



**SANDY SPRINGS™**

GEORGIA

**REQUEST FOR QUALIFICATIONS  
RFQ # 17-027  
Municipal Legal Services**

Responses are due:

**January 26, 2017 no later than 2:00 p.m., EST**

and must be delivered to:

7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

in hard copy only; electronic or fax Responses will not be accepted.  
Responses received after the deadline or at any other locations will not  
be accepted.

**Questions may be submitted until 5:00 p.m., December 22, 2016.  
Questions received after this date and time may not be answered.**

Questions must be directed in writing to:

City of Sandy Springs  
Attention: Purchasing Manager  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

via e-mail to:

Nesby Ingram, Purchasing Manager  
[ningram@sandyspringsga.gov](mailto:ningram@sandyspringsga.gov)

**Any Responses from the City to questions received and any  
RFQ addenda will be posted to the City's website at  
[http://www.sandyspringsga.gov/business/doing-business-with-the-  
city/city-procurements](http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements).**

**Please check the website regularly for updates.**

Issue Date: December 7, 2016

**RESPONSE SIGNATURE AND CERTIFICATION**

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response ("Respondent") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Response and certify that I am authorized to sign this Response for Respondent. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Firm Name: \_\_\_\_\_

Authorized Signature for Respondent: \_\_\_\_\_

Print/Type Authorized Signatory's Name: \_\_\_\_\_

Date: \_\_\_\_\_

## RESPONDENT'S CHECKLIST

### Critical Things to Keep in Mind When Responding to an RFQ for the City of Sandy Springs

1. \_\_\_\_\_ Read the *entire* document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; Contract requirements, if any (e.g. bonding and insurance requirements).
2. \_\_\_\_\_ Note the Purchasing Manager's name, address, and e-mail address. This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
3. \_\_\_\_\_ Attend the pre-Response conference, if any. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ will be published on the website noted on the cover page of this RFQ.
5. \_\_\_\_\_ Follow the format required in the RFQ when preparing a Response. Provide point-by-point Responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in Response to the RFQ.
7. \_\_\_\_\_ Use the forms provided with the RFQ, if any.
8. \_\_\_\_\_ Before submitting a Response, check the City's website at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements> to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your Response.
9. \_\_\_\_\_ Review the RFQ again to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating Responses and will be used to rank your submittal.
10. \_\_\_\_\_ Submit your Response on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.

*This checklist is provided for assistance only and should not be submitted with your Response.*

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## **REQUEST FOR QUALIFICATIONS FOR MUNICIPAL LEGAL SERVICES**

### **I. INTRODUCTION**

By the issuance of this Request for Qualifications (“RFQ”), the City of Sandy Springs (“City”) invites interested legal professionals, including firms and individuals, to submit a written response (“Response”) for the position of City Attorney to provide legal services to the City, as more particularly described herein (“Legal Services”), effective July 1, 2017. The City will consider joint ventures and/or team structured responses. As a result of this solicitation, the City anticipates selecting a team consisting of a part-time City Attorney, a part-time Assistant City Attorney, and two (2) staff attorneys.

As City Attorney, the selected responding firm or individual (“Respondent”) will be expected to provide a wide range of Legal Services. The City Attorney will be appointed by the Mayor and confirmed by City Council and will work closely with the City Manager and City staff.

The City is governed by a Mayor and six (6) Council members (“City Council”). City Council members are elected in a non-partisan election, representing each of the City’s six (6) districts. The Mayor and Council appoint a City Manager, who is responsible for oversight and management of the day-to-day affairs of the City.

The City Attorney shall be neutral and impartial and expected to establish, develop and maintain a close and trusted relationship with the Mayor, City Council, City Manager, and City Staff. The Mayor and City Council believe this is critical to the success of the City. City Council typically meets on the first and third Tuesdays of each month at 6:00 pm for regular sessions, with work sessions and executive sessions following these meetings, in the City Council Chambers at City Hall, 7840 Roswell Road, Sandy Springs, Georgia 30350. Due to holidays and other such occurrences, City Council meetings are occasionally changed. Periodically there may also be specially called City Council meetings. The City Attorney or a representative in the office, is expected to attend all City Council meetings.

### **II. BACKGROUND**

Located in Atlanta’s dynamic metro north and less than an hour from the world’s busiest airport, Sandy Springs is the metro area’s second largest City and is the sixth largest City in the State of Georgia. The City balances the best of modern southern living: high-rise towers; riding stables;

world-class medical centers; national river corridor; fortune 500 corporate headquarters international consulates; and neighborhoods that resemble botanical gardens.

In June 2005, residents overwhelmingly voted for incorporation, making Sandy Springs the first new city in Georgia in fifty (50) years. The City utilizes an innovative public-private partnership (“PPP”) model for operations and strives to sustain and further the attractive quality of life enjoyed by its residents. This model provides a flexible and creative approach to anticipate and respond to the needs of the community. Aside from public safety (police and fire) and the City Manager’s executive staff, general municipal services are provided by contractors working collaboratively with the City to provide a high level of services to Sandy Springs residents. This customer-focused mission has resulted in numerous awards and recognitions, including: Ranked 36 as Most Livable Mid-Size City in the U.S. (City Biz); Fourth best City for Early Retirement (Kiplinger); Best Towns for Millennials (Niche Magazine); and Top Ten Safest Places in Georgia (Value Penguin). The success of this PPP model in Sandy Springs continues to attract attention from cities around the U.S. as well as around the globe.

The City’s population was estimated at 105,113 by the 2015 Census. Daytime population swells to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, Intercontinental Exchange (corporate parent of the New York Stock Exchange), and the recent announcement of Mercedes relocation of its corporate headquarters to Sandy Springs. Two (2) of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three (3) MARTA rail stations.

### **III. BASIC AREAS OF LAW REQUESTED**

For the purpose of this RFQ, basic Legal Services shall include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" work including, but not limited to, areas of legislative governmental issues, land use and zoning, personnel, law enforcement, code enforcement, and contract law as well as monitoring the activities of any outside legal counsel representing the City in litigation.

### **IV. SCOPE OF SERVICES**

A. General Legal Services Requested. The City Attorney is expected to perform all general legal representation for the City as required. Compensation for these defined services will be in the form of an established retainer, to be paid on a monthly basis. Such general legal representation includes, but is not limited to:

1. Legislative work associated with City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.
2. Prepare oral or written opinions on legal matters as required by City Council and/or the City Manager.
3. Negotiate and prepare agreements, leases, contracts, or similar documents.

4. Review and comment on contract form(s) between the City and independent contractors.
5. When requested by City Council or by the City Manager, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
6. Provide legal counseling, guidance and opinions to the City Manager and Department Directors regarding the operations of the City; provided, however, except in the event of an emergency problem, all requests made by Department Directors for such legal counseling, guidance and opinions shall be channeled through the City Manager.
7. Participate in meetings and/or telephone conferences with the City Manager and/or City staff as requested by the City Manager, as required.
8. Prepare and/or review ordinances, resolutions, documents and papers that pertain to City matters at the request of City Council or the City Manager.
9. Provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.
10. Maintain legal files and provide to the City Manager copies of all correspondence, and all pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a summary written report on the status of all litigation that the City Attorney is directly handling or is overseeing on behalf of the City. Furthermore, the City Attorney shall notify the Mayor, Council and City Manager within 48-hours of any ante litem notice, any notice of claims, and/or any legal actions which have been initiated against the City.
11. Keep the Mayor, City Council and the City Manager informed of legislation or judicial decisions that have the potential to impact the City.
12. Oversee, in a cost-effective manner, litigation in which the City is represented by the City's insurance carriers.
13. Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties representing the City.
14. With the exception of requests for Legal Services issued by City Council acting as a body, the City Manager shall act as a "gatekeeper" for the City in requesting Legal Services or assistance of the City Attorney, coordinating the flow of work to the City Attorney and establishing the relative priorities to be placed by the City Attorney on each task for which the assistance of the City Attorney is required. No member of the City staff may require the efforts of the City Attorney on behalf of the City unless expressly authorized by the City Manager. Notwithstanding the foregoing the Mayor and any

member of City Council may request Legal Services and opinions of the City Attorney regarding City matters upon approval of City Council.

15. Participate in special projects as authorized by the Mayor, City Council, or City Manager, including, but not limited to, the negotiation for sale of purchase of real estate, including fee ownership and easements and acquisition of interest in real estate through the exercise eminent domain by the City.

16. Attend all regular City Council, Planning Commission, and Board of Appeals meetings, all Special Meetings, work sessions and executive sessions, and any other City meetings as requested by the Mayor, City Council, or the City Manager.

17. Attend all meetings of the City of Sandy Springs Public Facilities Authority and the City of Sandy Springs Development Authority.

18. Attend meetings of any City advisory board or committee when so requested by the City Manager or City Council in order to counsel the members thereof on any legal matter which confronts the board or committee.

B. Legal Services Team Approach. The City Attorney shall provide a team consisting of a part-time City Attorney, a part-time Assistant City Attorney and two (2) full-time Staff Attorneys who shall have competent experience in governmental affairs, in particular municipal government law or shall acquire such knowledge to enable that attorney to attend such functions and attend to such matters as enumerated above when the City Attorney is unavailable or unable to attend same.

C. Other Legal Services. The City Attorney shall provide representation on behalf of the City in the following services. Compensation for these services will be in the form of a billable hourly rate, billed monthly.

1. The City Attorney or Authorized Representative shall be the City's representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this RFQ.

2. The City Attorney or Authorized Representative shall also represent the City in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the City is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by City Council. The City Attorney may also represent the municipality in other pending legal proceedings, not specifically enumerated herein, at the request of the City Council or City Manager.

3. Litigation matters, meaning all actions filed in Superior Court or State Court against the City. The City Attorney or a designated attorney from the City Attorney's office will represent the City in all litigation matters involving the City's elected officials, officers, and personnel acting in the course of City business. Separate billing will begin on litigation matters only after the date of filing of an action. As long as the City, its elected officials, officers and personnel are named as parties to the litigation, the City Attorney is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the City and its officials.

4. Other Experts. The City Attorney may determine in certain cases that it is necessary or desirable to retain the Legal Services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be approved by City Manager and billed separately to the City. The anticipated services and fees for any professional used in this manner will be submitted to the City Manager for review and approval prior to utilization of the professional.

5. Real Estate, Title and Closing Matters.

## V. RFQ INSTRUCTIONS

A. Pre-Response Information and Questions. Each Response received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing Responses, Respondents are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the City. If a Respondent finds a discrepancy, error, or omission in the RFQ package, or requires any written addendum thereto, the Respondent is requested to notify the contact noted on the cover of this RFQ, so that written clarification may be sent to all prospective Respondents. THE CITY IS NOT RESPONSIBLE FOR ANY ORAL SUBMISSIONS OR QUESTIONS.

B. Instructions. All questions must be submitted in writing to the Purchasing Manager named for this procurement before the pre-Response question deadline indicated on the cover of this document. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.

C. RFQ Modifications/Addenda. Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the City. Any and all addenda issued by the City will be posted to the City's website for this solicitation, at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>. All interested parties are instructed to view the listed website regularly for any issued addenda.

It is Respondent's responsibility to obtain the available addenda and acknowledge any issued addenda by submitting a signed cover sheet for each addendum issued along with the Response. If any changes are made to this solicitation document by any party other than the City, the original document in the City's files takes precedence.

D. Response Submission. To be considered, the indicated number of copies of the Response must be prepared in the manner and detail specified in this RFQ.

Responses must be submitted to the City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350, ATTN: Purchasing Manager, by the date and time indicated as the deadline. The City's time stamp will determine the official receipt time. It is each Respondent's responsibility to ensure that its Response is time stamped by the City by the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons.

Responses received after the deadline will not be accepted and will be returned to the Respondent unopened. the Respondent as a responsive and responsible Respondent.

Responses must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFQ title, deadline and Respondent's name, address, phone, fax and contact name.

Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFQ and specifications and terms of the form of contract, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Response.

Responses sent by email, facsimile, or other electronic means will not be considered.

All costs incurred in the preparation and presentation of a Response are the Respondent's sole responsibility; no pre-Response costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the City.

E. Duplicate Responses. No more than one (1) Response from any Respondent will be considered by the City. In the event multiple Responses are submitted in violation of this provision, the City will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

The opening and reading of a Response does not constitute the City's acceptance of Respondent as a responsive and responsible Respondent.

F. Withdrawal. Responses may only be withdrawn by written notice prior to the date and time set for the opening of Responses. No Response may be withdrawn after the deadline for submission.

G. Rejection. The City reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received if it is determined by the City that the best interest of the City will be served by doing so. If all Responses are rejected by the City, notice will be posted on the City's website as noted on the cover page of this document. No Response will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, or other obligation, or if the Respondent is disqualified by the City from consideration for an award, or if Respondent has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.

H. Contract Award. The City reserves the right to award by item, group of items, or total Response. The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the Response, intent to recommend award and actual award to a Respondent will be provided by written notice sent to the Respondent at the address designated in the Response. All Responses must be firm for at least one hundred eighty (180) days from the due date of the Response. After a final selection and award by the City, the Respondent shall execute a contract in substantially the form of the Letter of Engagement ("Contract") attached as Exhibit H.

I. Open Meetings/Records Act (OMRA) Requirements. Responses are subject to public disclosure after the deadline for submission in accordance with Georgia law.

## VI. RESPONSE FORM AND CONTENT

**Response Submittal**. All pages of the Response shall be numbered consecutively. The Response shall not exceed twenty-five (25) pages in length. Resumes and licenses shall not count against this page limit. The Response shall be organized in accordance with the list of Response contents.

Responses shall be as succinct as possible while completely providing all requested information. All Responses shall be printed on single sided 8-1/2" X 11" in size or folded to such a size. Font shall be 11 point or larger.

All Responses must be in writing delivered to:

City of Sandy Springs  
Purchasing Office  
7840 Roswell Road Building 500  
Sandy Springs, GA 30350

All Responses must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

**“RFQ #17-027– Municipal Legal Services”**

The name and address of the Respondent must also clearly be marked on the outside of the package.

Include one (1) original Response clearly marked “Original”, five (5) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive.

**Important** – Include the cost proposal in a separate sealed envelope identified as Cost Proposal RFQ# 17-027 Municipal Legal Services. **Do NOT include the cost proposal in the same envelope with the Qualifications/Responses.** Although pricing is important, pricing will not be a determining factor to select the best qualified Respondent, please provide your cost proposal in a separate sealed envelope. The selected best qualified Respondent price/cost proposal shall be negotiated to meet budget constraints and industry standards.

Submittals are due no later than **2:00 p.m., January 26, 2017**. Submissions received after this date and time or at any other location cannot be accepted or considered.

The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Respondent to submit its Response before the deadline.

Electronic and facsimile submittals will not be accepted.

A. Response Form and Content. Respondents shall address the scope of Legal Services described in Section IV. All items must fall within the maximum page count. Responses and cost schedule shall become part of the firm's Contract with the City.

B. Letter of Transmittal. Respondents shall include a cover letter signed by a duly authorized representative of Respondent. The cover letter must include the name, address, telephone number and e-mail address of the Respondent submitting the Response. In addition, the name, title, address, telephone number, fax number and e-mail address of the person or persons to contact whom are authorized to represent the Respondent and to whom correspondence should be directed should also be included. Additionally, the cover letter must include the following table containing the requested summary information:

Name of proposed City Attorney	
Office Address for proposed City Attorney	
Name of proposed Assistant City Attorney	
Names of proposed Staff Attorneys (2)	
Areas of expertise within your proposed team	
References (name, municipality, phone, e-mail)	

C. Table of Contents. Include a clear identification of the submitted material by section and by page number.

D. Executive Summary. Introduce the Response and summarize the key provisions of the Response. Provide a statement describing why Respondent is qualified to perform this work, the name of the individuals proposed to serve as City Attorney, Assistant City Attorney, and staff attorneys.

E. Statement of Understanding. Include a detailed statement of understanding of the Legal Services to be provided. If there are services listed in this RFQ that the Respondent will not be able to provide, describe those services in this section.

F. Approach to Legal Services. Provide a Response to each of the following items:

1. Describe your view of the role of the City Attorney.
2. Describe how you will keep the City informed about the status of litigation and other legal matters.
3. Provide an example of a written communication (not to exceed five (5) pages) to the City Council about a legal issue, in which options are explained and a recommendation is given.

4. Describe how you track and manage legal costs so that City legal costs are held to a minimum. Please provide an example.
5. Describe how you would proactively advise City Council about legal developments or issues of concern, without being asked. Describe how, as the City Attorney, you would work with the City Manager and City staff.
6. Describe how, as the City Attorney, you would work with the Mayor and City Council, and participate in meetings of City Council, City Agencies, and other meetings. Would you describe your style of participation in such meetings as proactive or reactive?
7. How much in excess of the retainer would you expect the City to spend engaging the services of your firm for litigation, special expertise, or other services?
8. Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, and word processing charges.
9. How do you evaluate the costs/benefits of litigating or settling cases?
10. How would you evaluate whether to use an attorney within your law firm or an attorney from another firm to handle a case, provide expert advice, or provide other needed services?
11. How will fees enter into your judgment of who to use in your role as City Attorney representing the interests of the City?
12. Describe the Respondent's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.

G. Background and Capacity. Provide a Response to each of the following items:

1. Describe your or your firm's background and history. Include the number of years in business.
2. Provide your or your firm's office location(s).
3. Describe why you or your firm is interested in performing the Legal Services.
4. Describe your proposed legal team's municipal legal services training and experience and qualifications to perform the Legal Services required by this RFQ.
5. Describe your plan for staffing legal services on-site, including the proposed number of hours per team member.
6. Describe the types of communications devices that would be used in communicating with the City from offices outside City Hall (e.g., email, telephone, cell phones, voice mail, conference call numbers, websites, etc.)
7. Describe staff services available at offices outside City Hall (clerical support, paralegals, other non-attorney staff).

8. Describe awards, honors or public recognition of you, your firm, or both, concerning the provision of legal services.

H. Proposed Attorney(s). Name the person(s) whom you propose to designate as City Attorney, Assistant City Attorney, two Staff Attorneys and any other proposed support members and include the following information:

1. Certificates or licenses, including the date of admission to the State Bar of Georgia;
2. Educational institution conferring law degree and year of degree;
3. Professional background and professional associations;
4. Experience with and knowledge of the law relating to areas of general municipal law;
5. Expertise and training.

I. References. Provide reference contact information for municipal clients for which services have been provided by Respondent or members of the Response team in the last three (3) years, the time period within which such services were provided, and the approximate duration for providing those services. (This information will be used in conducting reference checks). Please include the contact person's name, title, agency, phone number and email address.

J. Additional Information. Any other information Respondent feels applicable to the evaluation of the Response or of its qualifications for accomplishing the Legal Services should be included in this section. Respondent may use this section to address those aspects of its services that distinguish it from other providers of Legal Services.

K. Cost Response. **Do NOT include the cost proposal in the same envelope with the Qualifications/Responses.** It is anticipated that the City will expect the selected Respondent to provide a system wherein General Legal Services are provided under a fixed monthly retainer and any Additional Legal Services, as described herein, are billed at pre-negotiated hourly rates.

The selected City Attorney will be required to provide Legal Services under a monthly retainer fee format for regular City Council meetings, special City Council meetings, weekly staff meetings, office hours on site at the City, communications with the City and Legal Services provided under the retainer. Routine travel expenses would be the responsibility of the Respondent selected as City Attorney.

1. Please state the monthly retainer fee for the designated general legal services.
2. Please state the hourly rates for the designated City Attorney and other staff attorneys to be utilized for specialized Legal Services.
3. The City is requesting that the selected Firm/Attorney start on May 1, 2017 to transition with the retiring City Attorney. The transition period shall be from May 1 through June 30, 2017. Please provide your fee/cost schedule for the transition period.

L. Contract Term. The Contract shall be on a year to year basis to coincide with the City's fiscal year, however the contracting Respondent may be discharged with or without cause at any time.

## **VII. REVIEW AND EVALUATION PROCESS**

The City will establish a committee of individuals ("Evaluation Committee") to read, review and evaluate each Response received, and to perform the initial screening of resumes. The Evaluation Committee will be knowledgeable in the areas of municipal government and Legal Services. The Evaluation Committee shall recommend qualified candidates to the Mayor for further consideration with the intent to select the Respondent that represents the best combination of experience, capacity, and cost to meet the needs of the City.

The following information will be taken into consideration during the evaluation process:

- A. Qualifications and information contained in the Response;
- B. Complete and clear answers in the Response;
- C. Familiarity with laws and regulations governing municipal governments;
- D. Demonstrated expertise and experience in municipal law;
- E. Range of services offered and available support staff;
- F. Demonstration of workload capacity commensurate with the level of service required by the City;
- G. Professional reputation for providing high-quality services, ability to work cooperatively with City Council, City Manager, and department heads;
- H. Demonstration of sound judgment, integrity, and reliability as determined by the references provided;
- I. Cost of providing services as per the submitted retainer or hourly rate schedule. Please note that while proposed fees are a significant factor in determining the successful Respondent, they are balanced against criteria specified in this section.

The City reserves the right to seek clarification of each Response submitted. The City also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

## VIII. SCHEDULE OF EVENTS

EVENT	DATE
Issue Date	December 7, 2016
Advertisement	December 7 and December 14, 2016
Deadline for Questions	December 22, 2016
Publication of Questions and Answers	January 12, 2017
Qualifications/ Responses Due	January 26, 2017
Evaluations	February 6 – February 17, 2017
Interviews	February 20 – March 3, 2017

## IX. ADDITIONAL TERMS AND CONDITIONS

All Responses and supporting materials as well as correspondence relating to this RFQ become property of the City when received. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply:

A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the respondents throughout and incorporated herein.

B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

C. No Response shall be accepted from, and no Contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

D. The City shall be able to request of the Respondents satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFQ.

E. The City reserves the right to independently contract with one or more legal professionals to be substituted as the team supporting the City Attorney. It is intended, however, that these professionals will work under the direction of the City Attorney. In the event the City determines to substitute legal professionals, the Contract will be revised by the parties to so reflect.

F. From the date this RFQ is issued until a City Attorney is selected, Respondents are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Nesby Ingram, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Respondent from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager: Nesby Ingram  
Address: 7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
E-mail Address: [ningram@sandyspringsga.gov](mailto:ningram@sandyspringsga.gov)

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFQ in no way constitutes a commitment by the City to designate a City Attorney or to

award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued in writing to Respondents. If the RFQ is cancelled, the City will not reimburse any Respondent for the preparation of its Response. Responses may be returned upon request if unopened;
2. Reject any or all Responses, make an award based directly on the Responses received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Respondents;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any Contract if the City determines adequate funds are not available.

#### **X. LETTER OF ENGAGEMENT INFORMATION**

A sample of the Letter of Engagement (“Contract”) the City intends to execute with the selected Respondent is included in this RFQ as Exhibit H. Respondents are urged to read this sample Contract carefully prior to submitting a Response.

In general, the City is unable to negotiate or revise Contract provisions (except in the event of a substitution of legal professionals as contemplated in Section IX (E)). If a Respondent believes certain Contract provisions are out of date, not applicable or place an undue burden or cost on the Respondent or the City, the Respondent shall address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate Response. If the City determines a change is warranted; an addendum will be posted to this RFQ. If a firm is unwilling to execute the Contract, whether modified by addendum or not, a Response should not be submitted.

The City may deem any Response containing Contract changes or exceptions non-responsive and reject the Response.

This RFQ document, together with its addenda, amendments, attachments, modifications, Respondent’s Response, including any amendments, a “best and final offer,” and any clarification question Responses, when executed, becomes part of the Contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFQ. Questions received after this date and time may not be answered.

Prior to award, the apparent selected Respondent may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Response may be rejected and discussions initiated with the second highest scoring Respondent.

The selected Respondent shall not begin performance of services requested by this RFQ prior to the execution of a formal written Contract (based on the form of Letter of Engagement, attached as Exhibit H) by the City and the Respondent. Any Respondent beginning performance prior to the execution of a Contract shall be deemed to be proceeding at Respondent's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award. The City may, by written notice to the selected Respondent, terminate any resulting Contract without cause. The City must give notice of termination to the selected Respondent at least thirty (30) days prior to the effective date of termination.

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the company named as Respondent in the foregoing Response; that \_\_\_\_\_, who signed said Response in behalf of the Respondent, was then (title) \_\_\_\_\_ of said company; that said Response was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Firm Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SANDY SPRINGS™**  
GEORGIA

**EXHIBITS**

- EXHIBIT A** Fee Schedule
- EXHIBIT B** Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT C** Certification of Sponsor Drug-Free Workplace
- EXHIBIT D** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT E** Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- EXHIBIT F** Insurance Requirements
- EXHIBIT G** Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964
- EXHIBIT H** Form of Letter of Engagement (“Contract”)

**EXHIBIT A  
FEE SCHEDULE**

(To be inserted here from awarded Respondent)

**EXHIBIT B**  
**CERTIFICATION OF CONTRACTOR**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract if the Contractor has 500 or more employees.

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C  
CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_ and I further certify that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and

2. A drug-free workplace will be provided for Contractor’s employees during the performance of the Contract; and

3. Each subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and

4. The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

CONTRACTOR

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D  
AFFIDAVIT VERIFYING STATUS  
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Sandy Springs license/permit and/or contract for

\_\_\_\_\_  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

**EXHIBIT E**  
**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **EXHIBIT F INSURANCE REQUIREMENTS**

Respondent shall within ten (10) days of Notice of Award, and at all times that this Agreement is in force, and for three (3) years thereafter, at its sole cost and expense procure insurance as will fully protect it and City and City's boards, officials, directors, officers, employees, agents and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for Respondent's professional liability (errors and omissions), whether services and work are performed by the Respondent, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that Respondent must maintain. If the Respondent maintains higher limits than the minimums shown below or broader coverage, City requires and shall be entitled to coverage for the higher limits and broader coverage maintained by Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor Respondent shall procure obtain, and maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating of at least A: 10-6 or higher and is acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Professional (Errors and Omissions) Insurance- For Professional Services with limits of liability of not less than \$2,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Agreement. The policy shall be amended to include

independent contractors providing professional services on behalf of or at the direction of the Respondent. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured.

6. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$100,000.

If the Respondent receives notice of cancellation, non-renewal or material adverse change of any of the required coverages, the Respondent shall promptly advise the City in writing. Failure of the Respondent to promptly notify the City of cancellation, non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Respondent should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Umbrella and Automobile Liability insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

The obligations for the Respondent to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Respondent whether or not same is covered by insurance.

A Certificate of Insurance and amendatory endorsements showing that such coverage is in force shall be filed under this Agreement by the Respondent to the City. However, failure to obtain the required documents prior to the work beginning shall not waive Respondent's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements at any time.

Certificate Holder should read:

The City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

**EXHIBIT G**  
**NOTICE TO CONTRACTORS**  
**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the Contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT H**  
**SAMPLE FORM OF LETTER OF ENGAGEMENT (“CONTRACT”)**

**THIS LETTER OF ENGAGEMENT** (the "Agreement") represents the understanding between the City Council of the City of Sandy Springs (the "City") and \_\_\_\_\_ serving as City Attorney for the City of Sandy Springs (the "City Attorney") regarding the services to be provided by the City Attorney and their compensation for time and expenses related thereto.

**A. Legal Services Retainer**

General legal services will be provided to the City by the City Attorney (or designated attorneys from their office or teaming arrangement) for a retainer of \$\_\_\_\_\_ per month. The Agreement is reviewable on an annual basis to be approved by the Mayor and City Council.

**B. Relationship between the City Attorney, Assistant City Attorney, and Staff Attorneys**

The City Attorney is the lead attorney for the City and the Assistant City Attorney shall take direction from and be under the supervision of the City Attorney. Monthly billable hours shall be kept by the City Attorney and the Assistant City Attorney and designated attorneys from the City Attorney's/Assistant City Attorney's office during the year and submitted monthly to the City Manager. The City Attorney shall review with the City Manager at his request services and billings as to all attorneys providing legal services to the City. The City agrees to provide appropriate office space for the City Attorney, Assistant City Attorney and Staff Attorneys to perform the legal services required by this Agreement.

**C. General Legal Services Included in City Attorney's Retainer**

General legal services that are included in the City Attorney's Retainer are:

1. Legislative work associated with City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.
2. Prepare oral or written opinions on legal matters as required by City Council and/or the City Manager.
3. Negotiate and prepare agreements, leases, contracts, or similar documents.
4. Review and comment on contract form(s) between the City and independent contractors.
5. When requested by City Council or by the City Manager, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
6. Provide legal counseling, guidance and opinions to the City Manager and Department Directors regarding the operations of the City; provided, however, except in the event of an emergency problem, all requests made by Department Directors for such legal counseling, guidance and opinions shall be channeled through the City Manager.

7. Participate in meetings and/or telephone conferences with the City Manager and/or City staff as requested by the City Manager, as required.

8. Prepare and/or review ordinances, resolutions, documents and papers that pertain to City matters at the request of City Council or the City Manager.

9. Provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.

10. Maintain legal files and provide to the City Manager copies of all correspondence, and all pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a summary written report on the status of all litigation that the City Attorney is directly handling or is overseeing on behalf of the City. Furthermore, the City Attorney shall notify the Mayor, Council and City Manager within 48-hours of any ante litem notice, any notice of claims, and/or any legal actions which have been initiated against the City.

11. Keep the Mayor, City Council and the City Manager informed of legislation or judicial decisions that have the potential to impact the City.

12. Oversee, in a cost-effective manner, litigation in which the City is represented by the City's insurance carriers.

13. Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties representing the City.

14. With the exception of requests for Legal Services issued by City Council acting as a body, the City Manager shall act as a "gatekeeper" for the City in requesting Legal Services or assistance of the City Attorney, coordinating the flow of work to the City Attorney and establishing the relative priorities to be placed by the City Attorney on each task for which the assistance of the City Attorney is required. No member of the City staff may require the efforts of the City Attorney on behalf of the City unless expressly authorized by the City Manager. Notwithstanding the foregoing the Mayor and any member of City Council may request Legal Services and opinions of the City Attorney regarding City matters upon approval of City Council.

15. Participate in special projects as authorized by the Mayor, City Council, or City Manager, including, but not limited to the negotiation for sale of purchase of real estate, including fee ownership and easements and acquisition of interest in real estate through the exercise eminent domain by the City.

16. Attend all regular City Council, Planning Commission, and Board of Appeals meetings, all Special Meetings, work sessions and executive sessions, and any other City meetings as requested by the Mayor, City Council, or the City Manager.

17. Attend all meetings of the City of Sandy Springs Public Facilities Authority and the City of Sandy Springs Development Authority.

18. Attend meetings of any City advisory board or committee when so requested by the City Manager or City Council in order to counsel the members thereof on any legal matter which confronts the board or committee.

19. The first \$500.00 of reimbursable expenses shall be included in the retainer as set forth in this Agreement and detailed below.

**D. Staffing Arrangement**

Offices at City Hall will be provided for the use of the part-time City Attorney, part-time Assistant City Attorney and two (2) full-time Staff Attorneys. The City Attorney's office shall be staffed five (5) days a week, eight (8) hours a day, or as directed by the City Manager. In addition to general office furniture, the City shall provide a desktop computer and a printer in the offices for the performance of duties pursuant to this Agreement.

The City acknowledges that the City Attorney and the Assistant City Attorney may be engaged in the private practice of law for compensation in addition to their legal work for the City. The City Attorney and the Assistant City Attorney will comply with the state bar standards governing the professional conduct of lawyers and will not represent a client in private practice if doing so would constitute a concurrent conflict of interest or would impair in any way the attorney's ability to represent the City and the City's interests.

**E. Other Legal Services Not Included in City Attorney's Retainer**

1. Litigation Matters: The City Attorney/Assistant City Attorney or a designated attorney from their office will represent the City in all litigation matters involving the City's elected officials, officers and personnel acting in the course of City business on an hourly basis at the rate of \$\_\_\_\_\_ per hour. (May propose different rates to reflect level of experience and expertise.)

"Litigation matters" means all actions filed in Superior Court or State Court against the City. Separate billing will begin on litigation matters only after the date of filing of an action against the City. These litigation matters differ from those actions in which the City may be defended solely by its insurer. As long as the City, its elected officials, officers and personnel are named as parties to the litigation, the City Attorney is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the City and its officials.

2. Acquisition of Real Property: The City Attorney or a designated attorney from the City Attorney's office will represent the City in the negotiations and acquisition of real property on an hourly basis at the rate of \$\_\_\_\_\_ per hour. This will not include dedications of right of way and easements on behalf of the City, or proceedings for acquisition of property through condemnation as previously described herein.

3. Other Experts: The City Attorney may determine in certain cases that it is necessary or desirable to retain the legal services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be in addition to the City Attorney's Retainer. The anticipated services and fees for any professional used in this manner will be submitted to the City Manager for review and approval prior to the utilization of the professional.

**F. Actual Expenses Incurred for City Business**

Actual expenses in excess of \$500.00 per month incurred by the City Attorney or his staff in the execution of the City Attorney's duties under this Agreement will be in addition to the City Attorney's Retainer. Such expenses include, but are not limited to, the following:

1. Filing fees and other court costs;
2. Service fees;
3. Messenger service fees;
4. Postage fees incurred in connection with matters that are not included in the City Attorney's Retainer;
5. Deposition costs;
6. Photocopying costs incurred in connection with matters that are not included in the City Attorney's Retainer;
7. Facsimile costs;
8. Title examination costs;
9. Research/informational service fees (to the extent used for City business); and
10. Expenses for travel outside the metropolitan Atlanta area.

**G. Resolution of Disagreement as to Terms**

In the event there is disagreement between the City Manager and the City Attorney as to whether certain services are covered under the City Attorney's Retainer, the City Manager shall notify the City Attorney immediately for discussion and resolution. If the matter is not resolved by the City Manager and the City Attorney, the matter will be forwarded to City Council for a final determination.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF SANDY SPRINGS, GEORGIA**

\_\_\_\_\_  
Russell K. Paul, Mayor

**CITY ATTORNEY**

\_\_\_\_\_