



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: June 8, 2010

FROM: John McDonough, City Manager

AGENDA ITEM: Amendment to Services Agreement between City of Sandy Springs and CH2M HILL, Inc.

MEETING DATE: For Submission onto the June 15, 2010, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Amendment to Services Agreement

APPROVAL BY CITY MANAGER: JFM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 6/15/2010

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:

AMENDMENT TO
AGREEMENT BY AND BETWEEN SANDY SPRINGS, GEORGIA
AND CH2M HILL, INC.
FOR THE PROVISION OF
ADMINISTRATIVE, FINANCIAL, COMMUNITY SERVICES, MOTOR VEHICLE,
STAFFING, AND PURCHASING, PROCUREMENT AND CONTRACTING SERVICES

AND

AMENDMENT TO
AGREEMENT BY AND BETWEEN SANDY SPRINGS, GEORGIA AND
CH2M HILL, INC.
FOR THE PROVISION OF
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

THIS AMENDMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a Georgia municipal corporation (the "City") and **CH2M HILL, Inc.**, a Florida Corporation (the "Corporation"). The City and the Corporation may be collectively referred to as the "Parties" and each individually as a "Party"; and

WHEREAS, the City and the Corporation entered into two certain agreements for the Corporation to provide services to the City, to wit: Agreement by and Between Sandy Springs, Georgia and CH2M HILL, Inc. for the Provision of Administrative, Financial, Community Services, Motor Vehicle, Staffing, and Purchasing, Procurement and Contracting Services, dated January 1, 2006 (the "Administrative Agreement") and Agreement by and Between Sandy Springs, Georgia and CH2M HILL, Inc. for the Provision of 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 (the "Public Works Agreement") (collectively the "Agreements"); and

WHEREAS, during the course of the terms of the Agreements, the Parties have executed certain change orders and otherwise adopted certain contract revisions which have modified the scopes of services of the Agreements; and

WHEREAS, the Parties now desire to amend certain provisions of the Agreements as described below; and

WHEREAS, the certain circumstances require the Parties to revise the respective staffing levels in the Administrative Agreement and in the Public Works Agreement; and

WHEREAS, the Parties desire to memorialize the Baseline Compensation Amount for agreement fiscal year 2009-2010;

WHEREAS, the Parties desire to set the Baseline Compensation Amount for agreement fiscal year 2010- 2011.

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

1. Effective July 1, 2009 through March 15, 2010, the combined annual Baseline Compensation Amount for the Agreements was Twenty Six Million One Hundred Thousand Dollars (\$26,100,000.00). Effective March 16, 2010 through June 30, 2010 the combined annual Baseline Compensation amount was reduced to Twenty Five Million Nine Hundred Eighty One Thousand Two Hundred Ninety Six Dollars (\$25,981,296.00). The reduction in the Baseline Compensation Amount represented the transfer of responsibility to the City for providing cell phones and mobile devices.

2. The Parties have previously agreed that Corporation shall not be required to provide Human Resources as stated in Section 1.2.11.1 of the Scope of Services under the Administrative Agreement and this section is hereby removed from the Administrative Agreement. The effective date of the deletion of this service was April, 2009.

3. The Parties have previously agreed to delete the provision of grant services as listed in Section 1.1.1.7 in the Administrative Agreement and Section 2.1.1.1 in the Public Works Agreement. Grant services provided by the Corporation have been transitioned to the community development section of the Public Works Agreement and a partial FTE is allocated to provide these such services as required to support the community development block grants program.

4. Compensation Amount for contract fiscal year 2010-2011.

Effective July 1, 2010, the Parties agree that the combined annual Baseline Compensation Amount under the Agreements shall be Twenty-Four Million One Hundred Eighty Six Thousand, Two Hundred Eighty-Five Dollars (\$24,186,285.00).

The Baseline Compensation Amount shall be billed over the next twelve (12) months, beginning July 1, 2010. City shall be invoiced in equal monthly installments and due on the 15th of the month of services rendered and invoiced. By way of example, City will be sent an invoice on June 15, 2010 for July 2010 services and the payment will be due by July 15, 2010 and the invoice shall be paid electronically. Payments shall be remitted to: Wells Fargo Bank, 1700 Lincoln Street, Denver, CO 80203, ABA Number 121000248, Beneficiary Name: CH2M HILL, Inc. and Beneficiary Account: 4159585769.

The 2010-2011 Baseline Compensation Amount represents the agreed upon reduction in Full Time Equivalents ("FTE") positions as set forth in Paragraph 5 hereof.

5. The Administrative Agreement and the Public Works Agreement incorporated a certain number of Full Time Equivalents ("FTE") employee positions; however such list was not comprehensive. Subsequently, the Parties agreed upon further refinements of the number of FTE employee positions. The revised Baseline Compensation Amount set forth herein represents an agreed upon reduction in FTE positions along with modifications to certain services in the Administrative Agreement and the Public Works Agreement for the 2010-2011 fiscal year as set forth herein. Attached to this Amendment is a current position allocation chart, **Exhibit A** which shall govern the number of FTEs to provide services under the Administrative Agreement and the Public Works Agreement. **Exhibit A** shall supercede any

references to specific numbers listed in the scope in either the Administrative Agreement or the Public Works Agreement or any subsequent revisions thereto.

6. The Parties understand that one or more of the positions in **Exhibit A** are shared services positions as designated thereon. These FTEs may be located in the City office, the Corporation's offices, or other locations or a combination thereof, provided however, any relocation of a shared service position which is currently located in the City office shall be subject to the approval of the City Manager, and so long as the proposed relocation does not diminish or significantly impact the delivery of services pursuant to the Agreements, then approval shall not be unreasonably withheld.

7. Corporation shall continue the Performance Metrics Program for the City, utilizing a .62 FTE.

8. Section 1.1.7 of the Administrative Agreement is hereby deleted in its entirety and replaced as follows:

1.1.7 Records Management

1.1.7.1 Under the direction of the City Clerk, Corporation will facilitate creating, saving, and archiving documents in various formats including but not limited to Microsoft Office Applications and Adobe PDF. These processes and procedures will be transitioned to a commercially available Document Management System that is leading industry technology at the time of installation.

1.1.7.2 Under the direction of the City Clerk, Corporation will facilitate collaboration and document security by allowing the users to search for documents by profile information, content, person who created the document, or last person to edit the document. Users may modify a previously created document for their use if they leave the original document unmodified.

1.1.7.3 Provide five (5) Document Scanning Stations in City Hall so that paper documents such as signed contracts, ordinances, resolutions, and other important City documents may be imported into the Document Management System using a Document Scanning Station. Documents will be scanned as 8 ½" x 11" (letter), 8 ½" x 14" (legal), 11" x 17", and large format for scanning and copying plats of 24" x 36". Only one (1) of the Document Scanning Stations in the City Hall will need to be capable of large format for scanning and copying plats of 24" x 36".

1.1.7.4 Under the direction of the City Clerk, protect the completeness of public records in accordance with the requirements of State law and City Policies by storing backups of electronic files off site on a server and hard copy documents at City Hall.

1.1.7.5 Under the direction of the City Clerk, promote the sharing of information and collaborative work between City staff by using the Document Management System, which will allow City staff to access records in an electronic format.

1.1.7.6 Under the direction of the City Clerk, provide an application server that will store and manage required data.

1.1.7.7 Under the direction of the City Clerk, provide and maintain access to data to other City contract providers as necessary.

1.1.7.8 Under the direction of the City Clerk, for public records, design storage strategies and systems that are leading industry technology at the time of installation. Under the direction of the City Clerk, implement and coordinate the transfer of data, records, or other materials from Fulton County, Georgia, as necessary for the operation of the City.

9. City anticipates that it will provide and implement E-Citation software by January 1, 2011. Should the City fail to provide the E-Citation software by January 1, 2011, if requested by the City, the Corporation shall provide a Financial Analyst position to the Municipal Courts for additional compensation in an amount agreed to by the parties.

10. Section 1.1.4 of the Public Works Agreement is hereby revised to provide that Corporation shall no longer provide any Geographic Information System services for the City's Police Department. Corporation will provide coordination with the City Police Department for IT systems and applications that operate between the Parties.

11. Corporation shall no longer provide IT services to the City Police Department as described in Request for Additional Services Revision to Contract, Revision No. 353795-07192007, dated July 19, 2007. Any equipment or services provided to the Police Department in addition to the items listed on the referenced change order will no longer be provided. Corporation will provide coordination with the City Police Department for IT systems and applications that operate between the Parties.

All other terms and conditions of the Administrative Agreement and the Public Works Agreement shall remain in effect unless modified by change orders.

THIS AMENDMENT TO ADMINISTRATIVE AGREEMENT AND THE PUBLIC WORKS AGREEMENT is executed and made effective this ____ day of _____, 2010.

CH2M HILL, Inc., a Florida corporation

By:

DATE

ATTEST

DATE

CITY OF SANDY SPRINGS, GEORGIA

By:

DATE

Mayor

By:
City Manager

DATE

By:
City Clerk

DATE

Approved as to form

By:
City Attorney

DATE

EXHIBIT A