION HEARINGS BEGIN AT 6:30 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

CITY COUNCIL HEARINGS BEGIN AT 7:00 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

NOTES: DATES ARE SUBJECT TO CHANGE AND MEETINGS MAY BE ADDED AS NEEDED.

*DATE CHANGED DUE TO HOLIDAY

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE FULTON COUNTY ZONING PAGE: www.fultoncountyga.gov/fcpcsd-home



CITY OF SOUTH FULTON, GEORGIA

2017 ZONING MODIFICATION SCHEDULE

FILING DEADLINE DATE	COMMUNITY ZONING INFORMATION MEETING (CZIM)	PUBLIC NOTIFICATION SIGN POSTING DEADLINE	PUBLIC PARTICIPATION PLAN REPORT DUE	CITY COUNCIL
October 31, 2017	November 9, 2017	November 16, 2017	November 27, 2017	December 12, 2017
December 19, 2018*	January 11, 2018	January 18, 2018*	January 29, 2018	February 13, 2018

THE **COMMUNITY ZONING INFORMATION MEETING** IS HELD FROM 6:00 PM TO 7:30 PM AT THE FULTON COUNTY SERVICE CENTER AT FULTON INDUSTRIAL BOULEVARD, 5440 FULTON INDUSTRIAL BOULEVARD, ATLANTA, GA 30336.

THE **CITY COUNCIL HEARING** BEGINS AT 7:00 PM AT FULTON COUNTY SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349.

NOTES: THE ABOVE DATES ARE SUBJECT TO CHANGE

***DATE CHANGE DUE TO HOLIDAY**

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE

FULTON COUNTY ZONING PAGE AT

WWW.FULTONCOUNTYGA.GOV/FCPCSD-HOME



CITY OF SOUTH FULTON

ZONING BOARD OF APPEALS

2017 PRIMARY/SECONDARY VARIANCE AND VARIANCE BUILDING CODE SCHEDULE

DEADLINE DATE FOR FILING	PUBLIC NOTICE SIGN POSTING DEADLINE	PUBLIC PARTICIPATION PLAN REPORT DUE	ZONING BOARD OF APPEALS (ZBA) HEARING
October 31, 2017	December 29, 2017	January 9, 2018	January 18, 2018
December 29, 2017*	January 26, 2018	February 6, 2018	February 15, 2018

**ZONING BOARD OF APPEALS (ZBA) HEARINGS BEGIN AT 1:00 P.M. AT FULTON COUNTY
SOUTH SERVICE CENTER, 5600 STONEWALL TELL ROAD, ATLANTA, GA 30349**

NOTES: DATES ARE SUBJECT TO CHANGE AND MEETINGS MAY BE ADDED AS NEEDED.

*DATE CHANGED DUE TO HOLIDAY

FOR THE MOST CURRENT ZONING INFORMATION PLEASE VISIT THE FULTON COUNTY ZONING PAGE:

www.fultoncountygga.gov/fcpcsd-home



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-058

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON TO APPOINT A TRUSTEE FOR THE CITY OF SOUTH FULTON DEFINED CONTRIBUTION AND 457(b) DEFERRED CONTRIBUTION PLANS, TO AUTHORIZE THE PLAN RECORDKEEPER TO ACT AS AGENT OF THE TRUSTEE, AND FOR VARIOUS OTHER PURPOSES.

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City of South Fulton (“City”) established a defined contribution plan for the purpose of providing retirement benefits for its employees through City contributions and mandatory employee contributions; and

WHEREAS, the City established an eligible 457(b) deferred compensation plan; and

WHEREAS, the establishment of these plans is for the benefit and wellbeing of city employees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. **Appointment of Trustee.** That the Mayor and City Council appoint Reliance Trust Company, 1100 Abernathy Road 500 Northpark, Suite 400 Atlanta, GA 30328 as Trustee with respect to the City of South Fulton Defined Contribution and 457(b) Deferred Contribution Plans.
2. **Appointment of Agent.** That the Mayor and City Council authorizes the plan recordkeeper, MassMutual, to act as an agent of the Trustee as indicated in the Trust Agreement.

3. **Full Force and Effect.** That this Resolution shall be and remain in full force and effect from and after its date of adoption.
4. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this resolution. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.
5. **Effective Date.** This Resolution shall take effect October 16, 2017.

The foregoing Resolution No. **2017-058** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. CITY OF SOUTH
FULTON, GEORGIA

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION No. 2017-059

**A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA
AWARDING A CONTRACT TO SPRINGSTED | WATERS OF ST.
PAUL, MINNESOTA FOR THE RECRUITMENT OF THE CITY
MANAGER AND CHIEF OF POLICE; TO AUTHORIZE THE MAYOR
TO EXECUTE SAID CONTRACT IN AN AMOUNT NOT TO EXCEED
\$46,550 AND TO PROVIDE AN EFFECTIVE DATE**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, Section 1.12 of the City Charter authorizes the City Council to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;

WHEREAS, the City passed Resolution No. 2017-046 on 22 August 2017, which resolution consents to hire a permanent City Manager;

WHEREAS, the Resolution No. 2017-046 states The City of South Fulton Human Resources Office shall develop and present to Mayor and Council a timeline and process for sourcing, or outsourcing to an individual or organization to source, a list of at least three qualified applicants for a Permanent City Manager to be emailed to Mayor and Council;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The Interim City Manager and Interim City Attorney are authorized to prepare an agreement between the City and Springsted | Waters. The agreement shall be substantively similar to the agreement within the solicitation.
2. The Interim City Attorney shall review and approve of the agreement.
3. The Mayor, Interim City Manager, and Interim City Attorney are each authorized to execute the agreement and sign any other necessary documents to effectuate the intent of this resolution.

The foregoing Resolution No. **2017-059** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

SUMMARY OF EXECUTIVE SEARCH SERVICES REQUEST FOR PROPOSALS

October 10, 2017

RESOLUTION No. 2017-0XX

The City passed Resolution No. 2017-046 on 22 August 2017, which resolution consents to hire a permanent City Manager; and states The City of South Fulton Human Resources Office shall develop and present to Mayor and Council a timeline and process for sourcing, or outsourcing to an individual or organization to source, a list of at least three qualified applicants for a Permanent City Manager to be emailed to Mayor and Council.

RECRUITMENT AND METHODOLOGY:

The City of South Fulton purchasing department solicited firms to provide executive search services for the recruitment of City Manager and Chief of Police. Ten (10) proposals were received and evaluated (award recommendation summary is attached).

Purchasing Department advertised the Executive Search Services Request for Proposals on the City's website which is linked to the City's BidNet Direct website, and the Georgia Procurement Registry website. To be eligible for consideration, proposals shall be presented in accordance with the instructions of the solicitation and within the timeframe specified.

The evaluation committee consisted of the Director of Human Resources, the Deputy Director of Human Resource, and the Director of Community Development Services.

After the closing date and time of the solicitation, the Purchasing Manager performed an administrative review of all proposals received to determine responsiveness. All proposals submitted were deemed to be responsive and were evaluated by the evaluation committee.

Proposals were evaluated on the following criteria:

Criteria	Points
Company Qualifications and Experience	35
Methodology / Operations	35
Price	30
Total Points	100

Proposals that did not score above the average mean for the non-price criteria did not have their price proposals unsealed and evaluated.

The formula used to evaluate price is as follows:

(Lowest price / price of proposal being evaluated) x points available for price = score

Recommendation of award was based on the firm whose proposal was the overall highest rated (award recommendation summary is attached).

RESULTS:

Recommended Vendor:	1. Springsted Waters
Other Respondent(s):	2. Accent Global Staffing, LLC 3. Colin Baenziger & Associates 4. Corporate Plus, Ltd. 5. EXI, Inc. 6. GovHR USA 7. POLIHIRE STRATEGY CORP 8. Slavin Management Consultants 9. The Carvir Group, Inc. 10. The Spearhead Group, Inc.
Total Number of Respondents:	Ten (10)

Note: Numbers do not reflect ranking.

RECOMMENDATION:

The Interim City Manager and Interim City Attorney are authorized to prepare an agreement between the City and Springsted | Waters. The agreement shall be substantively similar to the agreement within the solicitation.

The Interim City Attorney shall review and approve of the agreement.

The Mayor, Interim City Manager, and Interim City Attorney are each authorized to execute the agreement and sign any other necessary documents to effectuate the intent of this resolution.

This contract shall be for one (1) year. This contract is conditional upon the firm's ability to comply with requirements set forth in the solicitation document.

FINANCIAL IMPLICATIONS:

The estimated annual cost of this contract is \$46,550; City Manager position \$24,500 and Chief of Police position is \$22,050.

FUNDING SOURCE:

Funds are available in General Funds – Account No. 100-1540-52-1200

Prepared by:

Teresa Adams
Purchasing Manager

Zina Cooper
Director of Human Resources

Approved by:

Respectfully submitted,

Frank S. Milazi
Chief Financial Officer

Ruth Jones
Interim, City Manager



PURCHASING DEPARTMENT
Solicitation Award Recommendation

To: Zina Cooper

Department: Human Resources

From: Teresa Adams

Date: 10/02/2017

Solicitation: Executive Search Services Solicitation No. 18-0002

The overall highest rated vendor is: Springsted | Waters

Attached are the following documents for you to review:

- a. Final evaluation summary and pricing (RFP)

This recommendation will require council approval: Yes ☒ No ☐

The estimated annual cost of this contract is: \$ 46,550.00

If yes this can be presented at the council meeting on: October 10, 2017

In order to proceed with finalizing the award recommendation, please complete the following section, sign and return this form to Teresa Adams by Tuesday, October 3, 2017.

1. Do you agree with the recommendation to award to the overall highest rated vendor or low bidder?

Yes ☒ No ☐

If no, you must provide a statement explaining the basis for the decision. Written justification must be submitted to the Director of Procurement Services for review and approval.

2. Is there a recommendation to award to more than one vendor?

Yes ☐ No ☒ If yes, how many?

If yes, provide the reason(s) why multiple vendors are needed on a separate sheet and submit with this form.

3. If you do not want to make a recommendation for award from this solicitation, provide the reason(s) why on a separate sheet and submit with this form.

Zina Cooper

Department Manager Name (please print)

Zina L. Cooper

Department Manager Signature

10/2/2017

Date

Frank S. Milazi

Chief Financial Officer Name (please print)

[Signature]

CFO Signature

10/3/2017

Date

Ruth C. Jones

Interim City Manager Name (please print)

[Signature]

Interim City Manager Signature

10-3-2017

Date

**Executive Search Services RFP
Award Recommendation Summary**

SOLICITATION NUMBER: 18-0002		Accent Global Staffing, LLC	Colin Baenziger & Associates	Corporate Plus, Ltd.	EXI, Inc.	GovHR USA	POLIHIRE STRATEGY CORP	Robert E. Slavin, Inc. dba Slavin Management Consultants	Springsted Waters	The Carvir Group, Inc.	The Spearhead Group, Inc.
Award Recommendation: Springsted Waters	Points	Norcross, GA	Daytona Beach Shores, FL	Norcross, GA	Atlanta, GA	Northbrook IL	Washington, DC	Norcross, GA	St Paul, MN	Atlanta, GA	Houston, TX
Section 1 – Company Qualifications and Experience											
Provide a brief history of your business including years of operation, general business description, number of clients serviced, types of services generally offered, size of	10	5.50	10.00	6.60	4.40	7.73	8.87	8.87	10.00	6.60	6.60
Detail qualifications and previous executive search experiences, especially for local governmental entities.	15	4.95	15.00	4.95	4.95	13.30	13.30	13.30	15.00	9.90	4.95
List three current clients (municipal/government/Georgia communities preferred) for whom you provided executive search services for in the last 36 months. For each	10	3.30	10.00	3.30	3.30	10.00	8.87	10.00	10.00	5.50	4.40
TOTAL POINTS FOR SECTION 1	35	13.75	35.00	14.85	12.65	31.03	31.03	32.17	35.00	22.00	15.95
Section 2 – Methodology / Operations											
Identify the key personnel of the business who will be assigned to perform services for the City, and who will provide continuing support throughout the term of the Agreement. Provide resumes stating qualifications for key personnel and provide a	10	5.50	10.00	5.50	5.50	10.00	7.73	8.87	8.87	5.50	6.60
Provide your recruitment work plan.	25	13.75	25.00	11.00	13.75	19.33	22.17	22.17	25.00	11.00	11.00
TOTAL POINTS FOR SECTION 2	35	19.25	35.00	16.50	19.25	29.33	29.90	31.03	33.87	16.50	17.60
TOTAL POINTS FOR SECTIONS 1 AND 2	70	33.00	70.00	31.35	31.90	60.37	60.93	63.20	68.87	38.50	33.55
When Technical Proposal points (Total Points for Sections 1 and 2) are below the calculated Average Mean of (49.17), Cost Proposals will not be considered and will remain unsealed through contract execution.											
Calculated Average Mean - Technical Proposal points	49.17	Below Ave. Mean	✓	Below Ave. Mean	Below Ave. Mean	✓	✓	✓	✓	Below Ave. Mean	Below Ave. Mean
Section 3 - Pricing											
Provide fee structure including specific costs per services, fee payment schedule and cost guarantees, if available. Include an hourly rate for services performed beyond the normal scope of services that would be included in an Agreement.	30										
TOTAL POINTS FOR SECTION 3	30		21.39			24.83	30.00	23.66	23.20		
GRAND TOTAL POINTS	100		91.39			85.19	90.93	86.86	92.07		

Cost Proposals			Colin Baenziger			GovHR USA	POLIHIRE	Slavin Management Consultants	Springsted Waters
City Manager position			\$ 26,500			\$ 21,500	\$ 18,000	\$ 22,822.50	\$ 24,500
Chief of Police position			\$ 24,000			\$ 22,000	\$ 18,000	\$ 22,822.50	\$ 22,050
Total Cost for City Manager and Chief of Police positions			\$ 50,500			\$ 43,500	\$ 36,000	\$ 45,645.00	\$ 46,550.00
Travel Expenses for consultants are included in Total Cost									
Travel Expenses for consultants are NOT included in Total Cost									



Springsted | Waters
380 Jackson Street, Suite 300
St. Paul, MN 55101
Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

LETTER OF TRANSMITTAL

September 15, 2017

Ms. Teresa Adams
Purchasing Manager
City of South Fulton
5440 Fulton Industrial Boulevard
Atlanta, GA 30336

Re: **Request for Proposal to Provide Executive Search Services, RFP # 18-0002**

Dear Ms. Adams,

We appreciate the opportunity to submit our proposal for executive recruitment services for the City of South Fulton's next City Manager and Chief of Police. Our extensive experience in providing executive recruitment services to cities, counties and other public sector organizations nationwide will be beneficial for these recruitments and allow us to find the ideal candidates for the City of South Fulton.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- **Commitment to a Successful Recruitment is Guaranteed** – Springsted | Waters (S|W) will be aggressive and responsive to you - the client - and with prospective applicants using an approach of *"doing whatever it takes to get the job done right!"* Please notice our "Triple Guarantee" referenced in this Proposal;
- **Focused Strategy for Success** – S|W recommends advertising and recruiting nationally, but would also focus on making contact with city management and law enforcement professionals (for the respective recruitments as mentioned in the RFP) currently working in Georgia, and in some of the surrounding states, believing that a regional focus can sometimes bring in candidates more knowledgeable about the nuances of working in Georgia and the Southeast;

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- **Talented and Experienced Recruitment Consultants** – S|W’s project recruitment team is outstanding! This team is comprised of the original founder of S|W (then Waters Consulting), a firm that has had tremendous success working in the public and nonprofit sectors on executive recruitment and human resources related consulting for over 30 years, along with two former city managers and a former police chief. The result – a consultant team that possesses a thorough and detailed understanding of the leadership, experience, training and certifications required for this position which ultimately benefits the client with a more targeted and qualified pool of candidates;
- **Survey to Seek Community Input** – If selected as an option, a web-based survey can be used to determine what key community-wide issues and priorities are essential for the City Council to consider. Citizens, neighborhood groups, civic and community leaders, and City employees could potentially provide important feedback and the information could be used to assist in developing a high-quality profile for both the positions of City Manager and Police Chief. Using a survey to seek additional community input would slightly lengthen the project timeline and result in a nominal increase in the overall fee;
- **Video Interviews to Screen Semi-finalists** – We will use an online video interview process to assist the Mayor and City Council in narrowing down semi-finalists to a smaller group of finalists for on-site interviews, and could possibly reduce unnecessary travel expenses for on-site interviews;
- **Candidate Strengths Assessment Testing** – S|W will conduct a Management/Leadership Style Strengths Assessment, which some refer to as a “*personality and behavioral style test*.” This assessment is completed on-line by the finalists prior to on-site interviews and determines if a candidate’s management style matches the Profile created by the Mayor and City Council in an effort to find the “ideal” candidate;
- **Online Application and Communication System** – Utilization of a proprietary online application system exclusively licensed to S|W to facilitate talent management. The system has been designed by S|W to customize applicant flow and tracking. It allows ease of communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications; and
- **Focus on a Diverse Pool of Candidates** – S|W will take responsibility for ensuring diversity in our candidate pools. In these recruitments, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of South Fulton City Manager and Police Chief positions. Springsted | Waters is a WBE.

Because of our consultants’ significant experience in local government recruitments, and their unique background in city management, law enforcement, human resources and organizational development, we understand the nuances related to recruiting for these types of positions. We believe our multiple layered vetting process of qualified candidates will provide a refined pool of individuals for both the City Manager and Police Chief positions with not only the skills and experience you desire, but most importantly, a leadership and management style that best fits the South Fulton organization and community.

The proposal document will provide you the details about our approach, expertise, client references and pricing for each executive recruitment.

If you have any questions, please contact either one of us for additional information:

Co-Project Leader Information

City Manager Recruitment

Art Davis, Senior Vice President
9229 Ward Parkway
Suite 104
Kansas City, MO 64114
816-868-7042
adavis@springsted.com

Police Chief Recruitment

Chuck Rohre, Senior Vice President
14285 Midway Road
Suite 340
Addison, TX 75001
214-608-7477
crohre@springsted.com

Corporate Office

Springsted | Waters
380 Jackson Street
Suite 300
St. Paul, MN 55101

Our Team would consider it a professional privilege to provide these services to the City of South Fulton.

Respectfully submitted,



Art Davis, Senior Vice President
Consultant



Chuck Rohre, Senior Vice President
Consultant

sml

City of South Fulton, GA
Proposal to Provide
Executive Search Services

1. General Information

Incorporation

Springsted | Waters is registered as a Corporation in the State of Minnesota.

Locations

Corporate Address

380 Jackson Street, Suite 300
St. Paul, Minnesota 55101
Office: 651-223-3000
Fax: 651-223-3002

Project Addresses

City Manager Recruitment

Art Davis, Senior Vice President
9229 Ward Parkway
Suite 104
Kansas City, MO 64114
816-868-7042
adavis@springsted.com

Police Chief Recruitment

Chuck Rohre, Senior Vice President
14285 Midway Road
Suite 340
Addison, TX 75001
214-608-7477
crohre@springsted.com

Exceptions to Insurance Requirements

We are prepared to meet all of the contract requirements stated in the Request for Proposals with the following exception. The RFP requests that all coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. Our Certificate of Liability Insurance says that notices of cancellation will be delivered in accordance with the policy provisions. Our policies provisions are that Springsted | Waters, as the first named insured, would be notified. Springsted | Waters has previously provided a written commitment as first named insured to give notice of cancellation to a client requesting such notice.

2. Brief History

History of the Firm

The Executive Recruitment Division of Waters Consulting merged with Springsted Incorporated in May 2014, establishing one of the largest public sector executive recruitment and human capital consulting firms in the United States. Our firm name, Waters & Company, has recently been changed to Springsted | Waters (S|W) to more clearly reflect the connection to and support from the Springsted group of companies. Springsted Incorporated, our parent company, has been a Women Business Enterprise since 1993. Three employee-owners lead the Springsted group of firms and their 70-member staff. Our corporate office is located in Saint Paul, Minnesota, with regional offices located in Dallas, Texas; Chicago, Illinois; Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Atlanta, Georgia; and Denver, Colorado.

We have structured the S|W Recruitment Project Team to draw upon S|W's and Springsted's 50-plus years of service to the public sector and to leverage S|W's experience and capacity to focus nationwide to find the most qualified candidates.

Philosophy of the Firm

The philosophy of the firm is to pursue an unrelenting commitment to high-quality service for the client and the candidates and to demonstrate at all times the highest standards of integrity, ethical conduct and professionalism.

Throughout the assignment, the S|W team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of S|W is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, S|W is positioned to confidently promote your City Manager and Chief of Police positions to prospective candidates as a positive career opportunity.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to the project's success. At key points during the assignment, the Project Team Leader will communicate by phone, e-mail or in person with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

Diversity and Inclusion Program

Springsted's Affirmative Action Plan is updated bi-annually and certified by the Minnesota Department of Human Rights, as well as other governing jurisdictions. Springsted | Waters has had a certified Affirmative Action Plan since 1988. Springsted is a Women Business Enterprise.

As Part of an Executive Recruitment

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

S|W is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

3. Qualifications and Previous Experience

Qualifications

S|W has a team of seven recruitment consultants available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities and the many different disciplines that comprise the City of South Fulton organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed the City's expectations. Since 2012 our combined consultant team has conducted more than 440 executive recruitments.

The S|W Recruitment Project Team will partner with the Mayor, City Council and designated staff as your technical advisor to ensure that the recruitment process for your next City Manager and Chief of Police is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

Experience

The following is a partial list of previous Executive Recruitments:

List of Executive Recruitments: 2012 to Present				
Year	Client	State	Recruitment	Population
2012	Albertville	MN	City Administrator	7,230
2012	Brainerd	MN	City Administrator	13,487
2012	Charlotte	NC	City Manager	792,862
2012	Eau Claire	WI	City Manager	61,704
2012	Fairview	TX	Town Manager	8,148
2012	Martinsville	VA	City Manager	15,416
2012	Morehead City	NC	Town Manager	9,203
2012	Ocean City	MD	Town Manager	7,092
2012	Rockville	MD	City Manager	47,388
2012	Scandia	MN	City Administrator	3,936
2012	Sun Prairie	WI	City Administrator	29,364
2012	Thief River Falls	MN	City Administrator	8,661
2012	Winchester	VA	City Manager	27,216
2012	Windsor Heights	IA	City Administrator	4,860
2013	Alexandria	MN	City Administrator	11,580
2013	Bayport	MN	City Administrator	3,496
2013	Bellevue	WI	Village Administrator	14,570
2013	Burnsville	MN	City Manager	61,434
2013	Clinton	NC	City Manager	8,676

List of Executive Recruitments: 2012 to Present				
Year	Client	State	Recruitment	Population
2013	East Grand Forks	MN	City Administrator	8,602
2013	International Falls	MN	City Administrator	6,357
2013	Irving	TX	City Manager	228,653
2013	Justin	TX	City Manager	3,333
2013	Manassas	VA	Director of Finance and Administration	41,705
2013	Montgomery	MN	City Administrator	2,933
2013	Moose Lake	MN	City Administrator	2,787
2013	Muskegon	MI	City Manager	37,213
2013	Newport News	VA	City Manager	179,611
2013	Norwood Young America	MN	City Administrator	3,583
2013	Raleigh	NC	City Manager	423,179
2013	Sherburn	MN	City Administrator	1,128
2013	Watertown	MN	City Administrator	4,239
2013	West Saint Paul	MN	City Manager	19,708
2014	Atlantic Beach	FL	City Manager	12,864
2014	Bloomington	MN	City Manager	86,319
2014	Boone	NC	Town Manager	17,774
2014	Castle Rock	CO	Town Manager	53,063
2014	Eustis	FL	City Manager	19,214
2014	Hutchinson	MN	City Administrator	13,871
2014	Irving	TX	City Manager	225,427
2014	Lakeville	MN	City Administrator	58,562
2014	Lexington	VA	City Manager	6,998
2014	Midlothian	TX	City Manager	19,891
2014	Narberth Borough	PA	Borough Manager	4,295
2014	Novi	MI	City Manager	123,099
2014	Oakdale	MN	City Administrator	27,780
2014	Springfield	MN	City Manager	2,114
2014	Township of Lower Merion	PA	Township Manager	59,850
2015	Bemidji	MN	City Manager	14,435
2015	Big Lake	MN	City Administrator	10,298
2015	Brooklyn Park	MN	City Manager	78,373
2015	Coon Rapids	MN	City Manager	62,103
2015	Cottage Grove	MN	City Manager	35,399
2015	Davidson	NC	Town Manager	11,750
2015	Diboll	TX	City Manager	5,323
2015	Fairfield County	SC	County Administrator	23,109
2015	Golden Valley	MN	City Manager	20,845
2015	Grand Junction, CO	CO	City Manager	59,778
2015	Kingsville	TX	City Manager	26,312
2015	Manassas	VA	Deputy City Manager	41,705
2015	Monument, CO	CO	Town Manager	5,817
2015	Sachse	TX	City Manager	22,026
2015	Scandia	MN	City Administrator	3,936
2015	Shakopee	MN	City Administrator	39,167
2015	Socorro	TX	City Manager	32,517
2015	Virginia Beach	VA	City Manager	448,479
2015	Warrenton	VA	Town Manager	9,862
2015	West Jordan	UT	City Manager	110,077

List of Executive Recruitments: 2012 to Present

Year	Client	State	Recruitment	Population
2015	Westminster, CO	CO	City Manager	109,169
2015	Williamsburg	VA	City Manager	15,206
2016	Brooklyn Center	MN	Deputy City Manager	30,712
2016	Cary	NC	Town Manager	151,088
2016	Charter Township of Kalamazoo	MI	Township Manager	20,918
2016	Christiansburg	VA	Town Manager	21,533
2016	Circle Pines	MN	City Administrator	4,953
2016	Commerce	TX	City Manager	8,276
2016	Crested Butte, CO	CO	Town Manager	1,519
2016	Deerfield Beach	FL	Assistant City Manager	78,041
2016	Denton	TX	City Manager	123,099
2016	Dumfries	VA	Town Manager	5,168
2016	Fredericksburg	VA	City Manager	28,132
2016	Greensboro	NC	Assistant City Manager	279,639
2016	Hayden, CO	CO	Town Manager	1,801
2016	Jersey Village	TX	City Manager	7,862
2016	Mankato	MN	Deputy City Manager	40,641
2016	Medford	OR	City Manager	77,677
2016	Mooreville	NC	Town Manager	34,887
2016	Moorhead	MN	City Manager	39,398
2016	Moose Lake	MN	City Administrator	2,787
2016	North Branch	MN	City Administrator	10,087
2016	Norwalk	IA	City Manager	9,639
2016	Roswell	NM	City Manager	48,611
2016	Shakopee	MN	Assistant City Administrator	39,167
2016	Virginia	MN	City Administrator	8,661
2016	Warsaw	VA	Town Manager	1,498
2016	Wayzata	MN	City Manager	4,217
2016	Williamsburg	VA	Assistant City Manager	15,206
2017	Berthoud, CO	CO	Town Administrator	5,807
2017	Cloquet	MN	City Administrator	12,050
2017	El Dorado	KS	City Manager	12,852
2017	Glenview	IL	Village Manager	45,417
2017	Littleton, CO	CO	City Manager	44,275
2017	Manassas Park	VA	City Manager	16,149
2017	Morehead City	NC	City Manager	9,203
2017	Oldsmar	FL	City Manager	13,913
2017	Orono	MN	City Administrator	7,796
2017	Riviera Beach	FL	City Manager	33,263
2017	Rochester	MN	City Manager	110,742
2017	Township of Roxbury	NJ	Township Manager	23,324
Current	Belle Plaine	MN	City Administrator	6,838
Current	Christiansburg	VA	Town Manager	21,533
Current	Dickinson	TX	City Administrator	19,595
Current	Lake Havasu City	AZ	City Manager	53,743
Current	Moorhead	MN	Assistant City Manager	39,398
Current	Mounds View	MN	City Administrator	12,525

List of Police Executive Recruitments: 2012 to Present				
Year	Client	State	Recruitment	Population
2012	Accomack County	VA	Director of Public Safety	33,148
2012	Beloit	WI	Public Works Director	36,913
2012	Cedar Park	TX	Police Chief	61,238
2012	Kaufman	TX	Police Chief	6,922
2012	Roanoke County	VA	Police Chief	93,524
2012	Sanford	FL	Police Chief	56,002
2013	Jasper	TX	Police Chief	7,656
2013	Lakeville	MN	Police Chief	58,562
2013	Socorro	TX	Police Chief	32,517
2014	Buffalo	MN	Police Chief	15,825
2014	Cloquet	MN	Police Chief	12,050
2014	Richmond	TX	Police Chief	11,863
2014	Somerville	MA	Chief of Police	77,104
2014	Thief River Falls	MN	Police Chief	8,661
2015	Addison	TX	Police Chief	15,407
2015	Brooklyn Center	MN	Police Chief	30,712
2015	Fulton County	GA	Chief of Police	984,293
2015	Lower Allen Township	PA	Public Safety Director	17,980
2015	Prince George County	VA	Police Chief	37,253
2015	Richardson	TX	Assistant Police Chief	104,475
2015	Sachse	TX	Police Chief	22,026
2015	San Luis	AZ	Chief of Police	31,180
2015	University of Minnesota	MN	Police Chief	52,000
2016	Fairmont	MN	Police Chief	10,434
2016	Greensboro	NC	Assistant City Manager, Public Safety	279,639
2016	Lancaster	TX	Police Chief	38,071
2016	Loveland, CO	CO	Police Chief	71,334
2016	Tarrant County College District	TX	Director of Emergency Management	
2016	Warrensburg	MO	Chief of Police	19,927
2017	Commonwealth of Virginia	VA	Chief Law Enforcement Officer	8,326,000
2017	Goddard	KS	Police Chief	6,000
2017	St. Louis Park	MN	Police Chief	47,411
Current	Chesterfield County	VA	Police Chief	327,745
Current	Inver Grove Heights	MN	Police Chief	34,344
Current	Takoma Park	MD	Police Chief	17,765

4. Key Personnel

Locations of Consultant Team Working on Project

Recruitment Co-Project Team Leader – Art Davis – City Manager Focus

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Recruitment Co-Project Team Leader – Chuck Rohre – Police Chief Focus

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Ms. Jenelle Stapleton, Project Coordinator

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Rollie Waters

Executive Vice President

Rollie Waters is an Executive Vice President with Springsted | Waters. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain, and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

Areas of Expertise

- Executive Recruitment
- Web-Based Compensation Support
- Management Development
- Competency-based Systems and Development Systems
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Succession Planning

Professional Accomplishments and Education

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants and Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators, and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

Arthur (Art) Davis

Senior Vice President and Consultant

Arthur (Art) Davis is a Senior Vice President and Consultant with Springsted | Waters. Prior to joining S|W, Art successfully launched and expanded his own company over the course of 10 years. Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and nonprofits.

Prior to consulting, Art served as Associate Director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region. One of his responsibilities during his tenure at the Civic Council was to organize efforts to revitalize Downtown Kansas City, Missouri. Art coordinated a strategic and master planning process involving hundreds of stakeholders, which resulted in the establishment of development of strategies, solicitation of start-up funding and implementation of action plans – all contributing toward the successful revitalization of Downtown Kansas City.

For nearly six years, Art served as City Administrator of Lee's Summit, Missouri, a city recognized as the "fastest growing" city in Missouri and the Greater Kansas City region at the time. Earlier positions of responsibility include working for the cities of Lenexa, Kansas and Dallas, Texas, where he served as Assistant to the Mayor of Dallas.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Strategic Goal Setting & Strategic Planning
- Organizational Assessment, Design & Development
- Organization & Community Facilitation

Professional Accomplishments and Education

Art received his Bachelor of Arts degree in political science and public administration from William Jewell College and his Masters of Public Administration from the University of Kansas.

He has led and participated in a wide variety of community initiatives and served on nonprofit boards throughout his career. Art was presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration.

Chuck Rohre

Senior Vice President and Consultant

Chuck Rohre a Senior Vice President and Consultant with Springsted | Waters. In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Strategic Planning
- Organizational Assessment

Professional Accomplishments and Education

Chuck received his bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

Charles (Chuck) Anderson***Senior Vice President and Consultant***

Charles (Chuck) S. Anderson is a Senior Vice President and Consultant with Springsted | Waters. Prior to joining S|W, Chuck worked for local governments and non-profit organizations, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

Jenelle Stapleton
Project Coordinator

Jenelle Stapleton is a Project Coordinator with Springsted | Waters. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process as well as providing administrative support to Executive Vice President, Rollie Waters.

In this role, Jenelle designs/develops recruitment brochures, coordinates communications with candidates, processes resumes and distributes candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistical issues. She assists the consultants in scheduling semifinalist interviews, submitting profiles for background checks and education verification, as well as notifying the finalists of project status. Her responsibilities extend to editing presentations, advertisement placements and general office administration.

Professional Accomplishments and Education

Jenelle is a very task oriented professional with over 13 years of experience in office administration – at least six of those years have been spent in executive level support and two have been spent in human resources administration. She also has over eight years of experience in sales and marketing including over seven years overseeing employees. The majority of this experience began in branch banking as a Financial Sales Supervisor where, in addition to managing day to day branch operations, she also took on the role of coordinating the branch's business development. She went on to merchant services as the Client Relations Executive where she also filled the role of Commissions Analyst with the human resource department. This dual-position entailed managing client escalations, analyzing and adjusting pricing structures, contract negotiation, monitoring non-compete agreements, and the paying and reversal of commissions. Prior to joining S|W, Ms. Stapleton was involved in real estate investment as the Operations Manager. In this position, she managed the renovation and budgets of over 200 single family homes and provided administrative support once the properties were tenant occupied.

Jenelle has an Associates of Applied Sciences in Financial Operations and an Associates in Business Administration. She is currently pursuing her bachelor's degree in General Business at Arlington Baptist College.

5. Recruitment Work Plan

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Manager and Chief of Police. The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochures, the Recruitment Co-Project Team Leaders will come on site to meet with the Mayor, City Council and designated staff to discuss the required background, professional experience and management and leadership characteristics for your City Manager and Chief of Police positions. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of each position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the City Manager and Chief of Police. [See example of a recruitment brochure in Appendix I.]

The Recruitment Project Team will also work with the City of South Fulton to develop an advertising and marketing strategy to notify potential candidates about each vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our Team will place ads in appropriate professional publications, websites and local print media, if required. Additionally, S|W has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public sector conferences, will be utilized to further promote the positions.

Advertisements for the City Manager position could be placed with:

Springsted Waters Website
City of South Fulton, GA Website
International City/County Management Association
National Forum of Black Public Administrators
Hispanic Forum
Careers in Government (careersingovernment.com)
Georgia Municipal Association
Georgia Local Government Access websites
Georgia City-County Management Association
Springsted Waters has access to numerous contact lists, websites and listservs specific to local government managers, universities and their alumni, regional councils of government, and contact lists in Georgia, throughout the Southeast, and Nationwide that are focused on local government professional managers.

Advertisements for the Police Chief position could be placed with:

Springsted Waters Website
City of South Fulton, GA Website
International Association of Chiefs of Police (IACP) - DiscoverPolicing.org
National Organization of Black Law Enforcement Executives

National Association of Women Law Enforcement Executives
Careers in Government (careersingovernment.com)
Police Executive Research Forum
Georgia Municipal Association
Georgia Association of Chiefs of Police
Springsted Waters has access to numerous contact lists, websites and listservs specific to law enforcement, universities and their alumni, regional councils of government, and contact lists in Georgia, throughout the Southeast, and Nationwide that are focused on local law enforcement leaders.

Project Milestone	Deliverables	Estimated Duration
Position profile and recruitment brochure development.	- Onsite interview with the City. - S W will receive information regarding the City's budgets, organizational charts, images, logos, etc. - Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter and Timeline).	2 Weeks <i>(slightly increased if on-line survey is utilized)</i>
Approve brochure, commence advertising and distribute marketing letter.	- Brochure sent to the City for final approval. - Commence advertising and distribution of recruitment brochure.	2 Weeks

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, S|W will identify and reach out to individuals who will be outstanding candidates for the positions of City Manager and Chief of Police. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the City Manager and Chief of Police positions. The database will provide the S|W Team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the Mayor, City Council and designated staff to reach consensus on the leadership and management style for the ideal candidates. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute.

Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Estimated Duration
Execution of recruitment strategy and candidate outreach.	• Online data collection and profile development. • Development of interactive searchable applicant databases for recruitment of the City Manager and Chief of Police. • SJW performs direct outreach to prospective candidates identified in the recruitment strategy. • Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics.	4-5 Weeks

Task III: Screening of Applicants and Recommendation of Semi-Finalists

In Task III the Recruitment Project Team, under the direction of Art Davis and Chuck Rohre, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the Mayor and City Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates' background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate's ability to think "on their feet" as well as their personal and professional demeanor. This virtual interview can be scored by individual selection team members as well as the consulting team for later review and comparison.

Our Team will provide an online link for the Mayor, City Council and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of your City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project Milestone	Deliverables	Estimated Duration
Applicant screening and recommendation of semi-finalists.	• SJW compares applications to the approved candidate profile developed in our searchable applicant database. • SJW develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. • Top 10-15 candidates identified as semi-finalists. • Semi-Final Report is prepared, including the brochure, master applicant list, cover letter, resume and completed questionnaire of candidates to be considered.	2 Weeks

	• S W and the City review and rate video interviews. • S W sends links to City to review the aggregate responses and ratings. • Semi-finalists complete candidate management style assessment, responses are reviewed and interview questions are developed. • Recruitment Co-Project Team Leaders meet with Mayor and City Council to review recommended semi-finalists. Mayor and City Council select finalists for on-site interviews.	
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Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the Mayor and City Council approve of a group of finalists for on-site interviews, S|W will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

For the background checks, S|W will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Educational Verification
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Estimated Duration
Finalists complete supplemental work products.	• Finalists complete narrative of their most significant professional achievement and a critical problem analysis.	1 Week
Design final process with City Council for on-site interviews with finalists.	• S W confirms interviews with candidates. • Travel logistics are scheduled for the candidates.	1 – 2 Days
Background checks, reference checks and academic verification.	• S W completes background checks, reference checks and academic verifications for finalists.	2 Weeks

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of

the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Co-Project Team Leaders will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist the Mayor, City Council and City Attorney with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Estimated Duration
Final Report prepared and delivered to City.	Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions.	2 Days
On-site interviews with finalists.	- Interviews are scheduled. - Recruitment Co-Project Team Leaders attend client interviews and are available to participate during deliberations of candidates.	1 – 2 Days
Offer made / accepted.	- If requested, S W participates in candidate employment agreement negotiations. - S W notifies candidates of decision. - S W confirms final process close out items with the City of South Fulton.	1 – 2 Days

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of South Fulton's City Manager and Chief of Police positions. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Springsted | Waters, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted | Waters is a WBE.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF SOUTH FULTON, GA EXECUTIVE RECRUITMENT OF CITY MANAGER PRELIMINARY TIMELINE		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of <u>Tuesday, September 26, 2017</u>. (<i>Commencement of the project is contingent upon contract approval prior to scheduling the first consultant on-site visit.</i>) Actual target dates will be developed in consultation with and approved by the Mayor and City Council. Using a survey to seek additional community input would slightly lengthen the project timeline. A similar timeline will be developed for the Chief of Police recruitment.		
Project Milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach.	• S W completes on-site meetings with Mayor & City Council on Sept. 26 to develop candidate profile & recruitment brochure; City approves ad placement schedule & timeline. (Ads placed Oct. 2) • S W sends draft brochure to City • City returns draft brochure (with edits) to S W • S W commences advertising & marketing. • Online data collection & profile development.	Sept. 26 – Nov. 3
Applicant screening and assessment and recommendation of semi-finalists.	• S W commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. • S W completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Also candidates' recorded interviews are presented. • Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. • S W meets with City on <u>Tues., Nov. 21</u> to recommend semi-finalists; City selects finalists for on-site interviews.	Nov. 3 – 21
Comprehensive background check and reference checks completed for finalists.	• S W completes reference checks/background checks/ academic verification on finalists. (<i>Minimum 10 working days to conduct backgrounds</i>) • S W sends documentation for finalists to the City.	Nov. 22 – Dec. 7
On-site Interviews with finalists.	• City conducts on-site interviews with finalists.	Week Dec. 11
Employment offer made / accepted.	• City extends employment offer to candidate.	Week of Dec. 18

6. Current Clients

Manatee County, FL (Pop. 342,106)

Current Project: Recruitment for new County Administrator – projected completion Sept. 2017

Project: Full Service Recruitment – Director of Redevelopment & Economic Opportunity – Sept. 2016

Mr. Rodney D. Barnes, Human Resources Director

1112 Manatee Avenue West

Bradenton, FL 34205

941-748-4501 ext. 3813

Rodney.Barnes@mymanatee.org

(S|W Project Lead – Art Davis)

Denton, TX (Pop. 123,099) 2016

Position filled 2016

Project: Full Service Recruitment – City Manager (also Police Chief, Fire Chief & other Directors 2007-current)

Ms. Carla Romine-Hagmark, HR Director

215 E. McKinney Street

Denton, TX 76201-4299

940-349-8344

Carla.Romine@cityofdenton.com

(S|W Project Lead – Chuck Rohre)

Loveland, CO (Pop. 71,334) 2016

Position filled 2016

Project: Full Service Recruitment – Police Chief

Ms. Julia Holland, Human Resources Director

500 East 3rd Street

Loveland, Colorado 80537

970-962-2372

julia.holland@cityofloveland.org

(S|W Project Lead – Chuck Rohre)

DeKalb County, GA (Pop. 734,871)

Current Project: Recruitment for Chief Financial Officer (CFO) – projected completion Dec. 2017

Ms. Benita Ransom, Human Resources Director

1300 Commerce Drive

Decatur, GA 30030

404-687-3588

bcransom@dekalbcountyga.gov

(S|W Project Lead – Art Davis)

7. Fee Structure

This information has been submitted under a separate submission per the online bidding instructions,

8. Disclosure Statement

**City of South Fulton
Executive Search Services**

EXHIBIT B TO REQUEST FOR PROPOSAL

(This form must be completed and returned with your response)

DISCLOSURE STATEMENT

As a condition for consideration vendor must disclose any conflict of interest with the City of South Fulton, including, but not limited to, any relationship with any City of South Fulton elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of South Fulton elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS None

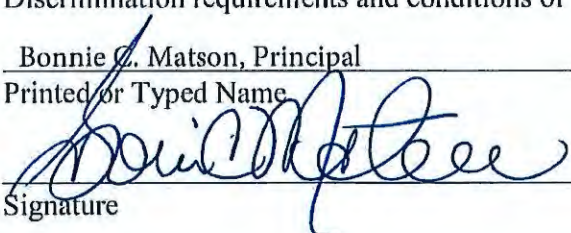
RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Bonnie C. Matson, Principal
Printed or Typed Name

September 15, 2017
Title


Signature

9. Qualifications to do Business in the State of Georgia

Georgia Department of Revenue
REGISTRATION AND LICENSING
P.O. BOX 105499
ATLANTA, GA 30348-5499
Telephone: (877) 423-6711



Madeline B. Mangan, Director Taxpayer Services Division

Douglas J. MacGinnitie, State Revenue Commissioner



XNGD1TGE 000130
LARRY TUTHILL
SPRINGSTED INCORPORATED
380 JACKSON STREET
SAINT PAUL MN 55101

Letter ID: L0594623200
Issued Date: 20-May-2013
WTN: 3107663-XJ



RE: GEORGIA STATE WITHHOLDING TAX REGISTRATION

You are receiving this letter because the Georgia Department of Revenue has completed the registration of your business for the collection and remittance of Withholding Tax. Please keep this letter for reference only.

Legal Business Name: SPRINGSTED INCORPORATED
Doing Business As (DBA):

Location Address: 380 JACKSON STREET
SAINT PAUL, MN 55101-0000

Federal Employer Identification Number (FEIN): 411754318

Withholding Number: 3107663-XJ

Filing Frequency: Quarterly
Payment Frequency: Monthly

Electronic filing and payment are available on line with Georgia Tax Center (GTC) at <https://gtc.dor.ga.gov>.

This is the Department's online self-service portal and preferred method of payment and filing. Instructional videos are available at <http://www.gataxinfo.org> to assist with registration and other functionality. Otherwise, coupons are available on our website at <http://www.etax.dor.ga.gov>.

Returns are required even if you do not have withholding to report for that period. The State of Georgia will assess penalty and interest on a return or payment received after the due date.

Please use our self-service portal at <https://gtc.dor.ga.gov> if there are any changes relating to this business that includes the following: (1) Business closed; (2) Change in ownership; (3) Change of mailing address; (4) Change of Legal or DBA name and (5) Change of Responsible Party.

If you need additional information, please contact Registration and Licensing at (877) 423-6711 or by email to TSD-Withholding-Lic@dor.ga.gov.

Registration and Licensing Unit

XNGD1TGE 000130 NNNNNNNNNN NNN NNN 001 001 136041521116

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Springsted Waters Incorporated	
	2 Business name/disregarded entity name, if different from above Springsted Waters	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 380 Jackson Street, Suite 300	
	6 City, state, and ZIP code Saint Paul, MN 55101	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

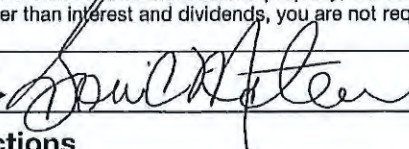
Social security number								
			-				-	
or								
Employer identification number								
4	7	-	1	0	6	4	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ August 23, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

10. Use of Subcontractors

Subcontractors will not be utilized in the performance of the proposed executive recruitments.

APPENDIX I

Sample Brochures



THE CITY OF DENTON, TEXAS IS SEEKING A HIGHLY EXPERIENCED AND VISIONARY LEADER TO SERVE AS ITS...

THE COMMUNITY

Denton is a unique community, blending its historic past with a dynamic and high growth environment, coupled with a diversity to give it economic viability and strength. Denton has grown from a small frontier town, founded in 1857 to a burgeoning urbanized area with a population of approximately 131,000. The historic downtown Courthouse Square is the heart of Denton; the Square and surrounding streets are vibrant and busy both day and night as a gathering place for commerce, civic events, and entertainment. Fodor.com and Yahoo Travel have highlighted Denton on their list of America's Best Main Streets to visit.

Rand McNally and USA Today ranked Denton Number One on its 2012 Top Ten Best Small Towns in America list!

Located at the northern tip of a high growth area known as "The Golden Triangle" (formed by Denton, Fort Worth and Dallas), the city is a dynamic

CITY MANAGER

MUNICIPAL ORGANIZATION

The City of Denton operates under the Council-Manager form of government. The Mayor and six-member Council are elected for two year terms; four members are elected by District and the two remaining seats plus the Mayor are elected at-large. The City Manager is appointed by the Council and serves as the Chief Executive Officer for the City, ensuring that the policies of the Council are implemented and that the entire community is being served. The City Manager prepares the budget for Council's consideration; recruits, hires and supervises the local government staff; and serves as the Council's chief advisor.

The Fiscal Year (FY) 2016-2017 proposed budget includes funding for 1,638.5 full-time equivalents (FTEs) and has an overall operating and capital budget of \$1.19 billion. Operating as a full service municipality, in addition to standard municipal governmental services, Denton also operates with several major enterprise operations including Airport, Electric, Water, Wastewater, Solid Waste, and Drainage. The City of Denton prides itself on citizen involvement, innovation and efficient use of municipal resources.

Municipal services and operations are guided by the City's strategic plan which was created to ensure that the community realizes its vision and mission. In September of 2015, the City Council approved the City's FY 2015-16 Strategic Plan, and the Council is currently in the process of amending the Plan for FY 2016-17. The Strategic Plan serves as the basis for the development of the Annual Operating Budget, and the Council will consider approving it with the budget on September 20, 2016.

The Strategic Plan is organized into five Key Focus Areas (KFAs): Organizational Excellence; Public Infrastructure; Economic Development; Safe, Liveable and Family-Friendly Community; and Sustainable and Environmental Stewardship.

To learn more about the City of Denton, visit <http://www.cityofdenton.com>.



THE COMMUNITY (Continued)

community whose rapid growth has affected its infrastructure as well as its culture. Denton is approximately 95 square miles in territory and strategically positioned approximately 37 miles northwest of Dallas and 35 miles northeast of Fort Worth. Located on the Interstate 35 corridor at the intersection of I-35E and I-35W, Denton is approximately 25 miles from DFW International Airport and 20 miles north of Alliance Airport.

Denton is a rapidly growing community with a long history as the County Seat and the major urban center for Denton County. The city is home to two state universities - the University of North Texas and Texas Woman's University, with a combined enrollment in excess of 50,000 students. The city is also served by the North Central Texas College, the oldest two-year public college in Texas. Higher education is supported by the award-winning Denton Independent School District serving more than 27,000 students in a 180 square mile district.

While the amenities of the major metropolitan settings in Dallas and Fort Worth are only minutes away, Denton has a variety of performing arts, cultural, and entertainment opportunities within the community. Golf courses and nearby lakes offer superior outdoor recreation. The City and its surrounding area offer theater, symphony orchestras, museums, intercollegiate athletics and other cultural and recreational amenities. Denton also has 28 parks and over 300 acres of open space, plus eight recreational facilities.

Denton offers its next City Manager an exceptional quality of life and an inviting environment in which to live, work and raise a family.

CURRENT ISSUES

The following listing of issues and challenges is representative of the issues the City Manager will encounter in the first six to eighteen months on the job and is not intended to be all-inclusive.

- **Organizational Assessment and Alignment** - The new City Manager (Manager) will assess the organizational structure of the municipal organization to include senior staffing, interdepartmental relationships, and adherence to the strategic plan and related goals and objectives. The Manager will ensure that highly talented and effective directors are in place for each of the City's operating departments and divisions.
- **Fiscal Sustainability** - The Manager will review the current and long-term financial status of the City and recommend financial strategies that maximize fiscal resources and protect the City from fluctuations in the local and national economy. The Manager will recommend to the City Council budget mechanisms and strategies to fund compensation structures to continue to attract and retain a talented staff, fund municipal participation in public-private partnerships, invest in infrastructure maintenance and upgrades, invest in its utility enterprise operations, and secure adequate water supplies for Denton's current and future needs.
- **Economic Development** - The City Manager will work closely with the Denton Economic Development Partnership, the Denton Chamber of Commerce, the Denton Black Chamber of Commerce, the Denton Hispanic Chamber of Commerce, the universities and other economic development partners to position Denton for tax base expansion and diversification, job growth and development of additional community amenities.
- **Community Development and Redevelopment** - Denton has a mixture of older, established neighborhoods and commercial areas and newer developments. The preservation and revitalization of the city's Historic Preservation Districts is a key priority, balanced with continuing the development and redevelopment of the entire city.
- **Leadership** - The City is seeking a strong professional and dynamic leader with demonstrated experience to manage and develop the City staff. The Manager will set a positive example of enthusiasm, work ethic and cooperative relationships within the community and the region. The Manager will put in place effective staff development and succession planning practices.
- **Municipal Facilities** - The City has widely dispersed operations in a number of locations. In many cases, City facilities are aging and approaching obsolescence. The Manager will advise the City Council regarding priorities for bond elections and general fund investments in maintaining, upgrading or relocating facilities.



CANDIDATE PROFILE

Prepared in consultation with the Mayor and members of the City Council, the following listing reflects the management style and personal characteristics of the ideal candidate. Qualified candidates should offer:

- Outstanding personal leadership and management skills.
- Highly developed financial management and budgetary skills.
- High personal energy and a positive approach.
- An approachable, friendly, open and participatory management style.
- A comfort level with racial, ethnic, and gender diversity.
- A willingness to communicate in an effective, timely, and equitable manner with all members of the City Council.
- The ability to anticipate problems, identify alternative courses of action, prepare proactive recommendations and to defend and support those recommendations before the City Council.
- The ability to be an effective and articulate advocate for the City's interests in discussions and negotiations with other organizations, including other cities, Denton County, the North Central Texas Council of Governments, Texas Department of Transportation and the State of Texas.
- The ability to maintain effective working relationships with the assistant city managers, department heads and other City employees while maintaining a high level of accountability and productivity.
- The ability to maintain positive, productive relationships with the Mayor and City Council, the public, the business and commercial community, and development interests, and to balance responses to their respective needs for the interests of the entire community.
- The ability to work with and communicate effectively with all levels of the organization and all elements of the community on a fair and equitable basis.
- The ability to employ personnel policies and procedures to insure opportunity for the staff to advance based on their ability and performance record, as he/she demonstrates a strong commitment to teamwork, customer service and excellence.
- The ability to effectively delegate authority and responsibility while maintaining appropriate levels of accountability and operational control.
- A willingness to maintain a high degree of visibility in the community, both on and off the job. The successful candidate will have the desire to enter into a long-term relationship with the City of Denton and the community.

Other required personal characteristics include:

- An understanding of the political process while avoiding personal involvement in political issues.
- Initiative, resourcefulness, creativity and problem-solving ability.
- Outstanding interpersonal and "people" skills.
- Outstanding written, oral, and presentation communication skills.
- The tenacity to work through complex, long-term and often difficult issues and projects.
- A visionary approach to Denton's future.
- Personal and professional integrity of the highest order, demonstrated in both the candidate's public and private life.

QUALIFICATIONS AND EXPERIENCE

The successful candidate will hold a Bachelor's degree in business or public administration, political science or a related field. A graduate degree in business or public administration or a related field is highly preferred. Five years' service as a City Manager or Assistant City Manager or the equivalent in a community of comparable or larger complexity is sought. Candidates with private sector experience in complex organizations with challenges similar to those of Denton may be considered on a case-by-case basis, within the confines of a City Charter requirement of two or more years' experience as a City Manager, Assistant City Manager or the equivalent. The candidate's background and experience should include a diverse exposure to all aspects of managing a full-service city or county, preferably in an urban environment and in a community undergoing substantial redevelopment and revitalization. The City Council is open to candidates from any region of the nation with experience relevant to Denton, with a focus on candidates from diverse and involved communities.

COMPENSATION

The salary range for this position is highly competitive, based on the successful candidate's qualifications and experience, with a salary in the \$200k range. A superior benefits package is offered, including Texas Municipal Retirement System at the 7 percent employee contribution level with a 2-to-1 match by the City upon retirement; medical, dental, vision, life and disability insurance; vacation, sick leave, holiday; and other highly competitive benefits. The City Council will negotiate an employment agreement and relocation assistance with the successful candidate. The quality of life offered in Denton is outstanding and the Manager will reside within the corporate limits of Denton while employed by the City.



APPLICATION & SELECTION PROCESS

Qualified candidates should submit their resume online by visiting our website at www.watersconsulting.com/recruitment. This position is open until filled; however, interested applicants are encouraged to apply by **September 26, 2016**. Following this review date, applications will be screened against criteria provided in this brochure. The Mayor and City Council will offer interviews in Denton to those candidates named as finalists, with reference checks, background checks, and academic verifications conducted after receiving candidates' permission.

For more information, please contact:

Chuck Rohre
(214) 466-2436 (direct)
Email: crohre@waters-company.com

Miguel Ozuna
(214) 842-6478 (direct)
Email: mozuna@waters-company.com

Applicants for this position selected as finalists will be subject to a criminal history/credit/driver's license check prior to interview. While the consultant and City of Denton will endeavor to maintain confidentiality, under Texas statutes, information from your resume may be subject to release to the public at any stage of the recruitment process.

The City of Denton is an equal opportunity employer and values diversity at all levels of its workforce.



14285 Midway Road
Suite 340
Addison, TX 75001

Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951

Springsted Incorporated
380 Jackson Street
Suite 200
Saint Paul, MN 55101

Phone: 651.223.3000
Fax: 651.223.3002

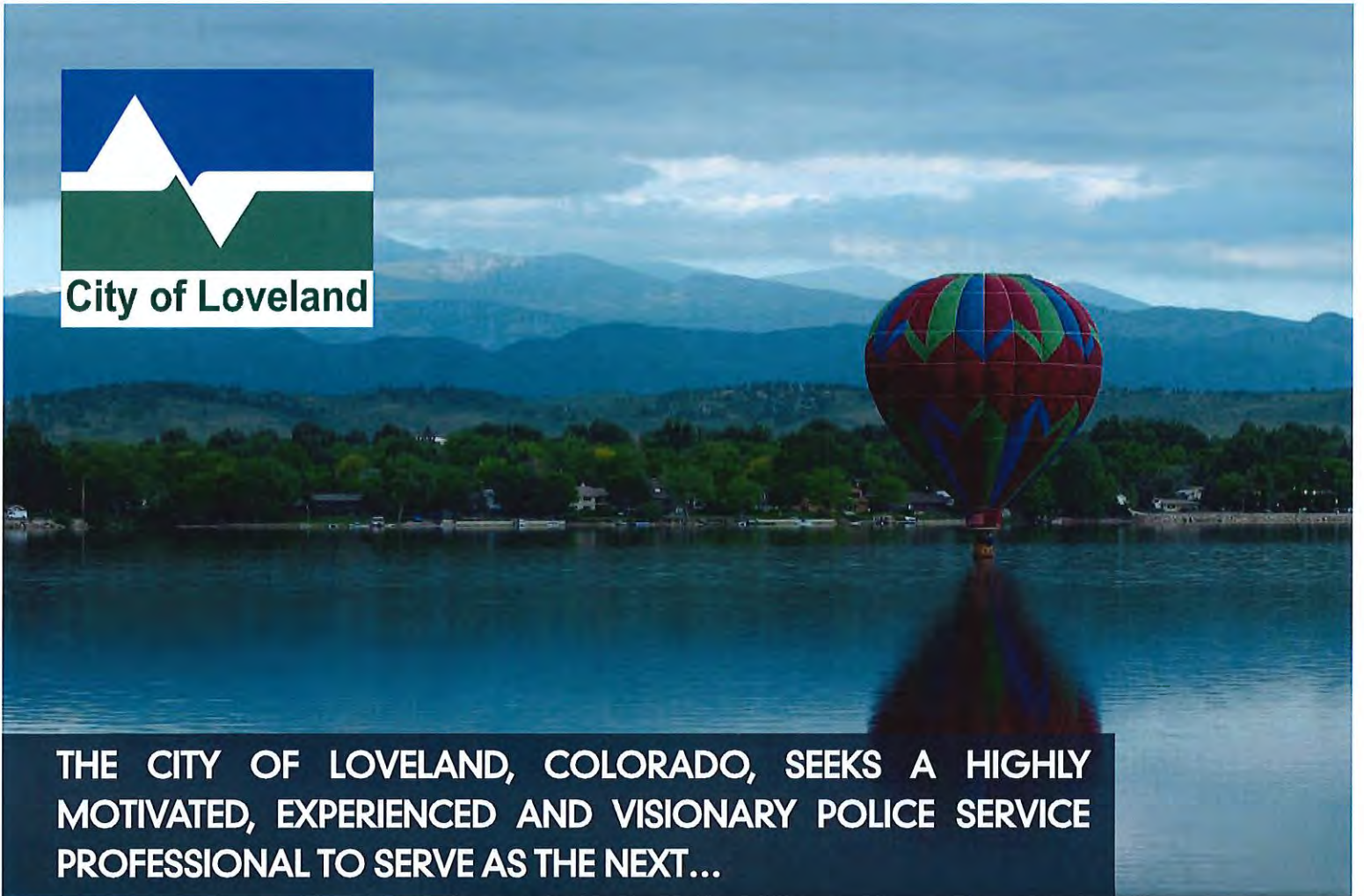
waters-company.com

Helping

PUBLIC & PRIVATE

SECTOR CLIENTS

manage their HR needs



**THE CITY OF LOVELAND, COLORADO, SEEKS A HIGHLY
MOTIVATED, EXPERIENCED AND VISIONARY POLICE SERVICE
PROFESSIONAL TO SERVE AS THE NEXT...**

COMMUNITY OVERVIEW

Loveland, Colorado, (population 72,000) is a premier northern Colorado community located 46 miles north of downtown Denver and 2 miles south of Fort Collins on the Interstate 25 Corridor. In a valley at the entrance to the Big Thompson Canyon, Loveland is known as the "Gateway to the Rockies". The City of Loveland was established in 1881 and named after the President of the Colorado Central Railroad, William A. H. Loveland. Being located on the railroad helped Loveland establish itself as a shipping hub for agricultural and industrial industries.

With 35 square miles of land, Loveland has experienced continued annual population growth of approximately 2 percent. Loveland's education and income levels are above national averages, and the community has received many awards and recognitions for its quality of life including being named one of the top ten places to live by U.S. News and World Report, the #3 Healthiest Small City in America and being part of the Happiest (most satisfied residents) Metro Area (Loveland/Fort Collins) in America.

Loveland is rapidly emerging as one of the major retail and financial centers of

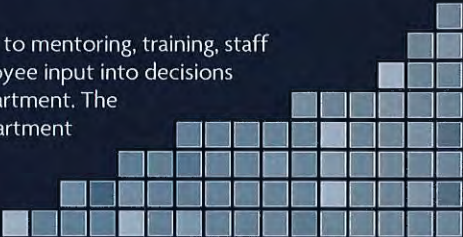
CHIEF OF POLICE

CANIDATE PROFILE

The Chief of Police will be a key member of the City's management team and will require highly developed technical skills, polished communication and presentation skills, the ability to perform well under pressure, the capacity to meet deadlines, and the ability to develop and maintain credibility and trust with the department and City staff, the public, and cooperating agencies at the local, state, and federal levels. The successful candidate will have in-depth knowledge and experience in the management of municipal police departments, especially those providing a high level of community engagement and advanced crime prevention practices. The ideal candidate will have significant operational experience in the various ranks of a police department as his/her career has progressed.

As the chief executive of the Police Department, the Chief will manage its personnel, budget, programs and activities with an eye for continuous improvement to meet the needs of rapidly developing, exurban community. A strong and visionary style of leadership, both engaging and personable, emphasizing the needs of the Department's internal and external customers, is essential. The Chief must be willing to make tough, even unpopular, decisions that benefit the organization, maximize its human and equipment resources, and provide best possible services to the residents and businesses the department protects. Other characteristics and traits sought in the next Chief of Police include operating as a decisive leader willing to collaborate with staff while remaining responsible and accountable for the final decision.

The successful candidate must have a commitment to mentoring, training, staff development and involvement, while valuing employee input into decisions and developing the leadership for tomorrow's Department. The Chief will have a high degree of visibility in the department and community, both on and off the job. The successful candidate will have the desire to enter





COMMUNITY OVERVIEW (Continued)

northern Colorado. Regional attractions include a retail lifestyle center with over 70 specialty shops and restaurants. Other areas of commerce and entertainment include the Budweiser Events Center and other nearby retail and hotel complexes. Downtown Loveland offers an eclectic collection of boutiques, shops, and galleries. The Rocky Mountain Center for Innovation and Technology project housed within the former Agilent/HP site will become a significant employer in the region.

Loveland is served by the Thompson School District which is a leader in Colorado for K-12 education. This District encompasses 362 square miles and includes 12 early childhood centers, 20 elementary schools, five middle schools, five high schools, and two charter schools. There are also many private faith-based schools including Resurrection Christian School which is the largest pre-K-12 grade private school in northern Colorado. Higher education is readily available at the University of Colorado in Boulder, University of Northern Colorado in Greeley, and Colorado State University in Fort Collins. Front Range and Aims Community Colleges are also in close proximity.

Loveland is nationally known as a community that places a high value on the arts. For many years Loveland has hosted two of the largest outdoor sculpture exhibitions in North America, Sculpture in the Park and the Loveland Sculpture Invitational, attracting between 18,000 up to 25,000 visitors annually. The City's public arts collection includes more than three hundred diverse works, valued at approximately \$7.6 million, mostly

CANIDATE PROFILE (Continued)

into a long-term relationship with the City and the community. An active commitment and appropriate level of involvement in professional networking and training to keep the Loveland Police Department fully abreast of applicable equipment, training methods, procedures and technology that will enable the Department to respond to future as well as current service demands. The Chief will be astute politically without engaging in politics and display impeccable character, candor and professional reputation.

MUNICIPAL ORGANIZATION

The City of Loveland operates under the council-manager form of government, as a home-rule city with a Charter adopted by its voters in 1996. The City is governed by the Mayor and eight Council Members. The Mayor is elected for a two-year term by the community at large, and two Council Members are elected from each of four wards to four-year overlapping terms. There are no term limits for the Mayor or Council Members.

The City operating budget for FY2016 is \$276.9 million, with 735 full-time staff and 43 part-time. The City is comprised of the following departments: City Manager, Legal, City Clerk and Court Administration, Cultural Services, Development Services, Economic Development, Finance, Human Resources, Information Technology, Library, Parks and Recreation, Police, Public Works, and Water & Power. The Fire Rescue Authority serves a geographical area of 190 miles. The Cities of Loveland and Fort Collins jointly operate the municipal airport. City employees are well regarded for a high-energy work ethic with an engaged and helpful attitude.

The City Council has exercised exceptional discipline and utilizes financial sustainability policies including funding an extensive Capital Improvement Program without the use of bond financing. Loveland has been recognized for its many innovations. The Milken Institute in 2013 named Loveland/Fort Collins as #20 in the "Nations' Top Performing Cities", and in 2010 Forbes Magazine named Loveland/Fort Collins as one of its "Best Performing Cities".

POSITION PROFILE

Reporting directly to the City Manager, the Chief of Police is a recognized community leader and commands a nationally accredited agency of 151 members, 105 of which are sworn officers. The vacancy occurred with the retirement of Chief Luke Hecker, a 30 year veteran of the Loveland Police Department (LPD), the last ten years as Chief of Police. The department has a reputation for effectiveness and is well regarded by the community and its peer departments.

Reporting directly to the Chief are five individuals, to include a Professional Standards Lieutenant, a non-sworn Business Service Coordinator and three Captains, over Operations, Support Services and Information Services, respectively. The Support Services Captain is serving as the Interim Chief. The annual operating budget (FY2016) for LPD is \$20.3 million.

The INFORMATION SERVICES DIVISION consists of the Loveland Emergency Communications Center, Police Records, the Crime Analyst and the Administrative Analyst. The Emergency Communications Center is the Public Safety Answering Point (PSAP) for 911 calls in all of southern

COMMUNITY OVERVIEW (Continued)

donations by arts organizations, citizens, and artists.

With an average of 300 days of sunshine per year and low humidity, Loveland offers inviting weather year-round. The Park & Recreation Department offers an exceptional variety of developed parks, open spaces, an outdoor sculpture garden, the Chilson Recreation Center, the Chilson Senior Center, a swim beach at Lake Loveland, an outdoor pool, and golf courses among other offerings. As Loveland continues to grow, it cherishes its "small town feel" with musical concerts, art shows, and theater productions to professional hockey games, community celebrations, and a multitude of conventions. Loveland offers an exceptionally attractive quality of life for the next Chief of Police. Additional information about Loveland is available at <http://www.cityofloveland.org>.



CITY EMPLOYEE VALUES

Accountability - We accept personal responsibility for actions and work product.

Collaboration - We establish and maintain good working relationships; work and communicate effectively and cooperatively with others.

Innovation - We display original thinking and meet challenges with resourcefulness.

Integrity - We adhere to high ethical and professional standards.

Courtesy and Kindness - We exhibit and cultivate friendliness; treat people with fairness, respect, decency, and compassion.

Safety - We promote awareness and demonstrate commitment to safety.

Service - We demonstrate quality and excellence in service with a customer focus.

Larimer County, covering 256 square miles and serving approximately 270,000 residents. Emergency dispatching services are provided for LPD and Loveland Fire Rescue Authority. Emergency dispatching is also provided through service contract agreements for Berthoud Fire Protection District and Thompson Valley EMS. In 2014, the center answered 34,713 9-1-1 calls, processed 80,125 police calls for service, 11,442 fire responses, and 10,924 medical emergency calls.

The OPERATIONS DIVISION includes the Patrol Section, Traffic Unit and Street Crimes Unit. The police officers and community service officers (CSO) provide crime and traffic enforcement and educational measures in order to keep Loveland safe. Problem-oriented policing strategies are used to focus on the root cause of reoccurring situations that affect the quality of life for citizens. These methods often involve non-traditional policing. Several specialized and collateral work groups are also a part of the division, e.g. K-9 teams, Special Weapons and Tactics, Mounted Patrol, Liquor Enforcement, Crime Scene Technicians and membership on the Larimer County Bomb Team all support the department's mission.

The SUPPORT SERVICES DIVISION provides support services through several work groups, to include Criminal Investigations Unit, Special Investigations Unit, Community Resources Unit, and the Technical Support Unit. The Special Investigations Unit is part of the Northern Colorado Drug Task Force. The Community Resource Unit is comprised of School Resource Officers and one Crime Prevention Officer. The Crime Prevention Officer is an important interface with the public by providing crime prevention education on a variety of subjects. The Technical Support Unit is responsible for collecting, transporting, storing, and processing property and evidence.

CURRENT ISSUES

Growth and Development - Loveland will continue to develop and the Chief must be an articulate advocate for adequate resources, to include staffing, facilities, fleet, equipment and technology within available resources.

Internal Relationships and Communications - There is significant progress to be made in communication and credibility between officers and the command staff. The new Chief will endeavor to communicate on an equitable and timely basis with sworn and non-sworn members of LPD at all levels and will exhibit a management and leadership style that engenders trust and followership on the part of subordinate staff. The Chief will develop and maintain a cordial and productive relationship with the Fraternal Order of Police lodge as well.

Downtown Loveland - A priority for the City Council is to support and maintain a vibrant Downtown. LPD is an integral part of keeping the area safe and inviting to residents and visitors.

Interlocal Agreements - Loveland is heavily invested in interlocal agreements with neighboring cities, principally Fort Collins and Larimer County. The new Chief must be comfortable in working with many other agencies in a mutually dependent and cooperative environment. The Chief must maintain successful partnerships while ensuring that Loveland's interests are protected.

Training and Staff Development - The department is committed to a high level of training for its personnel at all levels. With relatively few major crimes, the department is challenged to maintain proficiency at all levels.

Resource Management - The new Chief will be innovative in maximizing the utilization of human, facility and equipment resources.



EDUCATION AND EXPERIENCE

A minimum of a Bachelor's degree in criminal justice, business, public administration, or a related discipline is required, with a graduate degree preferred. Candidates should demonstrate knowledge of police department operations and management, public administration of local governments, and knowledge of best practices in the management of municipal police services. Advanced training such as the FBI National Academy, Southern Police Institute or equivalent programs is preferred. The selected candidate must be able to gain Basic Peace Officer certification from the Colorado POST (<http://www.coloradopost.gov>).

The new Chief of Police will be an experienced executive with extensive and progressive experience in an environment similar to that of the City of Loveland, having a high level of community interaction and high service demands. While the City has established minimum qualifications for the Chief of Police, the key selection criteria will be a demonstrated record of excellence in the required elements and proficiency levels of the position and may elect to accept substitutions for some of the required education or experience, depending upon the total professional background and credentials of individual candidates.

COMPENSATION AND BENEFITS

The salary range for the position is \$102K to \$163K, with the expected starting salary to be \$102K to \$133K, depending upon the background and qualification of the successful candidate, plus use of a vehicle. The City has a highly competitive benefits program including a defined contribution Retirement System, a voluntary 457 plan, health, dental and life insurance, employee clinic, short-term and long-term disability, paid vacation and sick leave. Working conditions within the City are outstanding and Loveland offers its residents a high quality of life. Relocation assistance and temporary housing allowance consideration may be available for the successful candidate.



APPLICATION & SELECTION PROCESS

Qualified candidates please submit your resume online by visiting our website at <https://waters-company.recruitmenthome.com>. This position is open until filled; however, interested applicants are strongly encouraged to apply not later than **February 29, 2016**. Following the first review date, resumes will be screened against criteria outlined in this brochure. Final interviews in Loveland will be offered by the City to those candidates named as Finalists, with reference checks, extensive background checks and academic verifications conducted after receiving candidates' permission. Confidentiality will be preserved until Finalists are selected for interview; identities of Finalists will be made public shortly before interviews.

For more information, please contact:

Chuck Rohre
(214) 466-2436 (direct)
(214) 608-7477 (mobile)
Email: crohre@waters-company.com

Applicants selected as finalists for this position will be subject to a criminal history/credit/driver's license check prior to the interview.

Post-employment offers will be conditional on an extensive criminal background investigation, polygraph examination, psychological examination and drug screening.

The City of Loveland is an Equal Opportunity Employer and values diversity at all levels of its workforce.



Helping

PUBLIC & PRIVATE

SECTOR CLIENTS

manage their HR needs



W&C | Waters & Company
A Springsted Company

14285 Midway Road
Suite 340
Addison, TX 75001

Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951

Springsted Incorporated
380 Jackson Street
Suite 200
Saint Paul, MN 55101

Phone: 651.223.3000
Fax: 651.223.3002

waters-company.com



Price Proposal

City of South Fulton, GA

Price Proposal to Provide Executive Search Services, RFP # 18-0002

September 15, 2017

Springsted | Waters

380 Jackson Street, Suite 300
Saint Paul, Minnesota 55101-2887

Art Davis, Senior Vice President
adavis@springsted.com
816-868-7042

Chuck Rohre, Senior Vice President
crohre@springsted.com
214-608-7477

**City of South Fulton, GA
Proposal to Provide
Executive Search Services**

Cost Proposal

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Co-Project Team Leaders, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of S|W and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Art Davis at adavis@springsted.com, 816-868-7042 or Chuck Rohre at crohre@springsted.com, 214-608-7477.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	FEES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Co-Project Team Leaders) Task 2 – Identify Quality Candidates	
Phase II	Task 3 – Screening of Applications and Submission of Recommended Semi-Finalists to Client (includes one day on site by the Recruitment Co-Project Team Leaders) Task 4 – Reference Checks, Background Checks and Academic Verifications	
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Recruitment Co-Project Team Leaders)	
Conclusion	Acceptance of offer by candidate	
	TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	\$24,500* Initial Recruitment

* All subsequent recruitments will be discounted by 10% during the course of a 12-month period.

OPTIONAL SERVICES FOR CONSIDERATION	FEES
At the City's option, S W will conduct a web-based survey to determine key community-wide issues and priorities that could be considered in the selection of a new Manager and Chief of Police. This survey is completed by community leaders, citizens, and City employees and would alter the project timeline.	\$1,650
On rare occasions, S W is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. S W will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	\$220 per hour plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, S|W will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) S|W will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

City of South Fulton
Executive Search Services

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

(This form must be completed and returned with your response)

FROM: Springsted | Waters
(Prospective Consultant)

TO: City of South Fulton
Attn: Zina Cooper
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Project Name Executive Search Services

Bid Number 18-0002 Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Georgia Department of Labor and Employment.

Executed this 15th day of September, 2017.

Prospective Consultant Springsted | Waters

By: Bonnie C. Matson

Title: Principal

**City of South Fulton
Executive Search Services**

NO EMPLOYEE AFFIDAVIT

(This form must be completed and returned with your response)

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____
I do not currently employ any individuals.
Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, am an owner/member/shareholder of, a [specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Georgia Driver's license or a Georgia identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Not Applicable
Signature

September 15, 2017
Date

**City of South Fulton
Executive Search Services**

CONSULTANT INFORMATION FORM

(This form must be completed and returned with your response)

RFP Name: Executive Search Services

RFP Number: 18-0002

Full Company Legal Name: Springsted | Waters

Street Address: 30 Island Point

City, State, Zip Code: Newnan, Georgia 30263

Contact Name for Solicitation: Art Davis & Chuck Rohre Title: Senior Vice Presidents
(816) 868-7042 (816) 333-6899 adavis@springsted.com

Telephone: (214)608-7477 Fax: (214) 972-1951 E-mail: crohre@springsted.com

Company Web Site: www.springsted.com State of Incorporation: MN

Taxpayer ID Number: 47-1064404 Duns #: 557592136

Check one of the following: ☐ Independently owned and operated: ☒ An Affiliate or Division of:
Company Name: Springsted Incorporated
Address: 380 Jackson Street, Suite 300
St. Paul, Minnesota 55101

Is the company currently debarred from doing business with any federal, state or local agency? If yes, please provide details and submit on a separate sheet Yes ☐ No ☒

Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes, please provide details on a separate sheet. Yes ☐ No ☒

**City of South Fulton
Executive Search Services**

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: Springsted | Waters

If this will not be a joint venture, check this box: ☒

RFP Name: Executive Search Services

RFP Number: 18-0002

State of: Minnesota

County of: Ramsey

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

**City of South Fulton
Executive Search Services**

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the City of South Fulton, each potential vendor shall be required to submit to the City of South Fulton Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for City of South Fulton, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

"Know All Men by These Presents, that I/We,

(Bonnie C. Maton)
Authorized Company Representative Name(s)

(Principal)
Authorized Company Representative Title(s)

(Springsted | Waters)
Name of Company

(Hereinafter "Company"), in consideration of the privilege to bid on contracts funded in whole or in part by City of South Fulton, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability in connection with any bid submitted to City of South Fulton, or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females;
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company City of South Fulton remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with City of South Fulton; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of South Fulton to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

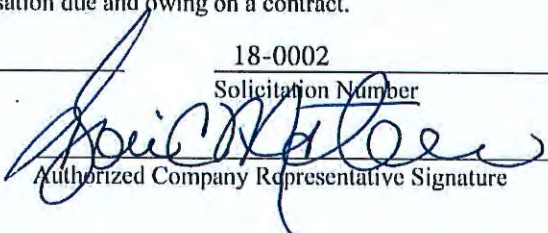
Executive Search Services
Solicitation Name

Bonnie C. Maton
Authorized Company Representative Name

September 15, 2017
Date

18-0002

Solicitation Number


Authorized Company Representative Signature

**City of South Fulton
Executive Search Services**

PRIMARY CONSULTANT / SUBCONTRACTOR UTILIZATION

(This form must be completed and returned with your response)

RFP Name: Executive Search Services

RFP Number: 18-0002

Primary Vendor Name: Springsted | Waters

If subcontractors will not be used check this box:



List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

CITY OF SOUTH FULTON

**Purchasing Department
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336**



REQUEST FOR PROPOSALS

For

Executive Search Services

FOR THE RECRUITMENT OF CITY MANAGER

AND CHIEF OF POLICE

August 25, 2017

RFP Number: 18-0002

Due Date: September 15, 2017

Time Dne: 11:00 a.m., ET

**City of South Fulton
Executive Search Services**

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

City of South Fulton invites consultants to submit their proposals to provide executive search services for the recruitment of City Manager and Chief of Police.

Online submittal instructions can be viewed at the following location:

<https://www.bidnetdirect.com/georgia/cityofsouthfulton>

If you are unable to download these documents, you may contact the Purchasing Manager: Teresa Adams at (470) 809-7230 or Teresa.Adams@cityofsouthfultonga.gov.

A pre-proposal conference will not be held for this solicitation.

Proposals shall be submitted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The Purchasing Department will ***only accept*** proposals submitted online. Proposals submissions are due 11:00 a.m., ET September 15, 2017(as determined by the time stamp clock when submitted online).

Proposals submitted after the proposal close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

To ensure proper and timely online submission please adhere to the dates and times outlined below.

Tentative Timeline:

08/25/2017	Release RFP to the marketplace
09/01/2017	Deadline for written questions by 10:00 a.m., ET
09/05/2017	Response to questions to be posted on BidNet Direct by 10:00 a.m., ET
09/15/2017	RFP due in BidNet Direct by 11:00 a.m., ET
09/18/2017	Evaluation (week of 9/18)
09/26/2017	Recommendations to the City Council.

**City of South Fulton
Executive Search Services**

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City of South Fulton Executive Search Services

1.0 PURPOSE

1.1 The City of South Fulton is requesting consultants to submit their proposals to provide executive search services for the recruitment of City Manager and Chief of Police.

1.2 Qualified consultants and/or individuals responding to this solicitation must have the experience, capacity, and resources to meet or exceed requirements contained in the RFP.

1.3 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Consultant to meet all specifications and guidelines set forth herein. City of South Fulton, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by City of South Fulton.

2.0 CURRENT SITUATION AND MINIMUM SCOPE OF SERVICES

2.1 Project Background and Description

The City of South Fulton is seeking full service consulting services to assist with the national recruitment, evaluation and selection of a qualified and experienced City Manager and Chief of Police. City Council will work with the consultant on developing the criteria for the position, marketing strategy, review and evaluation methodology, and evaluation and selection of qualified and experienced finalists. City Council will evaluate the finalists and will utilize all input leading to the selection and appointment of a qualified and experienced City Manager and Chief of Police. Consultant will work with the Mayor and City Council to negotiate a successful compensation package. Estimated timeframe for appointment of a City Manager is sixty (60) calendar days, after contract executions and notice to proceed. Estimated timeframe for the hiring of a Chief of Police is ninety (90) days after appointment of a City Manager. Estimated date of contract execution is October 10, 2017. Appointment of a City Manager is no later than December 31, 2017.

2.2 Minimum Scope of Services

Included with the RFP are the detailed minimum scope of services and tasks to be completed by the Consultant. It is not the intent of the City to outline a rigid scope of tasks as part of this RFP. The Consultant is encouraged to develop a comprehensive approach with City Council throughout the Project that includes step-by-step interim deliverables and workshops. That being stated, the minimum scope of services is provided to help further define the City's expectations and goals for this Project.

3.0 SPECIAL INSTRUCTIONS TO CONSULTANTS:

3.0 All communications regarding this solicitation must be with Teresa Adams, Purchasing Manager.

3.1 All questions or requests for clarification must be submitted online within this solicitation portal at: <https://www.bidnetdirect.com/georgia/cityofsouthfulton>

3.2 By submitting a response to this request, the Consultants accept the responsibility for downloading, reading and abiding by the terms and conditions set forth in the solicitation.

3.3 All addendums related to this solicitation will be posted at: <https://www.bidnetdirect.com/georgia/cityofsouthfulton>

It is the Consultant's responsibility to check BidNet Direct for any addendums, responses to Consultant

**City of South Fulton
Executive Search Services**

questions or other communications related to this solicitation.

3.4 Consultant is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent.

3.5 The ACORD certificate of insurance must list City of South Fulton as the additional insured.

3.6 The City is interested in retaining services of a company, or an individual, that has executive recruitment expertise relative to City government executive positions, has considerable knowledge of how to conduct an executive recruitment (again specific to City government positions), has the ability to recruit a diverse set of qualified applicants with respect to minorities and women, and can successfully conduct an effective, timely nationwide recruitment.

4.0 Consultant Responsibilities

The Consultant selected for this Project will be responsible for the following:

1. Working with the Mayor and City Council according to the city charter and corresponding ordinances, to develop characteristics and attributes of the successful candidate and selection criteria.
2. Development of recruitment strategies and timelines with the Mayor and City Council according to the city charter and corresponding ordinances.
3. Development of a custom brochure describing the City Manager and Chief of Police positions, the City organization and the community working in conjunction with the Mayor and City Council according to the city charter and corresponding ordinances.
4. Conducting a national recruitment with ads to be placed in ICMA Newsletter, Georgia Municipal Association and Georgia Local Government Access websites; the Consultant will also use available social media, on-line job listing services, and a direct national mailing to City Management and Chief of Police professionals.
5. Conducting targeted recruitment of qualified and experienced individuals.
6. Acknowledging receipt of candidates' application materials.
7. Providing initial screening of all candidates' applications through means including but not limited to; written questionnaires, telephone screening and review of background and experience.
8. Developing a list of semifinalists in conjunction with the Mayor and City Council according to the city charter and corresponding ordinances.
9. Conducting telephone, Skype, Facetime, or video-conferencing or in-person interviews of all qualified and experienced semifinalists either with the City Council or reviewing the results of these interviews with the Mayor and City Council.
10. Assisting the Mayor and City Council in the selection of finalists.
11. Credential verification and background referencing prior to on-site process.
12. Setting up the final on-site selection process which should occur over a two-day period as determined at a time designated by City Council. Exercises included during this period should include the formal interviews with City Council, question and answer sessions for all the candidates with employee representatives, selected Citizen groups, tours of City facilities conducted by City staff, and a reception for candidates.
13. Planning the on-site portion of the process including scheduling the interviews and other activities for the two days, and making travel and lodging arrangements per City specifications.
14. Conducting all background and reference checks on the final candidate(s).
15. Arranging for visits to one or more finalists' city(ies) for the Consultant and City Council from the City of South Fulton. (Note – the required pricing information described below should provide an estimated cost per visit for the Consultant.)

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16. Providing timely notification and necessary follow up and feedback to all candidates not selected for the position.
17. In conjunction with Mayor, City Council, and City Attorney, negotiating final employment agreement/compensation package.

The Consultant must provide progress reports to the City Council. Periodic meetings are required to discuss progress and to determine the process for screening candidates (i.e. written tests, videotape presentations, etc.). The City Council will monitor the Consultant to assure that quality work is being performed and that the Project schedule is being met.

Proposals must include the following:

- A detailed timeline.
- A cost for all services listed above.
- A list of any additional activities and techniques that might be useful to incorporate into the recruitment and selection process and the cost for adding such services.
- An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.
- Specific information concerning the firm's experience with recent similar recruitments, general experience and a list of five references.
- All items listed in PART 4 of this solicitation.

No extensions for submittal of an RFP will be granted on an individual basis. If the City determines, in its sole discretion, that the response time it has provided is inadequate for the preparation of complete proposals, or if amendments issued have materially changed the proposal requirements, the City may, at its option, extend the opening or response dates to all firms.

All consultants agree that their proposals are a firm offer to provide the requested services to the City. Once submitted, all offers must remain valid for 120 days from submission deadline date for proposals.

A copy of the City's Agreement for Professional Services is attached. Any questions or concerns regarding the agreement must be included with the proposal.

It is currently anticipated that finalists for the executive search consultant bid award will be scheduled for interviews the week of October 2nd, and selection at the City Council Meeting on October 10, 2017.

I. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

PART 1 – STANDARD TERMS AND CONDITIONS

When preparing a proposal for submission to the City in response to this RFP, Consultants are advised of the following terms and conditions which have been established by the City:

- I.01 The RFP is a solicitation and not an offer of contract and thus the City reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to re solicit proposals and terminate the RFP process at any time in its discretion.
- I.02 The City reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as it deems necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

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- 1.03 All proposals submitted must be valid for a period of 120 days after the date of the proposal deadline.
- 1.04 The City reserves the right to select the lowest responsible and responsive proposal that it determines best meets the City's needs and desires.
- 1.05 The City assumes no responsibility for payment of any expenses incurred by any consultant as part of the RFP process.
- 1.06 The Agreement to be entered into between the City and the Successful Consultant will obligate the Consultant to indemnify and hold harmless the City maintain the following insurance coverages throughout the term of the contract: (i) workers' compensation insurance to cover obligations imposed by applicable laws for any employee of consultant engaged in the performance of work under this Agreement; and (ii) comprehensive general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this Project shall be sent or delivered to:

City of South Fulton, GA
5440 Fulton Industrial Blvd
Atlanta, Georgia 30336
Attention: Teresa Adams, Purchasing Manager

- 1.07 The final form of Agreement to be entered into between the City and the Successful Consultant shall be subject to the final review and approval of the City Attorney.

PART 2 - DEFINED TERMS

When used in this RFP, the following terms shall have the following meaning:

- 2.01 "Agreement" means the Agreement for Professional Services (Non-Construction), which is included as Exhibit A to this request for proposal.
- 2.02 "Consultant" or "Consultants" means entities responding to this RFP.
- 2.03 "Project" means comprehensive recruitment and selection consulting services of the City Manager and Chief of Police positions for the City of South Fulton as more specifically described in Section II of this RFP.
- 2.04 "Project Manager" means Zina Cooper, Director of Human Resources, City of South Fulton
- 2.05 "RFP" means this request for proposal, dated August 25, 2017, the Executive Search Services for a City Manager and Chief of Police.
- 2.06 "Successful Consultant" means the best qualified, responsible Consultant to whom the City makes an award on the basis of the City's evaluations as hereinafter provided.

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PART 3 - CONTRACT DOCUMENTS

- 3.01 Project Background, Description and Minimum Scope of Services are included in Section II of this RFP. Please specifically note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Consultants will be expected to provide the Project requirements set forth therein.
- 3.02 **The Consultant will be expected to sign the Agreement in the same form as presented in Exhibit A of this RFP packet**, except that the Agreement will be modified to reflect the actual scope of services being provided. **A request for changes or modifications to the Agreement may result in a disqualification of the Consultant.** The submission of a proposal constitutes Consultant's acceptance of all the terms and conditions of the City's form of Agreement that is included with this RFP. The City reserves the right to negotiate optional scope of work items with the Successful Consultant.
- 3.03 Payment shall be according to Section IV of the Agreement. The City will not reimburse the Successful Consultant or other Consultants for any expenses incurred in preparing proposals in response to this RFP.
- 3.04 The City, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.
- 3.05 RFPs not obtained from the City will be disqualified from consideration.

PART 4 - QUALIFICATIONS OF CONSULTANTS

- 4.01 Provide the name and home office address of your organization. Describe what type of business entity your organization is (corporation, general partnership, limited liability company, etc.). Indicate in what state your business entity was incorporated or formed.
- 4.02 Provide a brief history of your business including years of operation, general business description, number of clients serviced, types of services generally offered, size of firm, and a statement of philosophy of customer service levels provided to clients.
- 4.03 Detail qualifications and previous executive search experiences, especially for local governmental entities.
- 4.04 Identify the key personnel of the business who will be assigned to perform services for the City, and who will provide continuing support throughout the term of the Agreement. Provide resumes stating qualifications for key personnel and provide a statement as to the availability, continuity, and accessibility of the individuals who would be assigned to the Project.
- 4.05 Provide your recruitment work plan.
- 4.06 List three current clients (municipal/government/Georgia communities preferred) for whom you provided executive search services for in the last 36 months. For each client, the list must specify the type of work performed by your company, the size of the client's organization and period of time retained as a client. Provide telephone numbers and contact names for references.
- 4.07 Provide fee structure including specific costs per services, fee payment schedule and cost guarantees, if available. Include an hourly rate for services performed beyond the normal scope of

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services that would be included in an Agreement. All reasonable and necessary airline and hotel expenses for candidates will be paid directly by the City of South Fulton. Any additional reimbursable expenses including but not limited to advertising, recruitment brochures, postage, and estimated additional travel expenses should be listed in the proposal.

- 4.08 Complete the attached Disclosure Statement and return with your proposal.
- 4.09 Evidence of Consultant's qualification to do business in the State of Georgia is required.
- 4.10 Consultants will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify Consultant in writing if the City has reasonable objection to any proposed subcontractor. In such event, Consultant may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - INTERPRETATIONS AND GOVERNING LAW

- 5.01 All questions regarding the meaning or intent of this RFP must be submitted IN WRITING ONLY VIA: <https://www.bidnetdirect.com/georgia/cityofsouthfulton> Only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the Project. Addenda will be posted at: <https://www.bidnetdirect.com/georgia/cityofsouthfulton> It shall be each Consultant's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Consultants shall be bound by such Addenda, whether or not received by the Consultant.
- 5.02 All applicable State of Georgia and Federal laws, City ordinances, and licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and Project throughout the Project and are incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the City Charter and Code of the City of South Fulton and the laws of the State of Georgia.

PART 6 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, sexual orientation or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Consultant's qualifications, experience, Project understanding and approach. Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection. The award will be made to the Consultant providing the best value for the City's requirements. In making such determination, City Council shall consider but not be limited to the following factors:

- 1. The Consultant's skill, ability, and capacity to perform the services required;

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2. The Consultant's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City;
3. Whether the Consultant can perform the services within the time period specified, without delay or interference;
4. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the Project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the Project;
7. The number and nature of any conditions attached to the proposal;
8. The general organization of the proposal: Special consideration will be given to submittals which appropriately address the goals; and provide in a clear and concise format the requested information; and
9. The scope, responsiveness, efficiency and quality of the Consultant's administrative services.

The City makes no commitments to any Consultant until such time as the City approves the negotiated contract. Upon recommendation of the Purchasing Manager, the Mayor and the City Council may reject all proposals when it determines that such action is in the public's best interest.

PART 7 - CONTRACT TIME

7.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof. Estimated timeframe for appointment of a City Manager is sixty (60) calendar days, after contract executions and notice to proceed. Estimated timeframe for the hiring of a Chief of Police is ninety (90) days after appointment of a City Manager. Estimated date of contract execution is October 10, 2017. Appointment of a City Manager is no later than December 31, 2017.

PART 8 - SUBMISSION OF PROPOSAL

- 8.01 Proposal shall be submitted only online.
- 8.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by any Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Consultant shall assume full responsibility for timely online submittal of proposals; Consultants must allow adequate time for submittal of their proposal online.
- 8.03 No Consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

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- 8.04 All information submitted to the City by the Consultant is a public record, and may be subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* The Consultant shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which shall not be subject to disclosure under the Georgia Open Records Act.
- 8.05 To the extent required by the Georgia Security and Immigration Compliance Act of 2006, O.C.G.A. § 13-10-90 *et seq.* and “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Ga. Comp. R. & Regs. 300-10-1 *et seq.*, by submitting a proposal, the Consultant certifies that at the time of proposal submission it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Consultant will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Georgia Department of Labor in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.
- 8.06 By submitting the proposal, Consultants agree that they are not entitled to any costs associated with bid preparation or attorneys’ fees.

PART 9 CONFIDENTIALITY

- 9.01 The Consultant may be provided confidential information by the City. Complete confidentiality must be maintained regarding confidential City information and data. Signing of a confidentiality agreement may be required by the Successful Consultant.

The information included in this RFP is for Consultant's exclusive use in preparing a proposal and must not be shared, whether written or oral, with any other person or entity or used for any other purpose. The use of the City’s name in any way as a potential client is strictly prohibited.

PART 10 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 10.01 Proposals submitted early may be modified or withdrawn, subject to the Purchasing Manager’s discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.
- 10.02 The City may cancel or withdraw the RFP or not issue an award at any time and for any reason.

PART 11 - SIGNING OF AGREEMENT

- 11.01 When the City gives a notice of award to the Successful Consultant, it will be accompanied by unsigned counterparts of the Agreement and this RFP. The Successful Consultant shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards.

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PART 12 - PROPOSAL BECOMES CITY PROPERTY

12.01 Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP.

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EXHIBIT A TO REQUEST FOR PROPOSAL

AGREEMENT TO FURNISH EXECUTIVE SEARCH SERVICES TO THE CITY OF SOUTH
FULTON FOR RECRUITMENT AND SELECTION OF A CITY MANAGER AND CHIEF
OF POLICE

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Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of South Fulton, State of Georgia (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional executive search services for the recruitment of a City Manager and Chief of Police (the "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional executive search services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from the City of South Fulton's RFP #18-0002, which is attached hereto Exhibit 1, and incorporated herein by this reference.

The term of this Contract is as follows:

A. Initial Term.

The contract period is one (1) year. Contract performance shall begin on _____.

B. Optional Renewal Terms.

In addition to the base period of one (1) year, there are _____ (each a "Renewal Term") to be exercised at the sole discretion of the City.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall

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be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work and subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed (\$_____). Payment shall be made in accordance with the schedule of charges in Exhibit 2 which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

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D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit 1.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Georgia Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:
 - a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Georgia Department of Labor made in the course of an investigation conducted pursuant to Ga. Comp. R. & Regs. 300-10-1-.09 to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence,

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the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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Executive Search Services**

City of South Fulton
Attn: Purchasing Manager
Teresa.Adams@cityofsouthfultonga.gov

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, any other rights, immunities, and protections provided by the Georgia Constitution, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall

**City of South Fulton
Executive Search Services**

determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

The Consultant certifies that the provisions of O.C.G.A. § 45-10-20 *et seq.* have not and will not be violated under the terms of this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Georgia, and any legal action concerning the provisions hereof shall be brought in Fulton County, State of Georgia.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits 1 and 2 are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with O.C.G.A. § 36-81-1, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

**City of South Fulton
Executive Search Services**

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of South Fulton
 Attn: City Manager
 5440 Fulton Industrial Blvd
 Atlanta, GA 30336

Consultant: _____

**City of South Fulton
Executive Search Services**

IN WITNESS, WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF SOUTH FULTON, GEORGIA

By: _____

Print Name

ATTEST:

Mark Massey
City Clerk

Date

Title

Date

APPROVED AS TO FORM:

Josh Belinfante
City Attorney

Date

CONSULTANT:

By: _____

Print Name

Title

ATTEST:

By: _____

Print Name

Date

Title

Date

**City of South Fulton
Executive Search Services**

Attach Exhibit 1 **“City of South Fulton RFP #18-0002”** and
Exhibit 2 **“AMOUNT OF COMPENSATION”**

Indicate on the bottom of each page

EXHIBIT 1 – Page 1 of __

EXHIBIT 2 – Page 1 of __

TO BE INSERTED UPON AWARD

**City of South Fulton
Executive Search Services**

EXHIBIT B TO REQUEST FOR PROPOSAL

(This form must be completed and returned with your response)

DISCLOSURE STATEMENT

As a condition for consideration vendor must disclose any conflict of interest with the City of South Fulton, including, but not limited to, any relationship with any City of South Fulton elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of South Fulton elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS _____

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name Title

Signature

**City of South Fulton
Executive Search Services**

EXHIBIT C TO REQUEST FOR PROPOSAL
**CERTIFICATIONS PURSUANT TO THE GEORGIA SECURITY AND
IMMIGRATION COMPLIANCE ACT OF 2006**

**City of South Fulton
Executive Search Services**

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

(This form must be completed and returned with your response)

FROM: _____

(Prospective Consultant)

TO: City of South Fulton
Attn: Zina Cooper
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Project Name _____

Bid Number _____ Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Georgia Department of Labor and Employment.

Executed this _____ day of _____, _____.

Prospective Consultant _____

By: _____

Title: _____

**City of South Fulton
Executive Search Services**

NO EMPLOYEE AFFIDAVIT

(This form must be completed and returned with your response)

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____
_____. I do not currently employ any individuals.
Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, am an owner/member/shareholder of, a [specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Georgia Driver's license or a Georgia identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

**City of South Fulton
Executive Search Services**

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION for
the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Georgia Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate • Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card •
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

**City of South Fulton
Executive Search Services**

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program)

I, _____, (as a public contractor under contract with the City of South Fulton (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Consultant Signature

Date

STATE OF GEORGIA)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, _____, by _____ as _____ of.

My commission expires:

(S E A L)

Notary Public

**City of South Fulton
Executive Search Services**

LISTS OF ACCEPTABLE DOCUMENTS All documents must be
UNEXPIRED Employees may present one selection from List A or a combination of one
selection from List B and one selection from List C.

**City of South Fulton
Executive Search Services**

CONSULTANT INFORMATION FORM

(This form must be completed and returned with your response)

RFP Name: Executive Search Services

RFP Number: 18-0002

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Company Web Site: _____ State of Incorporation: _____

Taxpayer ID Number: _____ Duns #: _____

Check one of the following: ☐ Independently owned and operated: ☐ An Affiliate or Division of:
Company Name: _____
Address: _____

Is the company currently debarred from doing business with any federal, state or local agency? If yes, please provide details and submit on a separate sheet Yes ☐ No ☐

Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes, please provide details on a separate sheet. Yes ☐ No ☐

**City of South Fulton
Executive Search Services**

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box: ☐

RFP Name: Executive Search Services

RFP Number: 18-0002

State of: _____

County of: _____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

Sole Proprietorship

Partnership

Corporation

N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

Sole Proprietorship

Partnership

Corporation

N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

**City of South Fulton
Executive Search Services**

JOINT VENTURE AFFIDAVIT

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: _____

Principal Office Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

3. On a separate sheet provide the following information and reference the section number:
- A. Describe the capital contributions by each joint venture and accounting therefore.
 - B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
 - C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
 - D. Describe the estimated contract cash flow for each joint venture company.
 - E. How and by whom will the on-site work be supervised?
 - F. How and by whom will the administrative office be supervised?
 - G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
 - H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
 - I. Describe the experience and business qualifications of each joint venture company.
 - J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

**City of South Fulton
Executive Search Services**

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the City of South Fulton, Department of Procurement Services, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this City of South Fulton solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the City of South Fulton, that each of the representations herein set forth is true.

Subscribed and sworn before me

this _____ day of _____ 20____.

(A) _____

Name of Contractor/Company A

My commission expires: _____

By: _____ (L.S.)

Notary Public

Print Name

Subscribed and sworn before me

this _____ day of _____ 20____.

(B) _____

Name of Contractor/Company B

My commission expires: _____

By: _____ (L.S.)

Notary Public

Print Name

**City of South Fulton
Executive Search Services**

PRIMARY CONSULTANT / SUBCONTRACTOR UTILIZATION

(This form must be completed and returned with your response)

RFP Name: Executive Search Services

RFP Number: 18-0002

Primary Vendor Name: _____

If subcontractors will not be used check this box: ☐

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

**City of South Fulton
Executive Search Services**

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the City of South Fulton, each potential vendor shall be required to submit to the City of South Fulton Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for City of South Fulton, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

“Know All Men by These Presents, that I/We,

(_____)

Authorized Company Representative Name(s)

(_____)

Authorized Company Representative Title(s)

(_____)

Name of Company

(Hereinafter “Company”), in consideration of the privilege to bid on contracts funded in whole or in part by City of South Fulton, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability in connection with any bid submitted to City of South Fulton, or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females;
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company City of South Fulton remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with City of South Fulton; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of South Fulton to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Solicitation Name

Solicitation Number

Authorized Company Representative Name

Authorized Company Representative Signature

Date



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION No. 2017-060

**A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA
EXECUTING A COOPERATIVE AGREEMENT BETWEEN THE CITY
AND THE FULTON INDUSTRIAL COMMUNITY IMPROVEMENT
DISTRICT AND TO PROVIDE AN EFFECTIVE DATE**

WHEREAS, the City of South Fulton (“the City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, a Community Improvement District (CID) is a self-taxing organization to fund public infrastructure, beautification projects and promote economic development in the district;

WHEREAS, Community Improvement Districts are authorized by Article IX, Section VII of the Georgia Constitution;

WHEREAS, the Fulton Industrial Community Improvement District was established in 2010;

WHEREAS, the Fulton Industrial Community Improvement District remains competitive for industrial users and continues to serve as a highly important source of industrial land, employment and economic vitality

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The City of South Fulton agrees with the provisions and enters into the Cooperative Agreement with Fulton Industrial Community Improvement District.
2. Authorizes the Mayor to execute the Agreement.

The foregoing Resolution No. **2017-060**, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION No. 2017-061

**A RESOLUTION OF THE CITY OF SOUTH FULTON, GEORGIA
EXECUTING A COOPERATIVE AGREEMENT BETWEEN THE CITY
AND THE SOUTH FULTON COMMUNITY IMPROVEMENT
DISTRICT AND TO PROVIDE AN EFFECTIVE DATE**

WHEREAS, the City of South Fulton (“the City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, a Community Improvement District (CID) is a self-taxing organization to fund public infrastructure, beautification projects and promote economic development in the district;

WHEREAS, Community Improvement Districts are authorized by Article IX, Section VII of the Georgia Constitution;

WHEREAS, the South Fulton Community Improvement District was established in 1999;

WHEREAS, the Fulton Industrial Community Improvement District remains competitive for industrial users and continues to serve as a highly important source of industrial land, employment and economic vitality

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The City of South Fulton agrees with the provisions and enters into the Cooperative Agreement with South Fulton Community Improvement District.
2. Authorizes the Mayor to execute the Agreement.

#####

The foregoing Resolution No. **2017-061**, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF FULTON

COOPERATION AGREEMENT

This Agreement is made and entered into on the date last signed below, by and between the CITY OF SOUTH FULTON, a political subdivision of the State of Georgia (hereinafter called the "City"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT Board (hereinafter called the "CID Board").

WHEREAS, the South Fulton Community Improvement District (hereinafter called the "District") was created pursuant to an act of the Georgia Legislature, 1987 Ga. L. 5460, such act (hereinafter "Local Act") being authorized pursuant to Article IX, Section VII, ¶ 1 of the Constitution of the State of Georgia, as amended in 1984;

WHEREAS, the District lies partially within the City and is intended to provide a means to supplement and enhance, but not replace, government services and facilities in the District; and

WHEREAS, the Local Act requires that the services and facilities furnished within the District pursuant to said Act shall be provided for in a cooperation agreement executed jointly by the CID Board and the governing bodies within which the District is located.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the City and the CID Board do agree as follows:

1.

This Agreement shall in no way limit the authority of the City to provide services or facilities within the District. The City shall retain full and complete

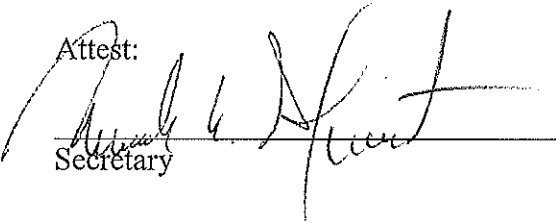
9.

This Agreement shall have a duration of not more than fifty (50) years, or expire upon dissolution of the CID as provided by law, whichever shall occur first, and shall not be modified except by formal written action of both parties.

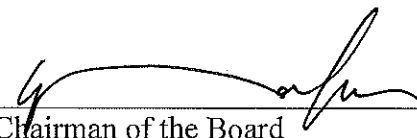
WHEREFORE, the parties have caused this Intergovernmental Agreement to be executed under seal by authorized representatives of each entity on the day and year set forth below.

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT

Attest:


Secretary

By:


Chairman of the Board

Date:

August 18, 2017

CITY OF SOUTH FULTON, GEORGIA

Attest:

City Clerk

By:

Mayor

Date: _____

Approved as to form:

City Attorney



DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-025

A proposed ordinance introduced by Mayor Pro Tem Rowell

AN ORDINANCE TO COMPLY WITH O.C.G.A. §50-18-70, *ET SEQ.*; DESIGNATING AN “OPEN RECORDS OFFICER” AND “ASSISTANT OPEN RECORDS OFFICER(S)” FOR THE CITY OF SOUTH FULTON; DEFINING THE DUTIES AND COMPENSATION THEREOF; PROVIDING FOR PUBLIC RECORD REQUESTS TO BE SERVED UPON THE OPEN RECORDS OFFICER OR, IN THE OFFICER’S ABSENCE OR UNAVAILABILITY, UPON AN ASSISTANT OPEN RECORDS OFFICER; PROVIDING FOR THE MANNER OF SERVING PUBLIC RECORDS REQUESTS ON THE OPEN RECORDS OFFICER; PROVIDING FOR NOTICE OF THE CITY’S OPEN RECORDS PROCEDURES; PROVIDING REASONABLE CHARGES FOR COMPLIANCE WITH PUBLIC RECORDS REQUESTS; TO REPEAL CONFLICTING CODE PROVISIONS, ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT WITH THE FOREGOING; TO ESTABLISH AND EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Georgia’s Open Records Law, O.C.G.A. §50-18-70, et seq., was enacted to establish new procedures for local governments (defined therein as “agencies”) to comply with said law and to provide greater transparency in making public records available to the public for inspection and copying, which instills greater public trust in government;

WHEREAS, under the amended law, agencies may designate one or more “Open Records Officers” for the purpose of accepting service of written requests in order to assure timely response if made to the proper officer, who has been trained in the law and procedures for public records compliance;

WHEREAS, the City of South Fulton, a Georgia municipal corporation, is an “agency” as defined at O.C.G.A. §50-18-70; and

WHEREAS, this City Council adopts as City public policy the statement of the General Assembly found at O.C.G.A. §50-18-70 (a);

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1: The City of South Fulton Code of Ordinances, Title 1, Administration, Chapter 7, Open Records, shall be as follows:

Title 1: Administration

Chapter 7: Open Records

Section 1-7001: Short Title.

This Article shall be known as the “City of South Fulton Open Records Ordinance.”

Section 1-7002: Records Officer.

There is hereby created the appointment of the City’s Open Records Officer. The Open Records Officer may designate, in writing, Assistant Open Records Officer(s) as required to perform the duties of his or her office. Before undertaking the duties of the office, the Open Records Officer and Assistant Open Records Officers shall take an oath, in writing, to diligently perform such duties. Compensation for the Open Records Officer and his or her Assistant Open Records Officers shall be initially recommended by the City Manager, approved by the City Council and scheduled on the City’s Pay Classification Plan, as from time to time amended. The Open Records Officer shall serve at the pleasure of City Manager. The Open Records Officer may be an existing employee of the City.

Section 1-7003: Duties and Procedures.

- (a) It shall be the duty of the Open Records Officer and his or her duly designated Assistant Open Records Officer(s) to accept written requests to inspect and copy public records, pursuant to O.C.G.A. §50-18-70, *et seq.*, and to produce to the requester all records responsive to a request within a reasonable amount of time not to exceed three (3) business days of receipt of a request, unless the time for response is extended in accordance with law.
- (b) No written request shall be deemed filed until served upon the Open Records Officer, by hand delivery to the Officer at the City of South Fulton, by certified United States mail return receipt requested, by statutory overnight delivery, or by email to openrecords@cityofsouthfultonga.gov.
- (c) Written requests served upon any other officer or employee of the City shall not be deemed filed, until the requester has filed his or her request, in writing, with the Open Records Officer.
- (d) In the absence or unavailability of the Open Records Officer, an Assistant Open Records Officer shall perform the duties of the Open Records Officer.
- (e) The absence or unavailability of a designated Open Records Officer shall not delay the City’s response to a properly served request

Section 1-7004: Request Response.

- (a) Upon receipt of a request, it shall be the duty of the Open Records Officer to promptly ascertain the availability of all public records responsive to the request and to produce to the requester those records that can be located and produced within a reasonable time, not to exceed three (3) business days of receipt of a request. For purposes of computing the time within which a response must be made, the Open Records Officer shall not count the business day on which a request is received, nor any intervening Saturday, Sunday, or designated holiday on which City offices are closed for general business. Upon intake of a request, the Open Records Officer shall stamp the request with the date and time of receipt, and initial the request. In any instance where records are unavailable within three (3) business days of the request, it shall be the duty of the Open Records Officer to provide the requester with a written description of such records and a timeline for when the records will be available for inspection or copying and to provide the responsive records to the requester as soon thereafter as practicable. Such response shall also contain a good faith estimate of the cost to the requester for the search, retrieval, redaction, and production and copying of records.
- (b) It is the intent of the City Council that the Open Records Officer be accessible within City Hall during the normal hours of general operation of the City's administrative staff, i.e. 8:30 a.m. to 5:00 p.m. Monday through Friday, except on recognized holidays and those days when City Hall is closed. The Open Records Officer shall coordinate his or her work schedule with the Assistant Open Records Officers to assure coverage within City Hall during normal hours at all times when the Open Records Officer is scheduled to be absent or unavailable for extended periods of time. Backup procedures will be implemented by the City Manager to assure such coverage by Assistant Open Records Officers during the Open Records Officer's unplanned absence or unavailability.
- (c) By law, notice of the designation of Open Records Officers shall be posted on the official bulletin board at City Hall, in the legal organ of City, and on the City's website. In addition, City officers, department directors, and administrative staff will be instructed on how to assist and direct persons desiring to request inspection and copying of public records.
- (d) To further assist persons desiring to inspect records, a request form will be available at City Hall and on the City's website. The Open Records Officer shall confer with every officer or department manager of the City, as necessary, to ascertain the existence of public records responsive to a request (including electronically-stored information), and it shall be the duty of every City officer and department manager to confer with and provide records, or true and correct copies of the originals thereof, to the Open Records Officer promptly, time being of the essence. Upon receipt of a public record responsive to a request, the Open

Records Officer shall determine, in consultation with the City Attorney, if the record is exempt from disclosure by order of a court of this state or by law; if the record is exempt from disclosure, the written response by the Open Records Officer shall set forth the specific legal authority under which withholding of inspection of the record is claimed. The Open Records Officer shall maintain a log or other documentation of his or her due diligence to comply with a proper request.

Section 1-7005: Fees.

- (a) The Open Records Officer shall further have the duty to collect from a requester a reasonable charge for the search, retrieval, redaction, and production/copying of records, utilizing the most economical means available to identify and produce non-excluded records. The charge for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid full-time employee who, in the reasonable discretion of the Open Records Officer, has the necessary skill and training to perform the request; provided, however, no charge shall be made for the first quarter hour. In addition thereto, where certified copies of specific records are sought, the fees for certified copies prescribed by law shall apply; otherwise, a fee for the copying of records shall not exceed 10¢ per page for letter or legal size documents or, in the case of other documents and electronic records, the actual cost of reproducing the document or media on which the records or media are produced.
- (b) It shall be the right of the requester, at the time of inspection, to make photographic copies or other electronic reproductions of records, at his or her own expense, using suitable portable devices brought to the place of inspection. Whenever any person has requested to inspect and copy public records and received a written response estimating the cost of the search, retrieval, redaction, and production/copying of responsive records, and the City has actually incurred such costs but the requester fails to inspect or accept copies of the records, the Open Records Officer shall be authorized to collect such charges in any manner authorized by law.
- (c) In any instance in which the Open Records Officer has estimated costs in excess of \$25 for responding to a request, the Open Records Officer may defer the search, retrieval, redaction, and production/copying of the records until the requester has stated, in writing, his or her willingness to pay an amount equal to the estimate of costs. The Open Records Officer shall request prepayment of the estimated costs prior to beginning search, retrieval, redaction, production or copying of the records when the estimated costs exceed \$500 for the production.

Section 1-7006: Litigation.

Requests by civil litigants for records that are sought as part of or for use in any ongoing civil or administrative litigation against the City shall be made in writing and copied to counsel of record for the City contemporaneously with their submission to the City. The City shall provide, at no cost, duplicate sets of all records produced in response to the request to the City's counsel of record unless the City's counsel of record elects not to receive the records.

Section 1-7007: Training.

- (a) The Open Records Officer and Assistant Open Records Officer(s) shall, prior to assuming the duties of their office, undergo a course of training in public records, Government in Sunshine management and specifically compliance with the Georgia Open Records Law, O.C.G.A. §50-18-70, *et seq.*, as approved by the City Manager, in consultation with the City Attorney.
- (b) It shall be the responsibility of the City Manager and the Open Records Officer, at least annually, to conduct a workshop for City officers and department directors on the minimum requirements and procedures for public records management and open records disclosure, including the penalties or civil fines that may be imposed for violating Georgia's Open Records law.

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be immediately.

The foregoing Ordinance No. **2017-025** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

**THIS ORDINANCE adopted this _____ day of _____ 2017. CITY
OF SOUTH FULTON, GEORGIA**

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-026

AMENDMENT TO ORDINANCE NO. 2017-018

The following amendment to Ordinance No. 2017-18, entitled “Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances, to provide for duties and authority of police officers.”

Adding Sec. 8-1014 regarding the duties and authority of police officers, as follows:

Sec. 8-1014. – Duties and authority of police officers.

- (a) It shall be the duty of officers of the police department to enforce this Title and all other traffic laws of the city and all of the state vehicle laws applicable to street traffic in the city.
- (b) Officers of the police department are hereby authorized to direct all traffic by voice, hand, or signal in conformity with traffic laws; provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.
- (c) County fire officers when at the scene of a fire, may direct or assist the police in directing traffic there or in the immediate vicinity.
- (d) The duties and responsibilities created by this chapter shall apply to any police department that is assigned jurisdiction by the Mayor and City Council through an intergovernmental agreement created pursuant to Section 7.16(b) of the City Charter.

The foregoing Ordinance No. **2017-026** is an Amendment to Ordinance No. 2017-018 adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-027

AMENDMENT TO ORDINANCE NO. 2017-018

Councilmember Willis and Mayor Pro Tem Rowell offer the following amendment to Ordinance No. 2017-18, entitled “Ordinance to Create Title 8 of the City of South Fulton Code of Ordinances, Traffic and Vehicles, and to establish general rules of the road for the City of South Fulton.”

Revising Sec. 8-1001., regarding the adoption and incorporation of state and federal law, as follows:

Sec. 8-1001. - Adoption of State and Federal Laws

(a) *Adoption of federal law by reference.* For the purpose of regulating vehicles and traffic in the City, there is hereby adopted, as if fully set out herein, the following federal regulations:

- (1) Reference 49 C.F.R. 382, 383, 390-393, and 395-397, the Commercial Motor Vehicle Safety Act of 1986; and
- (2) The Federal "Out of Service" Criteria as amended from time to time.

(b) *Adoption of state law by reference.* Pursuant to Chapter 6 of Title 40 of the Official Code of Georgia Annotated, O.C.G.A. §§ 40-6-372 through 40-6-376, O.C.G.A. § 40-6-1 *et seq.*, known as the “Uniform Rules of the Road,” and the definitions contained in O.C.G.A. § 40-1-1 and O.C.G.A. § 40-7-3 are hereby adopted as and for the traffic regulations of this City with like effect as if recited herein.

Adding Secs. 8-1010-11., regarding ATVs and Off-Road Vehicles, as follows:

Sec. 8-1010. - Operation of all-terrain and off road vehicles.

- (a) It shall be unlawful for anyone to operate an ATV on the public roads and highways within the City.
- (b) It shall be unlawful for anyone to operate an ATV or off road vehicle on any City sidewalk, City park, City trail, City shared multi-use path, City bicycle path, City recreation facility, and all other City property. (This section does not apply to authorized City employees/agencies in the performance of their duties (i.e. police officers, parks employees, etc.).

- (c) It shall be unlawful for anyone to operate an off road vehicle in the public right-of-way in residential zoning districts and in multi-family zoning districts. These specific restrictions are authorized pursuant to the State of Georgia's "Off-Road Vehicle Act of 1975", Georgia Code Annotated §§ 40-7-1 through 40-7-6.
- (d) No person shall operate an ATV or off road vehicle in a manner which violates any City ordinance regarding noise or noise levels.
- (e) Nothing in this ordinance shall prohibit or interfere with the open access of sidewalks or public infrastructure to persons with disabilities, wheelchairs, or in any way conflict with the American with Disabilities Act.

Sec. 8-1011. – Penalties for violations of Sec. 8-1010.

For any violations of Sec. 8-1010, any person violating these provisions will be subject to the following penalties:

- (a) For a first violation, the penalty will be in the amount of \$750.00.
- (b) For a second violation, the penalty will be in the amount of \$1,000.00.
- (c) For a third violation, the penalty shall be a minimum of 30 days in jail, not to exceed six months.
- (d) For all subsequent violations, the penalty shall be a minimum of 60 days in jail, not to exceed six months.

The foregoing Amendment to Ordinance No. **2017-027** adopted on _____ was offered **Mayor Pro Tem Rowell and Councilmember Willis**, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



City of South Fulton - Georgia
Office of the City Manger

**City Manager's Report
Week Ending – October 6, 2017**

October 6, 2017

Honorable Mayor and Council,

Below you find the Office of the City Manager's Weekly Report. This report is intended to provide you with weekly updates of high level task/works in progress from each respective division. Should you have further questions regarding the report, please do not hesitate to contact me directly.

Sincerely,

Ruth C. Jones
Interim City Manager

CITY MANAGER'S DIVISION

1. Met with Mayor and Council Members for their regular standing meetings
2. Met with executive staff to discuss activity updates & projects
3. Attended a meeting with Communications Director regarding City Naming & Marketing
4. Reviewed Waste RFP with Purchasing Director
5. Attended the Swearing in / Investiture Ceremony for Chief Judge Tiffany Carter-Sellers
6. Met with Chief Few to Discuss Fire Rescue Service Delivery
7. Met with Chief Halbert to Discuss Police Service Delivery
8. Met with Councilwoman Gilyard and Director of Community Service Development
9. Attended the Town Hall Meeting presented by Councilwoman Willis for District 3

Under the Direction of the City Manager

ASSISTANT TO THE CITY MANAGER

1. Met with City Manager to discuss weekly priorities
2. Prepared for New Staff Arrival
 - a. Issued official City Id Badges / Access Cards

- b. Assigned office Space
 - c. Assigned desk phones and computers
 - d. Assigned cell phones to critical staff
- 3. Issued access cards to Police Department and Fire Department as requested for their new staff / team members.
- 4. Attended meeting with Police Department to discuss ORI for the city
- 5. Met with City Manager & Chief Few to Discuss Fire Rescue Service Delivery
- 6. Met with City Manager & Chief Halbert to Discuss Police Service Delivery
- 7. Met with executive staff to follow-up on activity updates & projects
- 8. Attended a meeting with Communications Director regarding City Naming & Marketing
- 9. Met with InterDev Representative Kyron Parker to discuss the City IT Framework
 - a. Set up Desk Phone
 - b. Set up new computers
 - c. GIS discussion
 - d. New equipment requests
- 10. Met with Fulton County IT liaison to the city, Namarr Strickland to discuss
 - a. IT Project Management for: Parks, Police and Fire
- 11. Followed up vendor for Court Case Management System
 - a. Requested On-site meeting for next week
- 12. Followed up with AMR / EMT Ambulance Service
- 13. Followed up with Comcast concerning internet connectivity

FINANCE DIVISION

- 1. Solid Waste Collection and Recycling Services RFP
 - a. The City of South Fulton Purchasing department developed a RFP for Solid Wasted Collection and Recycling Services. This RFP was sent for a Peer Review to Solid Waste Representative from Fulton County, Mr. Anthony Spencer and Attorney Lemuel Ward. These peer reviews provided feedback as to the strength and implementation of the RFP. The RFP will now be sent to the City's legal department for approval to be place out for bid within two weeks.
- 2. Executive Search Services RFP
 - a. The City of South Fulton Purchasing department solicited firms to provide executive search services for the recruitment of City Manager and Chief of Police. Ten (10) proposals were received and evaluated. Based on the scoring, which was derived from specific criteria that were set forth in the RFP, Springsted | Waters is being recommended for contract award. An award recommendation package has been prepared for Mayor and Council to approve.
- 3. Attended meetings and conference calls with Financial Institutions seeking funding to address cash flow needs.
- 4. Preliminary financial closing of 2017 fiscal year
- 5. Attended GMA training on tax billing/collection procedures
- 6. Worked on payroll processing and reporting

7. Accounts payable and benefit reconciliation
8. Reviewed applicants for the position of Staff Accountant for interviews
9. Continue to work with our financial software representatives on our payroll services conversion and other services
10. Working on 2018 Approved budget booklets

COMMUNICATIONS / EXTERNAL AFFAIRS DIVISION

1. Naming/Branding Process – FirstClass, Inc (a business in the City of South Fulton) in partnership with VIVO 360 will facilitate the naming process.
2. FirstClass, Inc. (Bunnie Jackson-Ransom) and VIVO360 (Sophie Gibson) will present to Council during the Work Session Session – October 10, 2017 and cover the following:

Develop a new name and verbal identity

- VIVO360 and FirstClass will:
 - Develop a solid naming strategy and creative brief
 - Do research and interview internal stakeholders including the City Council Members and the City of South Fulton Management team
 - Assess the six names that have already been chosen
 - Conduct and Discovery Session half day sessions
 - We will review the current seal in this process
 - VIVO360 and FirstClass will make sure the name fits the following criteria:
 - Magnetism
 - Distinctiveness
 - Accessibility – easy to say
 - Longevity – remains relevant over time
 - Protectability – clear for trademark and domain use
 - Appropriateness
 - Consistent with the vision of the City
 - Look at other city names and identify areas of opportunity
 - Develop a comprehensive project vocabulary (this gives us meanings to the names we come up with – exploring the roots of the words)
 - VIVO360 and FirstClass will also look at:
 - the legal considerations in naming the City
 - the availability of the domain name
3. October 19, 2017: #COSFGAPurpleThursday – Wear Purple – Domestic Violence Awareness
 4. October 20, 2017: #COSFGAPinkOut - Wear Pink- Breast Cancer Awareness
 5. Newsletter Sign-Up: Will be available at City Council meetings and by sending your email address to: news@cityofsouthfultonga.gov
 6. Compiling content for the October Fine Times in the City Newsletter
 7. Website Training will take place October 16-20 with CivicPlus
 8. Process of developing RFP for permanent videography of City Meetings/events.
 - a. Will coordinate with Purchasing Manager.

DEVELOPMENT SERVICES DIVISION

Business Licensing:

1. Setup abandon property fees for processing payments
2. Setup issuance of nonprofit and veteran's business licenses
3. Completed unpaid delinquent list
4. Continued ongoing Edmunds training for efficient customer service and data retrieval
5. Ongoing collaboration with Edmunds/RDS/County on Excise Tax process and setup in Edmunds software

Code Enforcement:

1. Processed over \$15,000 in Code Board Fines
2. Attended District 3 Councilwoman Helen Willis Town Hall meeting
3. Met with Camelot Condominium HOA Officers on a Strategic Plan (1 yr., 5 yr...etc.) in correcting code violations
4. Ongoing inspections and pre-court inspections on new and old cases

City Engineer:

1. Follow up field investigations on several complaints to Mayor and Council
2. Met with several developers/contractors/builders for review and resolution of land development issues
3. Met with representatives for Century Communities regarding status of current projects and for Q&A regarding upcoming projects.
4. Met with representatives of DR Horton regarding status of current projects and for Q&A regarding upcoming projects.
5. Met with development team for Kingsland Subdivision for Q&A and coordination regarding completion of final requirements for platting subdivision.
6. Completed evaluation of Land Development Inspector candidates.

Development Services (Planning/Zoning and Permits and Inspections):

1. Completed a Community Development Services brochure
2. Scheduled meetings with Council members for updates and guidance on land use issues
3. Ongoing communication and coordination with Edmunds for efficiency in the application of the software for planning, land development
4. Ongoing staff response to all Open Records request presented this week.
5. Staff ongoing coordination and review of backlogged projects with Fire and Fulton County Public Works
6. Conducted several pre-application/submittal/resolution meetings with applicants
7. Attended Council Town Hall meeting as requested

Worked on implementing a standardization process for addressing.

HUMAN RESOURCES DIVISION

Recruitment and Hiring

1. New Hires

Candidate Name	Position	Department	Start Date
Shayla Reed	Deputy Director, Planning and Development	Community Development Services	10/02/2017
Christopher Whatley	GIS Specialist Supervisor	Community Development Services	10/02/2017
Brianna Rindge	Senior Planner	Community Development Services	10/05/2017

2. New Hire Bio's

Shayla Reed

Over ten years of experience in the field of urban planning with a focus on current and long-range planning, management of local ordinances, grant writing, and Economic Development; Served as Project Manager for projects such as Comprehensive Plan Updates, Urban Redevelopment Plans, Opportunity Zone Program, Trail Grant Program, and Livable Centers Initiative (LCI) Program; Experienced consultation with regulatory bodies, local governments, and private land owners; Extensive years of senior management practice.

Christopher Whatley

Certified GIS Professional; Over 20 years of experience in the GIS industry; 19+ years in local government; 15+ years in supervisory and leadership positions; Excellent leadership, organizational, collaborative skills; Published author within the GIS field; A vast array of GIS skills including but not limited to cadastral, planning and development, emergency management, demographics; Other technical skills including database maintenance, network administration.

Brianna Rindge

Holds a Master's in City and Regional Planning from Georgia Tech and has held four different planning positions in local government, university, nonprofit, and a public-private partnership. Has developed a wide skillset over the past decade through both professional experience and education, including ArcGIS, the Microsoft Suite, and the Adobe Creative Suite. Experience presenting studies and zoning cases to Planning Commission and City Council, analyzing and crafting staff reports on code text amendments, and producing Comprehensive Plans and LCI Studies.

3. Job Offers

- Job offers extended for the following position:

Candidate Name	Position	Department	Start Date
Tarika Peeks	Senior Planner	Community Development Services	10/16/2017

4. Interviews

- Conducted interviews for Development Site Inspector on 9/19
 - Final scoring of top candidates
 - Preparing offer letter
- Conducted interviews for Accountant on 9/25, 9/26, 9/27 and 10/5
 - Final scoring of top candidates
 - Preparing offer letter
- Scheduling interviews for:
 - Municipal Court Administrator
 - Permit Specialist (second group of interviews- first candidate declined)
 - Planner I
 - Planner II

5. Posted job announcements

- Clerk of Municipal Court
- Legislative Specialist
- Senior Court Clerk
- Risk Manager
- GIS Analyst
- Information Technology Director
- Contract Positions: Public Defender and Solicitor

6. Preparing postings:

- Code Enforcement Officer I
- Code Enforcement Officer Team Lead (internal promotion)

7. Closed Job Announcements update:

Job Title	Open Date	Closing Date	# of applicants (as of 10/05/17)	Comments
CITY MANAGER	09/08/17	Continuous		
EXECUTIVE ASSISTANT, CITY MANGER	7/13/17	7/23/17	49	
LEGISLATIVE SPECIALIST	9/29/17	10/07/17	122	
CLERK OF MUNICIPAL COURT	9/29/17	10/07/17	476	
GIS ANALYST	10/03/17	10/09/17	15	
INFORMATION TECHNOLOGY DIRECTOR	10/03/17	10/16/17	41	
SENIOR COURT CLERK	10/03/17	10/9/17	72	
RISK MANAGER	10/03/17	10/13/17	28	

Onboarding

- Transition date **January 3, 2018**
- Developing Phase Three Employee Transition Plan for Parks and Recreation
 - Anticipated transition of 40+ employees
 - Employee onsite meetings to review and confirm their job title and salary will be rescheduled for November 2017
 - Still preparing responses to the FAQ created by Parks and Rec staff
- Met with Police Department Transition team and select employees to discuss the transition
 - Meeting was held on Thursday, September 28
 - Topics of discussion included their concerns, planned and proposed incentives

Worker's Compensation (WC)

- Training with GMA scheduled on *Tuesday October 17*
- Meeting to be scheduled with occupational medical facilities
- Coordinating with vendor (Paychex) on safety analysis and plan

Classification and Compensation Plan

- Recommending a HRIS to automate process– *Depending on budget*
 - A HRIS is necessary to accurately control and manage personnel expenses by position using the adopted pay and class plan.
- Reviewing organizational charts to recommend the appropriate job classification, salary, and specification for all departments (continuous)
- Preparing a recommendation for the City's Compensation Philosophy
- Analyzed the requested new classifications and prepared a recommendation to add the classifications to the plan per FY18 budget requests
 - Prepared revised Class and Comp Pay Schedule to present to Council during the next regular meeting on October 10
 - Developed "Above the Minimum" methodology which provides a recommendation for an entry salary rate that is above the minimum rate for the position

Employee Guidebook- Personnel Policies and Procedures

- Developing recommendation for city-wide internship through policy to be published in the final Personnel Manual
- Preparing policy for the City's At-Will procedure for all employees, except those in the Merit System (Firefighters below the rank of Deputy Chief and Police Officers below the rank of Major) to be published in the final Personnel Manual
- Reviewing Personnel Policies and Procedures of similar municipalities for final recommendation of the Personnel Manual
- UPDATE: Final drafted guidebook recommendation will be presented on October 10

Benefits

- Setting up the City's COBRA plan
 - Coordinating implementation with Wage Works
- Meeting with Mass Mutual weekly to begin implementation of the City's Retirement Plans (continuous)
 - Education Sessions will be scheduled the last week of October to allow employees to enroll in the 401a and 457b plan
 - Onsite meetings will be held on October 31 at 11:00 am and 1:00 pm
 - Communications about the
- Preparing for 2018 Open Enrollments
 - Met with benefit partner Colonial to discuss service offerings and partnership with electronic administration
 - Developing online portal through Colonial Harmony for electronic benefit elections
- Requesting quote for same coverages with same vendors through December 2018
 - Kaiser, Aetna, and Eye Med will maintain same rates. Response from BCBS is pending. BCBS is reviewing current employee experiencing rating
 - Recommend maintaining same coverages and providers until all employees are transitioned from the County
- Weekly meetings (in-person and conference calls) with benefit partners to coordinate enrollment for new and transitioning employees (continuous)