



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, DECEMBER 18, 2017 – 6:00PM
CITY HALL**

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: George Holt; Jim Windham; David Eady; Mike Ready; Sarah Davis, and Melvin Baker.

OTHERS PRESENT: Matt Pepper, Assistant City Manager; Dave Harvey, Chief; Luran Willis, City Clerk; Jody Reid, Utility Superintendent; Hoyt Oliver, Kendra Mayfield, James Johnson, Teresa Welch, Judy Greer, Peggy Madden, Cheryl Ready, Jeff Wearing, Mike Besaw.

Agenda – Attachment A

The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor

Mayors Announcements:

Mayor Roseberry said the January regular session will be moved to January 8th and the work session will be moved to January 22, 2018 due to the holidays.

East Georgia Correctional Services

City Clerk Luran Willis said our 5 year contract with East Georgia Correctional Services is up for renewal. This company handles our probation cases for the Municipal Court at no cost to the city. There was no objections in renewing the contract for another 5 years.

Attachment B

Pierce Street Corridor Re-design

Kendra Mayfield with Oxford College presented a diagram of the proposed Pierce Street Corridor re-design depicting the proposed parking area on Pierce Street and removing the formerly proposed roundabout. After discussion Council requested a schematic showing the Monument area for more review. Kendra will bring a new schematic to the January 8, 2018 meeting for review. Attachment C

Asbury Street Parking

Kendra Mayfield also presented a re-design of the parking behind Allen Memorial Church on the Asbury Street side depicting 8 parking spaces behind the church and 15 spaces on the opposite side to extend up to the George Street park area. Eady said he would still like to entertain the idea of a survey to re-aligning Asbury Street to have it on a straight angle from Pierce to Clark. He said this would increase the possibility of additional parking and green space. Roseberry said that this may be something we can do in the future. Windham requested a revised sketch which shows only the parking area in discussion on Asbury Street and not to include the areas which council has already reviewed and turned down on the Whatcoat Street side. Kendra said they

can produce a new sketch depicting only that area. Roseberry said this will be on the January meeting for a vote. Attachment D

Police Department

Councilmember Holt said that he along with Matt and Chief Harvey have been reviewing the possibility of reducing the department to 3 officers. Holt said it has been unclear of what the actual focus or direction council wants to take. He said we need to determine how we want to structure it, if we want to go with 3 officers with more pay or if we want to stay with 4 officers and if so we need to research the pay to be competitive. Mayor Roseberry said we have money in 2017 SPLOST that will cover any new police vehicles and equipment for the next 5 years. Eady asked Chief Harvey to check with the College Campus regarding a memorandum of understanding of what they can be willing to assist with within the legal guidelines of enforcement. Holt said they will continue their research and bring back to council more information at the next meeting.

Code Enforcement Contractor

Assistant City Manager Matt Pepper presented to council a revised RFP which includes a statement of qualifications. After review and discussion all members were in favor of moving forward with the RFP. Attachment E Draft

Intergovernmental Agreement between the DDA and City Council

Assistant City Manager Matt Pepper said the DDA has asked that Sections 4, 5, and 6 of the IGA be revised before Council officially adopts the agreement. They requested a diagram that shows the full extent of the transfer of land. Mayor Roseberry said we need to add a clause that states that once they sell a property the funds come back to the City. Attorney Strickland said the IGA should describe each project. He suggested either doing a global design or doing a piece by piece. After further discussion Roseberry asked Attorney Strickland to meet with Frank Turner to work out the details. Windham requested they make the DDA aware and to consider a request from Mike Besaw to buy a portion of property for a driveway. Attachment F Draft

DDA Funding Request

Assistant City Manager Matt Pepper said at their last meeting, the DDA made a motion to request that Council increase their budget allocation from \$30,000 to \$50,000 to cover the total costs of preparing E. Clark Street for future development. After discussion all members were in agreement to raise the funds to the \$50,000.

Latham Home Sanitation, Inc. Contract

Councilmember Holt requested that council continue discussions on the city's current sanitation contract with Latham Home Sanitation prior to placing bids. After discussion it was agreed that Holt will talk with Latham regarding our current contract and bring back to council in January. Attachment G

Adjourn

The regular session was adjourned at 7:00 PM.

Executive Session

Motion by Ready, seconded by Eady to go into Executive at 7:03 pm. Motion passed 7/0.

New Business:

Council discussed Personnel matters.

Motion by Ready, seconded by Eady to leave Executive Session at 7:10 pm. Motion passed 7/0.

There being no further business.

Motion by Eady, seconded by Davis to adjourn at 7:10 pm. Motion passed 7/0.

Respectfully Submitted;



Lauran Willis, CMC/FOA

City Clerk

**OXFORD MAYOR AND COUNCIL
WORK SESSION
MONDAY, DECEMBER 18, 2017 – 6:00 P.M.
CITY HALL
A G E N D A**

1. **Mayor's Announcements**
2. * **East Georgia Correctional Services** – We will discuss the renewal of a five year (5) contract with East Georgia Correctional Services to provide probation services for the Municipal Court.
3. * **Pierce Street Corridor Re-design** – The Planning Commission recommends supporting Oxford College's proposed re-design of Pierce Street. Kendra Mayfield will discuss with City Council in detail the proposed street improvements.
4. * **Asbury Street Parking** – City Council will revisit Oxford College's proposed plan to construct parking behind Allen Memorial and on Asbury Street.
5. **Police Department** – We will continue our discussion on some potential departmental changes within the police department.
6. * **Code Enforcement Contractor** – We will continue our discussion on contracting out the city's code enforcement services. We have attached the revised Request for Proposal which includes a Statement of Qualifications section.
7. * **Intergovernmental Agreement between the DDA and City Council** – The DDA asks that Sections 4, 5, and 6 of the IGA be revised before Council officially adopts the agreement.
8. **DDA Funding Request** – At their last meeting, the DDA made a motion to request that Council increase their budget allocation from \$30,000 to \$50,000 to cover the total costs of preparing E. Clark Street for future development.
9. * **Latham Home Sanitation, Inc. Contract** – Councilmember Holt has requested that Council continue discussions on the city's current sanitation contract with Latham Home Sanitation, Inc. prior to placing bids for sanitation services.
10. **Executive Session** – Personnel matters.

*Attachments

**COMMUNITY CORRECTIONAL SERVICES AGREEMENT
BETWEEN
EAST GEORGIA CORRECTIONAL SERVICES, LLC
AND
THE MUNICIPAL COURT OF OXFORD, GEORGIA**

This AGREEMENT ("Agreement") is made this _____ day of _____, 2017, by and between East Georgia Correctional Services, LLC ("East Georgia"), a limited liability company existing under the laws of the State of Georgia and with its principal place of business at 2108 Main Street, Probation, Georgia 30014 and the Municipal Court of the City of Oxford, Georgia ("Court") with its principal place of business for the purposes of this Agreement at 110 West Clark Street– Oxford , Georgia 30054.

WHEREAS, the Court has determined that a present need exists for certain community correctional services for misdemeanor probationers, hereinafter referred to as the "Services"; and

WHEREAS, the Court is authorized to enter into this Agreement by the laws and regulations to which the Court is subject; and

WHEREAS, the Court and East Georgia agree that the terms and conditions of this Agreement apply to the Services purchased hereunder; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **INTRODUCTION.** The purpose of this Agreement is to set forth the Agreement between East Georgia and the Court concerning the Services that East Georgia agrees to provide the Court.
2. **SERVICES/TERM.**
 - 2.1 **Services.** East Georgia agrees to provide the Services to the Court and the Court agrees that the Court shall order Probationers to make the payment for the Services. All Services provided by East Georgia hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein.
 - 2.1.1 To the degree permitted by law and ordered by the Court, East Georgia shall:
 - 2.1.1.1 Monitor and collect payments for fines, court costs, GCVEF, and restitution and probation fees as ordered by the Court. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide probationer a written receipt and balance statement after each payment.
 - 2.1.1.1.1 Offenders determined by the Court to have a significant financial hardship but has not be declared indigent in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body or shall be supervised at the reduced rate of 50 % of the standard supervision fee set forth in section 3. An offender determined by the Court to be indigent shall be supervised at no cost to the probationer or the Court or the governing body.

- 2.1.1.1.2 Contractor may only charge fees found in section 3 of this Agreement.
- 2.1.1.1.3 Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs and restitution in full without penalty. No prepayment shall be allocated to Probation Fees not yet due and payable.
- 2.1.1.2 Monitor compliance with conditions placed on referred cases as ordered by the court. Face-to-face contacts shall, at a minimum, be established at the outset of the supervision and prior to the final report to the Court regarding compliance with the order of probation. East Georgia's probation personnel shall conduct such other face-to-face contacts as may be deemed necessary or beneficial to the successful completion of probation. Absent a court order to the contrary, face to face contacts shall be each week until community service work is completed; twice per month thereafter until at least one-half (1/2) of the fines are paid and once per month for the duration of probation.
- 2.1.1.3 During all court sessions, East Georgia shall provide staff to attend Court to perform case intake on referred cases.
- 2.1.1.4 Provide reports to the Court of collections made and remittances to Court. All collected fine and cost payments shall be remitted to the Clerk of the Court as provided in Paragraph 2.1.1.14 herein.
- 2.1.1.5 Confer with the Court staff, the Judge, and the City Solicitor and County Prosecutor's offices on cases as appropriate.
- 2.1.1.6 Manage Probationer case limits and maintain a reasonable number of staff in order to provide attention to all Court ordered terms and conditions. East Georgia shall have sufficient staff to supervise all misdemeanor probationers of the Court. Case loads shall not exceed 240 probationers per officer.
- 2.1.1.7 Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall have at least one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county,

municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Nor shall any person convicted within the past ten years of a misdemeanor that involved elements of violence, dishonesty or making a false statement be employed as a probation officer or private probation officer.

Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

- 2.1.1.8 Maintain appropriate records on Probationers.
- 2.1.1.9 Monitor community service records.
- 2.1.1.10 Report to the Court any and all violations of court-ordered conditions for any probationer who is materially in violation of such conditions. Probation personnel shall petition for revocation of probation when the probationer has been arrested or a warrant issued for the probationer's arrest and when multiple probation violations have occurred.
- 2.1.1.11 File petitions, warrants and orders as directed by the Court. East Georgia shall coordinate with the Court related to hearings. East Georgia shall work with city, county and state law enforcement to ensure that warrants are served. East Georgia reserves the right to employ authorized agents to serve warrants, should the need arise. East Georgia shall provide testimony and supporting documentation as may be required by the Court, and shall, upon disposition by the Court, assure that all required documents are filed and take such further actions as may be ordered by the Court.
- 2.1.1.12 Provide oversight of any offender placed on pre-trial supervision program, provided such cases are subject to the same conditions as other cases referred under this Agreement, with exception of warrants being issued.
- 2.1.1.13 Submit a statement to the Court or its representative for the amount of Court fines, costs and restitution ordered by the Court and collected by East Georgia from the Probationers on a monthly basis.
- 2.1.1.14 Tender all fines, costs and restitution to the Court as ordered by the Court and collected by East Georgia. All fines, costs and restitution payments collected during any month shall be held in a non-interest bearing account and will be remitted to the Court by the 10th day of the next succeeding month.
- 2.1.1.15 Provide Electronic Monitoring ("EM") services as ordered by the Court, with the expense to be borne by the Probationer. The description of the Electronic Monitoring Services, the responsibilities of both East Georgia and the Court, as well as the level of notification for alerts are described in Exhibit A attached hereto and by this reference made a part hereof.
- 2.1.1.16 Provide programs ("Programs") to Probationers when ordered by the Court. See Exhibit B (East Georgia Programs Menu) for a description and pricing of the Programs offered.
- 2.1.1.17 Provide random drug testing as ordered by the Court, with the expense to be borne by the Probationer.

- 2.1.1.18 Comply with all laws regarding confidentiality of Probationer records.
- 2.1.1.19 Provide to probationers, when requested, information regarding local resources for employment and educational opportunities. East Georgia shall make available the Job Readiness Program described in Exhibit B to probationers who have not been ordered to participate in the said program as a condition of probation but who want to enroll in the program and pay its cost.
- 2.1.1.20 Maintain an office to which probationers shall report, and which shall have flexible hours as needed to ensure that Probationers are able to report while maintaining employment.
- 2.1.1.21 Comply with Article 6 of Title 42 Chapter 8 of the Official Code. Also comply with all rules, regulations and policies promulgated by the department of Community Supervision.
- 2.1.2 **Court.** The Court shall provide the following:
 - 2.1.2.1 Refer appropriate cases to East Georgia for community supervision.
 - 2.1.2.2 Order each probationer to remit to East Georgia payment according to the Services ordered by the Court at the rates noted in Section 3.2 of this Agreement. The Court shall enforce payment, and failure to pay shall be a violation of probation that may result in a hearing to address the financial circumstances of the probationer to determine why fines, costs or fees have not been paid.
 - 2.1.2.3 Utilize pre-trial supervision program, EM and Programs if and when appropriate. Such conditions may be ordered by the Court through the initial court order or as a result of an amended order of the Court.
- 2.2 **Term.** The term of this Agreement is an initial period of Twelve (12) months commencing _____, 2018 or at such earlier time as may be mutually agreed to by and between the Court and East Georgia. This Agreement, its terms and conditions, and authorized Exhibits and Amendments will be automatically renewed at the Court's option for up to four succeeding periods of one-year each, provided Court does not provide notice to East Georgia at least thirty (30) days prior to the termination of this agreement or any extension hereof. This Agreement will expire (5) years from the date of commencement.
- 2.3 **Termination.** The Court may terminate this Agreement for cause by giving East Georgia written notification of a breach, providing thirty days from the date of such notice for East Georgia to cure, and if not cured, giving an additional seven (7) days written notice of termination of this agreement. Failure of the Court to exercise this provision for any breach does not constitute a continuing waiver of any subsequent breach, whether of the same or other provision. Likewise, East Georgia may terminate this Agreement by giving the Court thirty (30) days written notice of their intent to terminate the Agreement. The parties, upon signing of this Agreement, will agree upon procedures for the transfer of files and records in the event of contract termination.

3. PAYMENT/PRICING

- 3.1 **Payment from Probationers.** Collection of payments for Services will be the sole responsibility of Probationer unless otherwise agreed by the Court. Further, there may be additional amounts

that the Court may instruct East Georgia to collect (such as restitution, court fines and fees). As used in this Agreement, the term "Probationer" shall mean the person actually receiving the services or the person actually being supervised, participating in a Program or directly receiving or using any other East Georgia service or equipment. East Georgia shall collect such probation fee for each month or portion of a month a probationer is under East Georgia's supervision.

3.2 Pricing Table. The Services provided hereunder shall be priced according to the following pricing table:

3.2.1	Basic Supervision Cost:	\$ 35.00 per month
3.2.2	Alcohol/Drug Testing:	\$ 25.00/ \$80.00 per test
3.2.3	Program Fees	
3.2.3.1	MRT Evaluation	\$ 100.00
3.2.3.1.1	MRT Evaluation Retake	\$ 25.00
3.2.3.1.2	MRT Classes	\$ 25.00 per session
3.2.3.1.3	MRT Books	\$ 25.00
3.2.3.2	Anger Management Evaluation	\$ 25.00
3.2.3.2.1	Anger Management Classes	\$ 25.00
3.2.3.2.2	Anger Management Books	\$ 25.00
3.2.4	Choices Program	\$125.00
3.2.4.1	Books	\$ 5.00
3.2.5	Electronic Monitoring Cost:	
3.2.5.1	Compliance Monitoring Program (EM Unit):	\$ 7.00 per day
3.2.5.2	Voice ID	\$ 5.00 per day
3.2.5.3	Sobriety Unit used with an EM unit:	\$ 5.00 per day
3.2.6	Additional Services and Pricing are referenced in Exhibit B to this Agreement.	
3.2.7	Any adjustment to this pricing shall be by an amendment hereto in writing and attached to this Agreement.	

4. LIMITATION OF LIABILITY

4.1 Disclaimer of Warranty. East Georgia makes no warranties regarding the Services or any equipment provided hereunder. East Georgia excludes the warranties of merchantability and

fitness of the Services or any equipment provided hereunder for a particular purpose. The foregoing warranties are in lieu of all other warranties, expressed or implied.

- 4.2 **Acts of Probationers.** In no event does East Georgia assume any responsibility or liability for acts that may be committed by Probationers in connection with the Services provided under this Agreement, or for any damages caused by the Court's failure to fulfill its responsibilities.
- 4.3 **Liability.** In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the Services provided under this Agreement, even if advised of the possibility of such damages. This limitation shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. East Georgia's liability (if any) to the Court is limited to the amount paid to East Georgia hereunder. East Georgia assumes no responsibility for the selection of participants for its programs. The responsibility for placement is solely the responsibility of the Court. Termination of placement in any East Georgia program is also determined by Court. Such termination may be defined by the term stated in a referral document, or by subsequent order of the Court. It is the responsibility of East Georgia to inform the Court of program violations during the term of placement as determined by Court. The Court may determine that early termination and other sanctions are required. Formal policy may be developed between Court and East Georgia that defines placement and termination conditions, provided such policy is written and is consistent with the levels of authority defined in this Agreement.

5. PROPRIETARY INFORMATION AND TRADE SECRETS

- 5.1 **Agreement Not to Disclose.** During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, for any reason whatsoever except as required by applicable law, the Court shall not disclose to any person or entity any information which is or has been disclosed to it or of which it became aware as a consequence of or through its relationship with East Georgia, which has value to East Georgia, and which is treated and communicated to the Court by East Georgia as "Proprietary Information", except in compliance with and pursuant to any public records law requiring disclosure. In addition, the Court shall not, at any time while East Georgia is performing Services for or on behalf of the Court and at all times following the termination of its relationship with the Court for any reason whatsoever, disclose to any person or entity except as may be required by applicable law, any Trade Secret of East Georgia. In those instances in which applicable law requires the disclosure of information, the Court will inform East Georgia of the request and information disclosed.
- 5.2 **Proprietary Information.** All Proprietary Information and all Trade Secrets received or developed by East Georgia while East Georgia is performing services for or on behalf of the Court, are confidential to and are and will remain the sole and exclusive property of East Georgia. The Court will hold such Proprietary Information and Trade Secrets in trust and strictest confidence and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or Trade Secrets or any physical embodiments thereof and may, in no event, take any action causing or fail to take the action necessary in order to prevent, any Proprietary Information and any Trade Secrets to lose its character or cease to qualify as Proprietary Information or as Trade Secrets. It is anticipated that East Georgia shall convey to the Court very limited, if any, records containing proprietary information or trade secrets.
- 5.2.1 **Definition of Proprietary Information.** "Proprietary Information" means information related to East Georgia (1) which derives economic value, actual or potential, from not being generally

known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; (2) which is not generally known by East Georgia competitors; and (3) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Proprietary Information also includes information which has been disclosed to East Georgia by a third party and which East Georgia is obligated to treat as confidential.

5.2.2 Definition of Trade Secrets. "Trade Secrets" shall include the whole or any portion of any scientific or technical and non-technical data related to the formulas, patterns, designs, compilations, programs, methods, techniques, drawings, processes, finances, actual or potential suppliers, existing and future products and services, and employees of East Georgia. Trade Secrets also include information which has been disclosed to East Georgia by a third party and which East Georgia is obligated to treat as confidential.

6. REPORTS TO COURT. East Georgia shall provide written reports to the Municipal Court Clerk on a monthly basis.

6.1 Monthly Reports. All monthly reports shall include the listing of Services rendered during each month, including, but not limited to statistical reports (number of warrants issued, arrests, number of new cases received and the number of cases closed each month), case load data, other records documenting the identity of the Probationer, the status of each Probationer's case, and the monies collected from each Probationer.

7. INDEMNIFICATION. East Georgia will indemnify the Court from and against all liability resulting from the negligence or willful misconduct of East Georgia and its employees in the provision of Services hereunder in accordance with paragraph 4.3 above. The term "liability" includes but is not limited to legal fees and expenses, penalties and interest. In no event, however, shall either party be responsible or liable for any indirect, special, punitive, incidental, or consequential damages. This indemnification provision shall remain in effect even if this Agreement is terminated.

8. FORCE MAJEURE. East Georgia shall not be liable for any delay in performance or nonperformance which is due to causes beyond East Georgia's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown or equipment, differences with employees or similar or dissimilar causes beyond East Georgia's reasonable control.

9. INSURANCE. East Georgia shall maintain a surety/dishonesty bond issued by a surety acceptable to the Court on all employees, in an amount not less than \$25,000.00. East Georgia shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Prior to commencing services under this Agreement, East Georgia shall furnish to the Court a Certificate of Insurance or other evidence that the required insurance is in effect, and shall provide the Court, with certificates of insurance for all new or renewal policies. The Court shall be named as Additional Insured on all policies other than the errors and omissions, workers' compensation, contractual portions issued to satisfy the above requirements. Certificates shall be mailed to the Court.

10. NOTICES. Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by U. S. regular mail, postage prepaid, to the other party at the address stated herein above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by other means, including by facsimile shall be deemed effective upon receipt.

Notification for East Georgia is: Jennifer Hartman
Executive Director
2108 Main Strain Street
Porterdale, Ga 30014
Phone: (678) 729-8610

Notification for the Court is: Honorable Steven A. Hathorn
The Municipal Court of Oxford
110 West Clark Street
Oxford, Georgia 30054

A change in the address or telephone number of either party may be made in the same manner as for giving of any other notice.

11. GENERAL

- 11.1 **No Assignments.** Neither party shall assign or transfer this Agreement without the prior written consent of the other.
- 11.2 **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.
- 11.3 **Severability.** If a term, covenant, condition or provision of this Agreement shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provision of this Agreement would prevent the accomplishment of the original intent of this Agreement. The parties agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 11.4 **Captions.** The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.
- 11.5 **Governing law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely in the State of Georgia.
- 11.5.1 **Conflicts in Interpretation.** The parties agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted to mediation prior to the institution of any other legal proceeding.

- 11.5.2 **Adjudication of Disputes and Disagreements.** The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief as may be provided by law.
- 11.5.3 **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement. The parties agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.
- 11.5.4 **Legal Obligations and Responsibilities: Non-delegation of Constitutional or Statutory Duties.** This Agreement is not intended to relieve, nor shall it be construed as relieving any party from any obligation or responsibility imposed upon the party by law except to the extent of actual and timely performance thereof by the other party, in which case the performance may be offered in satisfaction of the obligation or responsibility.
- 11.6 **Attorney's Fees and Costs.** In the event any cause of action is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.
- 11.7 **Records.** East Georgia shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles, consistently applied. All records maintained by East Georgia, including books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement shall be open for inspection upon request by the Court or other governmental agency, such as city government, state court or Department of Audits or the Department of Community Supervision, that may be affected by the terms of this Agreement. All records shall be maintained by East Georgia for a period of three (3) years from the date a case is closed. Upon the expiration of three (3) years, the files shall be purged by East Georgia.
- 11.8 **Access to Program Records.** Upon three (3) day's written notice to East Georgia, East Georgia shall make available to the Court program records for Probationers subject to the Court's jurisdiction in connection with work performed with this Agreement.
- 11.9 **Authority.** East Georgia warrants that it is authorized by law to engage in the performance of the Services. Each of the signatories for East Georgia below certifies and warrants that they are empowered by its operating agreement to act and contract for East Georgia, and this Agreement has been approved by the Manager of East Georgia or other appropriate authority.
- 11.10 **Modifications and Amendments.** Any and all modifications of the terms of this Agreement shall be in writing and executed by the parties.
- 11.11 **Independent Contractor.** At all times and for all purposes hereunder, East Georgia is an independent contractor and not an employee of the Court. No statement contained in this Agreement shall be construed as to find East Georgia or any of its employees, contractors, servants or agents to be employees of the Court, and they shall be entitled to none of the rights, privileges or benefits of employees of the Court.

- 11.12 **Compliance with Law.** In carrying out its obligation under this Agreement, East Georgia shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the performance of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the Court to terminate this Agreement immediately upon delivery of written notice of termination to East Georgia.
- 11.13 **Licensing and Permits.** East Georgia warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, or local.
- 11.14 **Non-Discrimination.** East Georgia shall not discriminate, in its employment practices and in providing Services hereunder, on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age, and shall abide by all federal and state laws regarding non-discrimination. Upon a final determination by a court or agency of competent jurisdiction that such discrimination has occurred, this Agreement shall automatically terminate without any further action by the Court, on the effective date of such determination.
- 11.15 **Claims for State or Federal Aid.** The parties agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement, provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission, and which approval shall not be unreasonably withheld.
- 11.16 **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the Court nor East Georgia or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.
- 11.17 **Attestations.** East Georgia agrees to execute such documents as the Court may reasonably require, including a Drug-Free Workplace Statement, and a Public Entity Crime Statement.
- 11.18 **Signatures of Parties Required.** THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES AND RECEIVED IN FINAL EXECUTED FORM BY AN AUTHORIZED REPRESENTATIVE OF EAST GEORGIA AT ITS PRINCIPAL PLACE OF BUSINESS.
- 11.19 **Court Authority.** By execution hereof the signer below hereby certifies that signer is duly authorized to execute this Agreement on behalf of the Court.
- 11.20 **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of East Georgia in his or her individual capacity and no member, officer, agent, or employee of the Court shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

11.21 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

WHEREFORE, the parties hereto have executed this Agreement on the date above written.

THE MUNICIPAL COURT OF OXFORD, GEORGIA

By: 
Title: JUDGE
Printed Name: STEVEN A. HATHORN
Date: November 30, 2017

By: _____
Title: _____
Printed Name: _____
Date: _____

Attest by: _____

EAST GEORGIA CORRECTIONAL SERVICES, LLC

By: _____
Title: _____
Printed Name: _____
Date: _____

Attest by: _____

EXHIBIT A: ELECTRONIC MONITORING SERVICES
COMMUNITY CORRECTIONAL SERVICES AGREEMENT
BETWEEN
EAST GEORGIA CORRECTIONAL SERVICES, LLC ("EAST GEORGIA")
AND
THE MUNICIPAL COURT OF OXFORD, GEORGIA ("COURT")

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement:

1. SERVICES AND RESPONSIBILITIES OF EAST GEORGIA

- 1.1 **Monitoring Services.** East Georgia will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).
 - 1.1.1 East Georgia will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.
 - 1.1.2 East Georgia will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.
 - 1.1.3 East Georgia will provide notification of Alert Conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section 2.1.5 herein or as agreed upon in writing by the Court and East Georgia.
 - 1.1.4 Alert Condition and Equipment status information for each Probationer will be documented and maintained by East Georgia.
 - 1.1.5 **Notification Options.**
 - 1.1.5.1 **Compliance Monitoring Program Level.** The Compliance Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases, if any. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.
 - 1.1.5.2 **Other Notification Levels.** Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may order more immediate notification; East Georgia will increase the level of notification provided appropriate Court personnel can be made available for response. The absence of written notification procedures to the contrary, the Compliance Monitoring Level will apply.

- 1.2 **Maintenance.** East Georgia shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) the Probationer's negligence or (ii) the damage or destruction of the Equipment by parties other than East Georgia. The Court will assist East Georgia in enforcement of this policy.
2. **EQUIPMENT.** East Georgia shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.
3. **MONITORING SYSTEM**
 - 3.1 **Description.** The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD and a central computer system ("Units") which communicate with the host computer system through the Probationer's standard telephone service.
 - 3.2 **System Maintenance.** The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The court will be notified in advance of any such situation.
 - 3.3 East Georgia expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.
4. **THE COURT'S OBLIGATIONS.** The Court shall have the responsibility to:
 - 4.1 Refer appropriate cases to East Georgia for supervision under as contemplated in this Agreement.
 - 4.2 Identify authorized personnel to which East Georgia may report violations.
 - 4.3 Provide to East Georgia required Probationer case and curfew information and Court Order.
 - 4.4 Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by East Georgia to the Court of alerts and equipment status problems.

EXHIBIT C
TENDER OF COLLECTIONS

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) restitution, 2) funds paid by the probationer for drug and alcohol screening test fees, 3) fines, 4) court costs and surcharges, 5) GCVEF, 6) program costs, and 7) probation fees. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.

EXHIBIT D
ACCESS TO RECORDS

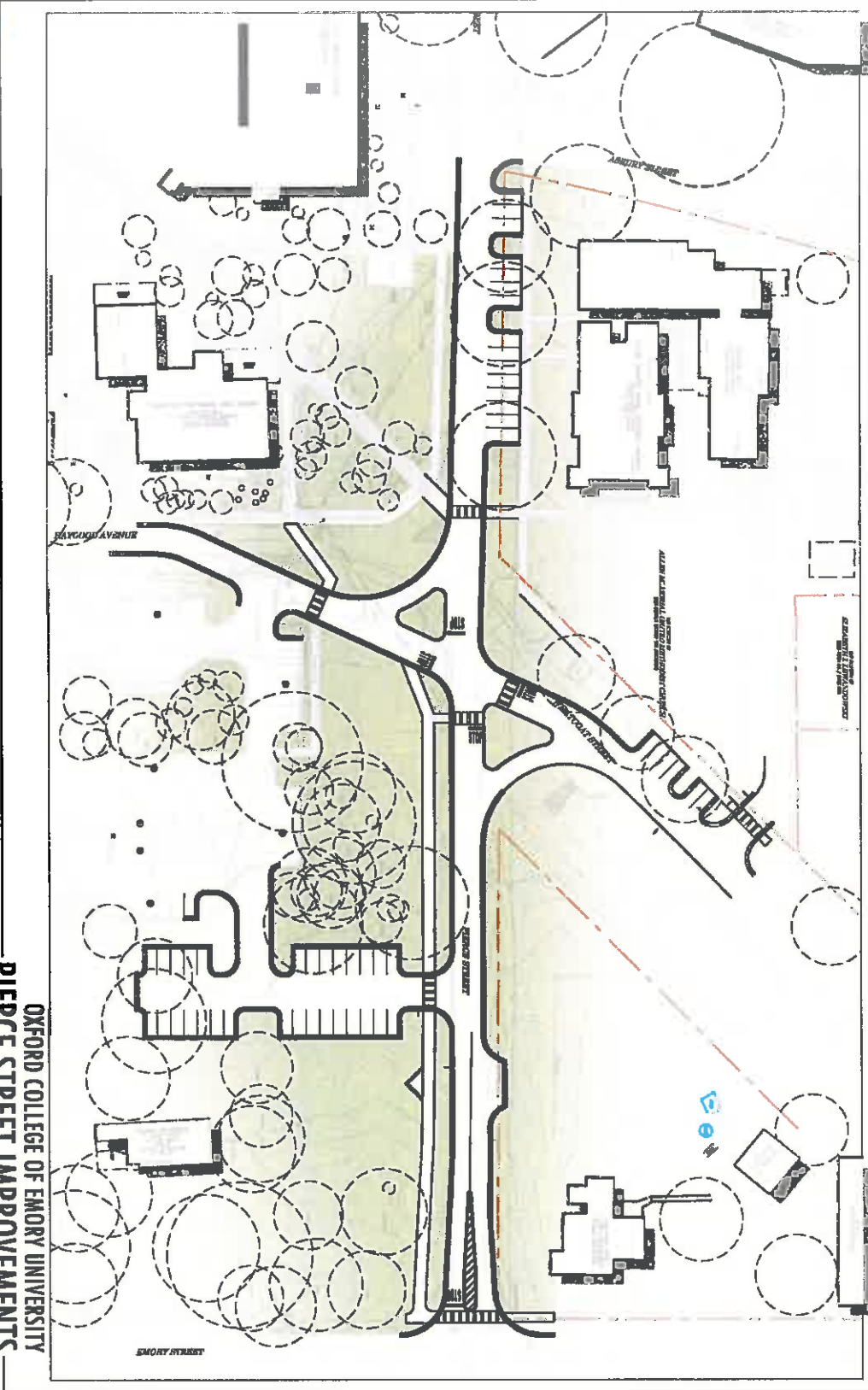
Fiscal Audit: Contractor shall employ an independent auditor to audit its records and books pertaining to the services rendered to the court upon written request from the court. A written copy of this audit shall be provided to the court and (County or Municipal) Governing Authority within Three (3) months of the date of the request.

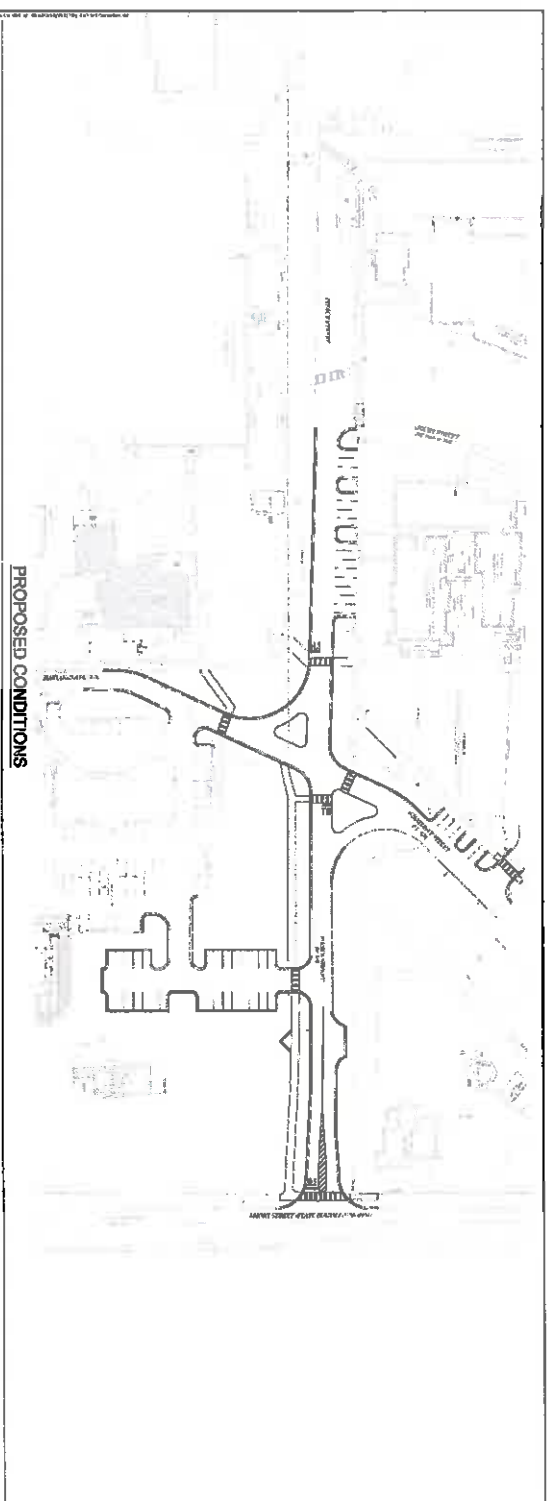
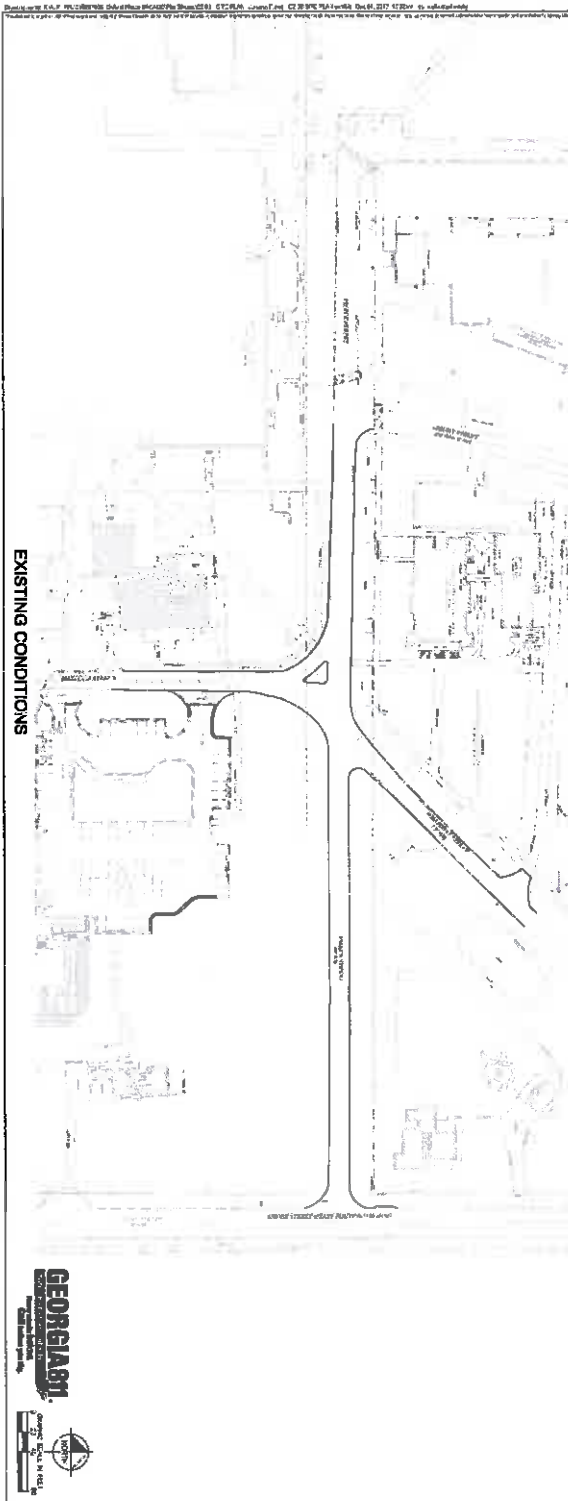
Good Business Practices. Contractor shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

 WANSLEY ASSOCIATES LANDSCAPE ARCHITECTS
DATE: 11-01-2017 SCALE: NTS

 Kimley-Horn

OXFORD COLLEGE OF EMORY UNIVERSITY
PIERCE STREET IMPROVEMENTS





PROJECT
EMORY OXFORD PIERCE STREET IMPROVEMENTS
 LAND LOT 104 9/24 1481187
 EXISTING AND PROPOSED SITE PLAN

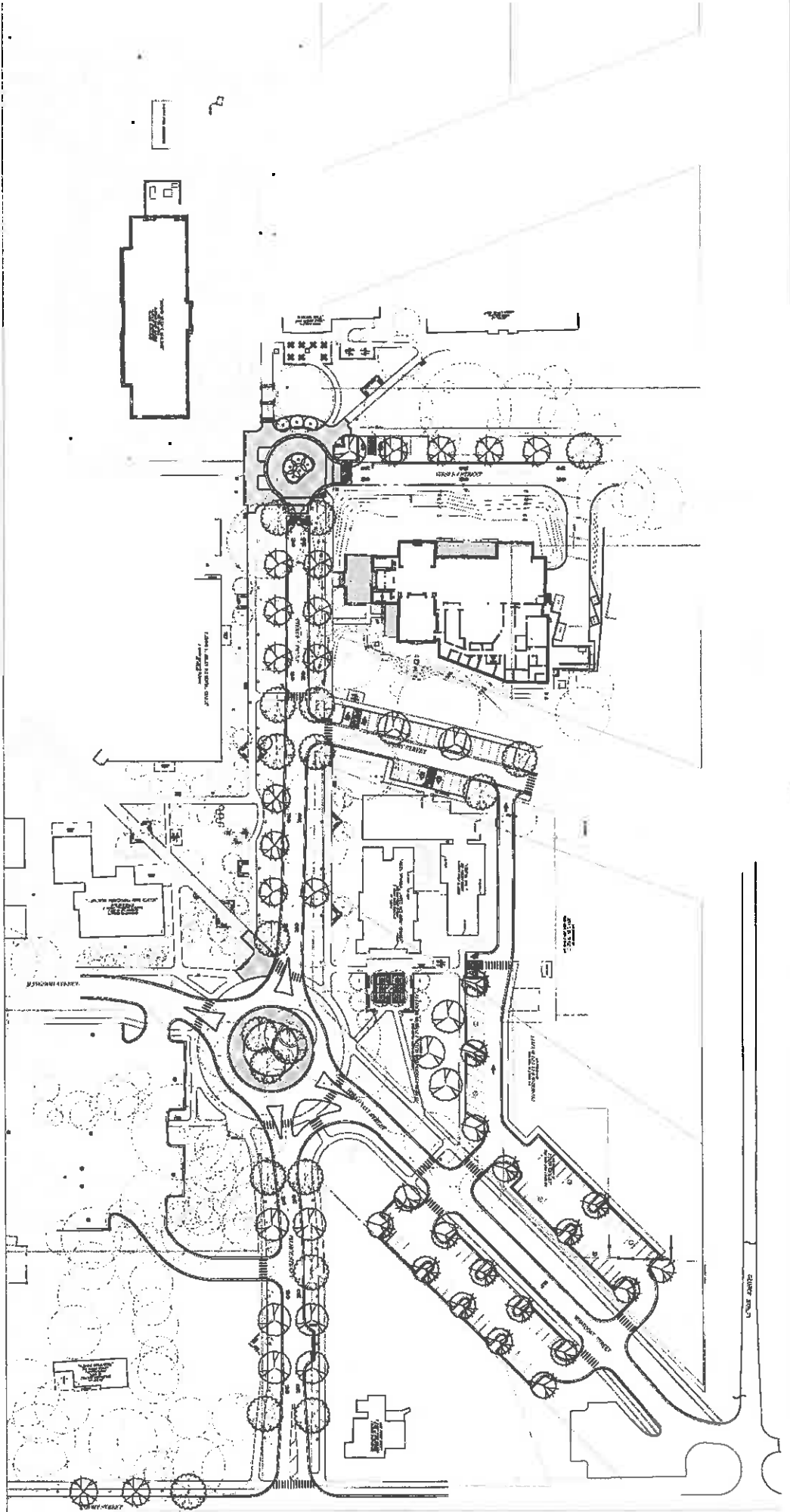
CLIENT
OXFORD COLLEGE OF EMORY UNIVERSITY
 1300 N. DEKALB AVENUE
 DEKALB COUNTY, GEORGIA 30034
 (404) 527-1424

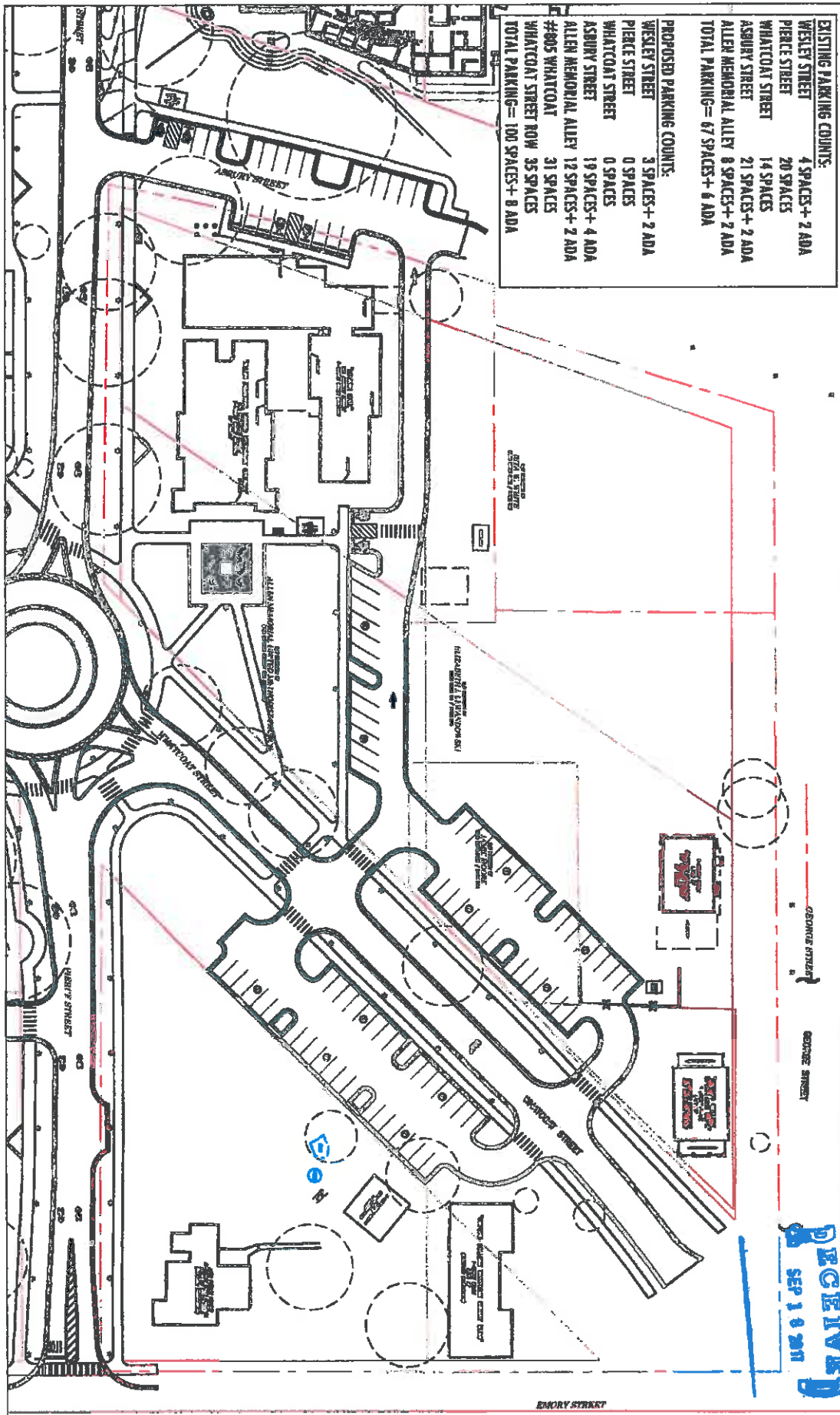
DATE	DESCRIPTION
03/11/2014	ISSUED FOR PERMIT
03/11/2014	ISSUED FOR PERMIT
03/11/2014	ISSUED FOR PERMIT



Kimley-Horn
 1000 PEARSON DRIVE, SUITE 210
 ALPHARETTA, GEORGIA 30201
 (770) 770-4700
 WWW.KIMLEY-HORN.COM

PROJECT NO.	DATE	SCALE	BY	CHECKED	APPROVED
02-00	03/11/2014	AS SHOWN	J. HARRIS	J. HARRIS	J. HARRIS






WANSLEY ASSOCIATES LANDSCAPE ARCHITECTS, INC. Kimley»Horn
 DATE: 09.15.17 SCALE: 1"=40'

OREGON COLLEGE OF EMORY UNIVERSITY
PIERCE STREET IMPROVEMENTS- PARKING COUNTS

RECEIVED
 SEP 18 2017

REQUEST FOR PROPOSALS**ENTER DATE****DRAFT**

**City of Oxford
110 West Clark Street
Oxford, GA 30054**

**REQUEST FOR PROPOSALS FOR MUNICIPAL
CODE ENFORCEMENT SERVICES**

The City of Oxford seeks a qualified contractor to provide municipal code enforcement services within the city limits of Oxford, Georgia. The city has approximately 641 housing units.

Purpose

The intent of this Request for Proposal ("RFP") is to select one bidder to provide code enforcement services for the City of Oxford. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a bidder may be selected and the contractual terms which will govern the relationship between the City of Oxford and the Contractor.

Scope of Work

Services to be provided include inspection of properties for potential code violations related to zoning, building, grading, nuisance, and property maintenance within the City of Oxford. In addition, services shall involve review of case files, filing notices and complaints against violators, documenting, and preparing violation cases, and testifying in court.

Specifically, code enforcement services shall include the following, but not limited to:

1. Provide one qualified officer to render code enforcement services on a complaint-basis;
2. Review local codes and ordinances related to zoning, building, grading, nuisance, and property maintenance;
3. Investigate violations of City zoning, building, grading, nuisance, and property maintenance laws, file complaints against violators, and testify in court when necessary;
4. Issue a Notice of Violation, Letters of Non-Compliance and when necessary, citations;
5. Request title searches, records or remove violation notices on titles, and ensure that legal requirements are met;
6. Communicate effectively to resolve issues with property and business owners; guide and persuade uncooperative individuals to comply with ordinances, and seek voluntary compliance.
7. Maintain records of inspections and enforcement of efforts; research and compile data for each case; prepare required documentation for legal actions; testify in court proceedings regarding code violations, perform follow-up actions as needed to gain compliance;
8. Confer with related agencies and City departments on disposition of complaints and code violations; prepare detailed and specialized written reports and correspondence related to code enforcement inspections, violations, and other activities that are adequate for use in the prosecution of violations;
9. Provide all necessary equipment, uniforms, and vehicles for code enforcement officers;

10. Provide and adhere to a code enforcement procedures manual;

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the City of Oxford's best interests to include, but not limited to:

- Ability to safely perform the required services as specified
- Pricing of services
- Information provided by references
- Experience in providing the required services

Statement of Qualifications

Each bidder will include a Statement of Qualifications with their proposal. The document should list all of the bidder's certifications related to rendering code enforcement services.

Communication with the City of Oxford

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Oxford will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to the Oxford City Clerk.

Award of Proposal

The City of Oxford will make the award on a total sum basis to the most responsive and responsible bidder as determined by evaluation of the defined criteria. The City of Oxford reserves the right to waive minor irregularities. The City of Oxford reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the city. Should the City of Oxford determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

Award Protest

Bidders may appeal the award decision by submitting a written protest to the Oxford City Clerk within five business days of the date of the award notice.

Confidentiality

The information contained in proposals submitted for the City of Oxford's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time all proposals will be available for public inspection.

Cost of Preparation

Bidder assumes all costs of preparation of the proposal and any presentation necessary to the proposal process.

Proposal Understanding

By submitting a proposal the bidder confirms that the specifications are understood, adequate, and the bidder accepts the terms and conditions therein.

Proposal Submission

A **SIGNED** original of the proposal must be submitted to:

**The City of Oxford
110 West Clark Street
Oxford, GA 30054**

in a sealed envelope no later than **ENTER DATE**. Normal business hours are 8:00 AM to 5:00 PM. Proposals received after the due date and time will not be accepted. **Faxed and emailed proposals will not be accepted.**

Proposals must be submitted in a sealed envelope and clearly marked with the proposal title and proposal date on the outside of the envelope.

GENERAL TERMS AND CONDITIONS:**Contract Documents**

The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement from the City of Oxford.

Contract Modification and Amendment

The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the City Clerk. Modifications or amendments must be in writing and signed by both parties.

Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

Cancellation/Termination

If the Contractor fails to provide personnel, supplies, or equipment to the satisfaction of the City of Oxford or in any other way fails to provide service in accordance with the contract terms, the City of Oxford may take whatever action it deems necessary to provide alternate services and may, as its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the City of Oxford, either party may terminate this contract by giving thirty (30) days advance written notice to the other party.

Clarification of Responsibilities

If the Contractor needs clarification of the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the City of Oxford.

Litigation

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

Assignment

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the City of Oxford.

Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the service which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City of Oxford. The Contractor is not to be deemed an employee or agent of the City of Oxford and has no authority to make any binding commitments or obligations on behalf of the City of Oxford except as expressly provided herein.

Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City of Oxford and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City of Oxford for which the City of Oxford may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence or more
2. Automobile Liability	\$1,000,000 per occurrence or more
3. Workers Compensation	Required for all personnel

Certificates shall be provided to the City of Oxford by the insurance company. Certificates will not be accepted from the contractor.

PERFORMANCE TERMS AND CONDITIONS

Contract Term

The initial term of this contract is from **ENTER DATE**. With mutual written agreements of the parties, this contract may be extended for two (2) one-year periods.

Employees

All persons employed to perform these services shall be employees of the Contractor and well-trained in code enforcement services. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City of Oxford.

Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

Equipment and Supplies

All equipment and supplies required to carry out operations within the scope of this contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to OSHA and any other safety standards in effect at the time of use.

Pricing

Proposals will price services in the following format:

Hourly charge for municipal code enforcement services during normal business hours.

Hourly charge for municipal code enforcement services outside of normal business hours.

Pricing submitted shall remain firm through **ENTER DATE**. On January 1, 2018, and on each successive anniversary date thereafter, the price can remain as bid or may be based on a price adjustment either upward or downward. Contractor shall be required to furnish cost estimates at least forty-five (45) days prior to anniversary date to substantiate any requested increase. If approved, the price increase will be effective on the date of the subsequent contract period. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment or overhead/profit.

Payments

Contractor payment will be made monthly upon submittal of an invoice to the Oxford City Clerk on a net 30 basis unless discount terms are offered.

Work Specifications

Contractor will supply all labor, equipment and supplies required to perform the contracted services. All work will be in accordance with the City of Oxford and Newton County ordinances and all applicable State, Federal and Regulatory Agency laws and regulations.

Security/Confidential Information

The City of Oxford reserves the right to conduct background checks on all individuals employed the contractor and performing the contracted services in the City of Oxford. Contractor will provide the City of Oxford a list of all such employees with sufficient identification to enable the city to conduct such inquiries as deemed appropriate by the city.

Contractor agrees that any information received by the Contractor or his/her employees during the course of the work specified in this agreement which concerns the personal, financial or other affairs of the City of Oxford and its employees shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

No unauthorized person or persons shall accompany contractor's personnel while conducting work under this contract.

References

List three organizations for which you have provided the services described in the RFP. Provide names and contact information for each organization.

Contractor Data

Your proposal should contain the following information and any other you consider appropriate:

Name of Company:

Address:

City/State/ZIP:

Contact Person:

Telephone:

Cell:

Fax:

Email:

Pricing for Services Offered:

Name and Title of Authorized Representative

Signature of Authorized Representative

Date:

INTERGOVERNMENTAL CONTRACT

DRAFT

THIS INTERGOVERNMENTAL CONTRACT (this "Contract"), made and entered into as of the ____ day of _____, 20____, by and between the **CITY OF OXFORD, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF OXFORD**, a body corporate and politic (the "DDA").

WITNESSETH:

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) provides that any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, et seq., as amended (the "DDA Law"), and an activating resolution of the Council of the City of Oxford, duly adopted on February 6, 2017, as amended, and is now existing and operating as a public body corporate and politic; and

WHEREAS, the City and the DDA wish to enter into this Contract to better set out the parties' responsibilities and to better define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDA do hereby agree, as follows:

1.

This Contract shall become effective upon the date of execution and shall continue in effect until _____. Notwithstanding the foregoing, in no event shall the term of this Contract extend more than fifty (50) years.

2.

Service Area. In accordance with the procedures defined by state law, the City has activated the DDA to stimulate and sustain economic development in the downtown development area of Oxford, as such area is currently or hereafter designated from time to time by resolution of the City (DDA Area, *Attachment I*).

3.

Staff Support. The City will provide as available the following staff support to the DDA: City Manager (project management, as requested and available) and City Clerk (manage DDA checking account, prepare financial reports and facilitate audits).

The City shall provide at a minimum: 1) Annual Registration and all reporting required by the Department of Community Affairs, and 2) Financial Reports and Annual Audits required by the Department of Community Affairs, the IRS, and lending institutions.

4.

Payment for Services. The City will fund the DDA with a budgeted allocation of \$30,000 per year for FY2018 and shall notify the DDA at least 30 days prior to the end of each fiscal year of the amount of the budget allocation, if any, for the following fiscal year. The DDA agrees to utilize funds to the benefit of the DDA Area.

5.

DDA Project(s). The DDA shall, upon delivery by the City of the Property as hereinafter defined, seek the development of residential housing thereon. The DDA, at its election, may act as the developer or contract with a developer or any combination thereof permitted by applicable law. At the conclusion of the project, the Property and the improvements will be owned by private third parties for residential occupancy subject to restrictive covenants imposed by the DDA in a form and for a term acceptable to the DDA.

6.

Transfer of Land. The City will transfer the following real property to the DDA:

Tract One: All that tract or parcel of land lying in being in Land Lot 288 of the 9th Land District, City of Oxford, Newton County, State of Georgia, containing 6.35 acres, more or less, and being that same property conveyed to the City by Warranty Deed of Emmett O. Hughes, Jr. dated September 25, 2014 and recorded September 26, 2014 at Deed Book 3264, page 1, Office of the Clerk of Superior Court of Newton County, Georgia. (Newton County Map/Parcel X003 005B).

Tract Two: All that tract or parcel of land lying in being in Land Lot 288 of the 9th Land District, City of Oxford, Newton County, State of Georgia, containing 0.751 acres, more or less, and being that same property conveyed to Sherry J. Jackson and Curtis K. by Warranty Deed of Wiley A. Allgood, Jr. dated May 18, 2006 and recorded October 3, 2006 at Deed Book 2289, page 182, Office of the Clerk of Superior Court of Newton County, Georgia. (Newton County Map/Parcel X003 002).

It is anticipated that additional real property will be transferred to the DDA at a future date. This Contract will be amended at that time.

7.

Amendments. It is contemplated by the City and the DDA that this Contract may be amended to address other projects which may be desired by the City and the DDA.

8.

Annual Report & Plan. The DDA agrees to provide to the City in the second quarter of each year, an annual report specifying programs and projects and achievements of the Authority during the immediately preceding fiscal year. This report shall include in general the financial commitments, the impact of the programs and projects on the DDA Area, and whether or not the program or project has

been completed, is ongoing, or has been discontinued. At the same time, the DDA agrees to provide to the City a copy of the annual plan of action for the coming fiscal year, including estimated costs, anticipated outcomes, and the necessary steps for achievement.

9.

Joint Meeting. The City and the DDA agree to hold a joint meeting of the City Council and the DDA on an annual basis at a time and place agreed upon between themselves.

10.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which provisions shall remain in full force and effect.

11.

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

12.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

13.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts, under seals, as of the day and year first above written.

CITY OF OXFORD, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

**DOWNTOWN DEVELOPMENT AUTHORITY
OF OXFORD**

By: _____
Chair

(SEAL)

Attest:

By: _____
Secretary/Treasurer

**Latham
Home Sanitation Co., Inc.**

P.O. Box 515 • Loganville, GA 30052 • 770-554-0455

1 November 2017

Mr. Matt Pepper, City Manager
City of Oxford, Georgia
110 West Clark Street
Oxford, Georgia 30054

RE: Proposed Price Increase

Dear Honorable Mayor, City Council and City Manager,

Latham Home Sanitation is pleased to have been chosen as the exclusive curbside solid waste and recycling collection company for the City of Oxford since July 2012. As such, we have been able to hold our rates for five years, despite the challenges of the economy and the continuous rise in service expenses. Collection and transportation costs such as labor, fuel and insurance continue to soar. All recycling rebates disappeared with the collapse of the commodities market in 2014.

We can no longer avoid the inevitable price increase. Effective January 1, 2018, our new monthly rate for residential, once per week garbage and recycling collection will increase to \$10.95 per household. Our commercial rate will increase to \$14.95 per month for businesses utilizing residential containers.

This proposed rate increase is necessary to allow us to continue to provide the City of Oxford with our high-quality collection service. Despite this minor increase, we are confident the city will find our rates remain highly competitive.

If you have any questions or concerns, please do not hesitate to call.

Respectfully submitted,



Barbara Latham Jarvis
President

"Your Recycling Specialist"

NON PERSONAL SERVICES CONTRACT
Independent Contractor Agreement

This Agreement is made effective as of this date July 1, 2012, by and between the City of Oxford, 110 West Clark Street, Oxford, Georgia 30054, and Latham Home Sanitation. In this Agreement, the party who is contracting to receive the services shall be referred to as "the City of Oxford", and the party who will be providing the services shall be referred to as "Contractor" or "Service Provider".

The City of Oxford desires to have services provided by Contractor.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on July 1, 2012, Contractor will provide the following services (collectively, the "services"):

solid waste pickup and recyclables pickup on a once a week basis as described in the attached RPF and Technical Proposal.

2. **PAYMENT.** The City of Oxford will pay compensation to Contractor for the services based on: 567 residential and 13 commercial customers. Compensation shall be payable on a monthly invoice. Compensation shall be payable the first of the month following the month work. **NOTE: PLEASE FORWARD ALL INVOICES TO THE CITY OF OXFORD, GEORGIA AT THE ADDRESS BELOW:**

The City of Oxford, Georgia
Oxford City Hall
110 West Clark Street
Oxford, GA 30054-2274

3. **WARRANTY.** The Contractor warrants to the City of Oxford that all work provided to the City of Oxford will meet all State and Federal laws, rules and regulations.

4. **RELATIONSHIP OF PARTIES.** Contractor is an independent contractor and neither Contractor, its Sub-Contractor(s) (if any) nor any of their agents are employees of the City of Oxford. Contractor is responsible for the direction and supervision of its employees and Sub-Contractors, and shall promptly remove from the worksite any personnel who are not adhering to the terms of this Agreement or other hazard on the worksite. The City of Oxford will not provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Contractor. Contractor shall purchase and maintain insurance for claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00) of General Liability. Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the Work and upon the City of Oxford's request shall name same as an additional insured.

5. **INDEMNITY.** Contractor agrees to pay to the City of Oxford all costs and damages which same incurs and to hold the City of Oxford harmless from and indemnify the City of Oxford against any monetary loss as a result of Contractor's failure to comply with any environmental rules and regulations. Contractor agrees that any breach of this Agreement or any damages, losses, liabilities or expenses (including court costs and attorneys' fees) arising from any negligence or willful misconduct on the part of any Sub-Contractor of Contractor, or any employee or agent of Contractor or any Sub-Contractor shall be borne by the Contractor under this Contract.

6. **LIENS AND LIEN WAIVERS.** Contractor shall, if any lien be filed against the City of Oxford's property arising from the work under this Agreement, immediately cause such lien to be discharged of record by payment or bond. Contractor agrees to execute and have all Sub-Contractors and Suppliers execute "Interim Waiver and Release Upon Payment" and "Unconditional Waiver and Release Upon Final Payment", copies of which are attached hereto as exhibits.

7. **TERM/TERMINATION.** This Agreement shall be effective for a period of one (1) year, and shall automatically renew for successive terms of the same duration, unless the City of Oxford provides 30 days written notice to Contractor prior to the termination of the applicable initial term or renewal term. Any change in terms shall require 120 days written notice prior to June 30 of the year.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, Contractor will comply with all requirements of applicable state

and local law, regulations and ordinances. Contractor also agrees to abide by a) applicable rules and regulations of the City of Oxford.

9. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. **SEVERABILITY.** If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

City of Oxford

By:

Jerry Roseberry
Jerry Roseberry, Mayor

Attest:

Laura Willis
Laura Willis, City Clerk

Date:

6-18-12

Contractor:

LATHAM HOME SANITATION

By:

Rich Jarvis V.P.
R. Jarvis, its _____

By: _____

_____, its _____

Date: _____

The proposed monthly charges for the City of Oxford
are:

Once per week residential collection with a 95 or 65 gallon roll-a-waste
container

\$ 8.94 / per unit / per month

Price per each additional 95 or 65 gallon roll-a-waste container

\$ 5.00 / per container / per month

Once per week commercial collection with a 95 or 65 gallon roll-a-waste
container

\$ 12.94 / per unit / per month

Price per each additional 95 or 65 gallon roll-a-waste commercial container

\$ 5.00 / per container / per month

Price for 18 gallon recycling tub or 35-50 gallon roll-a-waste recycling
container

No Charge

Prices for each Bulk Item and White Goods collected curbside are

\$ 25.00 / per item

Please note commercial roll off boxes can be made available for commercial and residential construction, demolition, renovation, and community beautification projects. These dumpsters will be privately contracted and prices negotiated as economic and market conditions warrant.

Submitted By:

Barbara Latham Jarvis

Barbara Latham Jarvis

President