

STATE OF GEORGIA
COUNTY FULTON

A RESOLUTION TO APPROVE THE FORM OF NOTICE OF TERMINATION OF MUNICIPAL SERVICES AND TO AUTHORIZE THE CITY MANAGER TO SIGN AND DELIVER SUCH NOTICE ON BEHALF OF THE CITY OF SANDY SPRINGS

WHEREAS, the City of Sandy Springs ("City") entered into that certain Agreement By and Between City of Sandy Springs, Georgia and CH2M Hill, Inc. (CH2M Hill) for Provision of Administrative, Financial, Community Services, Motor Vehicle, Staffing, and Purchasing, Procurement and Contracting Services, dated January 1, 2006 ("Agreement 1") and that certain Agreement By and Between City of Sandy Springs, Georgia and CH2M Hill, Inc. for Provision of Services for Public Works, Transportation, Streets, Right-of-Way, Facilities, Parks and Recreation, Capital Improvements, Planning and Zoning, Inspections, Code Enforcement, Permitting, Purchasing, Procurement, and Contracting Services, dated January 1, 2006 ("Agreement 2") (Agreement 1 and Agreement 2, together with any amendments thereto, are sometimes referred to collectively herein as "Agreements"); and

WHEREAS, the Agreements provide for automatic renewals of five (5) one (1) years terms; and

WHEREAS, pursuant to Resolution No 2010-04-27 adopted by City Council on April 9, 2010, the City determined to establish and maintain a bidding process for the procurement of municipal services of the highest integrity, transparency and with full participation of the bidding public in an open environment; and

WHEREAS, the City is in the process of conducting a fair and open bidding process for the procurement of municipal services with participation by many vendors, including vendors who are currently providing services to the City; and

WHEREAS, it is anticipated that any subsequent contract for municipal services will have an effective date of July 1, 2011; and

WHEREAS, Section 12.2 of Agreement 1 and Section 11.2 of Agreement 2 provide that notice of termination of the Agreements shall not be effective until the one hundred eightieth (180th) day after receipt thereof by CH2M Hill; and

WHEREAS, in order to comply with the termination provisions of the Agreements, the City must submit notice to CH2M Hill of its intent to terminate the Agreements within the required time period; and

WHEREAS, the attached letter ("Termination Letter") provides notice to CH2M Hill of an effective termination date for the Agreements of June 30, 2011, in compliance with the termination provisions of the Agreements;

RESOLUTION NO. 2010-12-96

NOW THEREFORE, BE IT RESOLVED, that the City Council of Sandy Springs, as its governing authority, by adoption of this resolution, does hereby authorize the following:

1. The Termination Letter is hereby approved in substantially the form attached hereto as Exhibit "A"; and
2. The City Manager is hereby authorized to sign the Termination Letter and to deliver it to CH2M Hill in compliance with the termination provisions of the Agreements and to take such action as shall be deemed necessary to accomplish the purpose of this resolution.

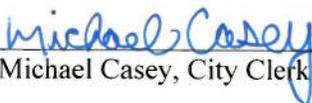
RESOLVED this the 7th day of December, 2010.

Approved:



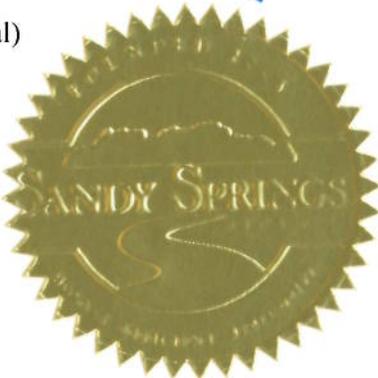
Eva Galambos, Mayor

Attest:



Michael Casey, City Clerk

(Seal)



December ____, 2010

CH2MHill, Inc.
Attn: Mr. Paul Demitt
9193 S. Jamaica Street
Suite 400
Englewood, Colorado 80112

RE: Notice of Termination of Agreement

Dear Mr. Demitt:

Pursuant to action of the City Council of the City of Sandy Springs, Georgia ("City"), the City hereby provides notice of its intent to terminate, effective June 30, 2011, the Agreement by and between the City and CH2MHill, Inc. ("CH2MHill") for the Provision of Administrative, Financial, Community Services, Motor Vehicle, Staffing, and Purchasing, Procurement and Contracting Services, dated January 1, 2006 ("Agreement 1") and the Agreement by and between the City and CH2MHill for Provision of Services for Public Works, Transportation, Streets, Right-Of-Way, Facilities, Parks and Recreation, Capital Improvements, Planning and Zoning, Inspections, Code Enforcement, Permitting, Purchasing, Procurement, and Contracting Services, dated January 1, 2006 ("Agreement 2") (Agreement 1 and Agreement 2 are herein referred to together as "Agreements"). This notice of termination of the Agreements is given pursuant to Section 12.2 of Agreement 1 and Section 11.2 of Agreement 2 and satisfies the provisions of those Sections for notice of not less than one hundred eighty (180) days.

Pursuant to Section 12.4 of Agreement 1 and Section 11.4 of Agreement 2, the City expects CH2MHill to render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In addition, pursuant to Section 14.1 of Agreement 1 and Section 13.1 of Agreement 2, the City expects CH2MHill to cooperate in good faith in order to effectuate a smooth and harmonious transition from CH2MHill to the City or to any other person or entity the City may designate, and to maintain during such period of transition the same quality of services otherwise afforded to the residents of the City pursuant to the terms of the Agreements.

The City intends to retain its right to offer employment to any of CH2MHill's employees pursuant to the provisions of Section 14.2 of Agreement 1 and Section 13.2 of Agreement 2 and to comply with its obligations under such provisions. The City expects CH2MHill to cooperate with the City in effectuating all transition provisions of the

CH2MHill, Inc.
Attn: Mr. Paul Demitt
December __, 2010
Page 2

Agreement including, but not limited to, the assignment of leases (Section 14.4 of Agreement 1 and Section 13.4 of Agreement 2) and equipment appraisal and transfer (Section 35 of Agreement 1 and Section 34 of Agreement 2).

Please contact this office to schedule a meeting to discuss a compliant and effective transition of services.

Sincerely,

John McDonough
City Manager

JFM/
cc: Ms. Cynthia Beyers, Esq.