



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL WORK SESSION

February 25, 2019

6:00 p.m.

3120 Stonecrest Blvd. Suite 190
Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. Code of Ethics: Proposed Amendments
2. Civic Plus Agreement: Website Design & Development
3. DeKalb Municipal Association : Annual Dues
4. Annual Work Plan
5. Budget Amendement : LMIG Funds

III. ADJOURNMENT:



WORK SESSION AGENDA ITEM

SUBJECT: Ordinance Amending and Readopting Article X, Code of Ethics in Chapter 2

☒ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session: 02/25/2019

Council Meeting: 02/25/2019

SUBMITTED BY: Michael Harris, City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval by Mayor Lary and Council

**AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA, AMENDING AND
READOPTING ARTICLE X, CODE OF ETHICS, IN CHAPTER 2, ADMINISTRATION,
OF THE CITY CODE.**

WHEREAS, the City of Stonecrest, Georgia Mayor and City Council are authorized by Section 1.03 of the City Charter to adopt “ethics ordinances and regulations governing such things including, but not limited to, the conduct of municipal elected officials, appointed officials, contractors, vendors, and employees; establishing procedures for ethics complaints; and setting forth penalties for violations of such rules and procedures;” and

WHEREAS, on October 5, 2018, the Mayor and City Council adopted by Ordinance 2017-10-05 as a part of the City of Stonecrest City Code, as Article X, Code of Ethics, in Chapter 2, Administration.

WHEREAS, the Mayor and City Council desire to amend and readopt as a part of the City of Stonecrest City Code, as Article X, Code of Ethics, in Chapter 2, Administration, as provided herein.

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as follows:

Section 1: The Mayor and City Council of the City of Stonecrest, Georgia hereby amend and adopt an ordinance designated as “Article X, Code of Ethics” in Chapter 2, Administration, to read and to be codified as follows:

“ARTICLE X. - CODE OF ETHICS

Sec. 2-375. - Declaration of policy.

(a) It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have

confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted.

(b) This code of ethics has the following purposes:

(1) To encourage high ethical standards in official conduct by city officials and employees;

(2) To establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the city;

(3) To require disclosure by such officials and employees of private financial or other interest in manners affecting the city; and

(4) To serve as a basis for disciplining those who refuse to abide by its terms.

Sec. 2-376. - Scope of persons covered.

The provisions of this code of ethics shall be applicable to the mayor, all members of the city council, all appointed members of boards, commissions, authorities and other similar bodies, and all employees.

Sec. 2-377. - Definitions.

As used in this Article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

(a) *Censure* means the act of condemning as wrong. A censure shall be effectuated by entry in the minutes of a city council meeting.

(b) *City official and/or official*, unless otherwise expressly defined, means the mayor, the members of the city council, candidates for the offices of the mayor and city council after legal notice of candidacy and qualification as such candidate, the municipal court judges (including substitute judges), the city manager, any assistant city managers, the city clerk,

any deputy city clerks, whether such person is salaried, hired or elected, and all other persons holding positions designated by the city charter, as it may be amended from time to time. City officials, unless otherwise expressly defined, includes individuals appointed by the mayor, city council, or both, to all city boards, commissions, authorities and other

similar bodies, unless such individuals or individual members of city boards, commissions, authorities and other similar bodies are specifically exempted from this Article by law, this ordinance and/or the city council.

(c) *Complainant* means a person or entity who submits to the city clerk an ethics complaint alleging a violation of this Article.

(d) *Decision* means any article, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations, of the council, board or commission which can or may lead to a vote or formal action by such body.

(e) *Discretionary authority* means the power to exercise any judgment in a decision or action.

(f) *Employee* means full-time or part-time employees of the City.

(g) *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

(h) *Exempt city boards, commissions, authorities and similar bodies* shall mean all boards, commissions, authorities and similar bodies of the city other than the Board of Zoning Appeals, Design Review Board, Historic Preservation Board, Planning Commission, Construction Appeals Board, Alcohol Licensing and Appeals Board, Stonecrest Convention and Visitors Bureau and any authority created by either the Georgia General Assembly or by

the City by resolution or ordinance pursuant to Chapter 61 or Chapter 62 of Title 36 of the Official Code of Georgia Annotated. The members of exempt city boards, commissions, authorities and similar bodies are exempt city officials or officials unless such member is either an elected official of the City or is also a member of another city board, commission, authority or similar body not specifically exempted by this ordinance or by law.

(h) *Immediate family* means the legal and/or biological parent, sibling, child, spouse, or any corresponding in-law of any city official or employee.

(i) *Interest*:

(1) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest.

(2) *Remote interest* means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges, or a comprehensive zoning article or similar decisions is incidental to the extent that the councilmember would be affected in common with the general public.

(3) *Substantial interest* means a known interest, either directly or through a member of the Immediate Family, in another person or entity:

a. The interest is ownership of five (5) percent or more of the voting stock, shares or equity of an entity or ownership of five thousand dollars (\$5,000.00) or more of the equity or market value of the entity; or

b. Funds received by the person from the other person or entity either during the previous twelve (12) months equaled or exceeded five thousand dollars (\$5,000.00) in

salary, bonuses, commissions or professional fees, or ten (10) percent of the recipient's gross income during that period, whichever is less; or

c. The person serves as a corporate officer or member of the board of directors or other governing board of the for-profit entity other than a corporate entity owned or created by the city council; or

d. The person is a creditor, debtor or guarantor of the other person or entity in an amount of five thousand dollars (\$5,000.00) or more.

(4) *Substantial interest in real property* means an equitable or legal ownership interest in real property with a fair market value of five thousand dollars (\$5,000.00) or more.

(j) *Ethics complaint* means a written document alleging a violation of this Article by a city official or employee. All ethics complaints filed with the city shall contain the following:

(1) A brief statement specifically identifying the name and title of the city official or employee against whom the complaint is filed. An ethics complaint may not allege violations and/or seek action against more than one city official or employee;

(2) A numbered list separately identifying each improper act which the city official or employee is alleged to have committed, including 1) the date of any such alleged offense(s); 2) the specific section(s) of this Article that each act is alleged to be in violation of; and 3) the factual basis for each alleged violation;

(3) A sworn and notarized statement by the complainant attesting that all information in the complaint is true to the complainant's information and knowledge;

(4) Email address, phone number and mailing address where the complainant may be contacted; and

(5) The complainant's residential address within the city limits.

(k) *Reprimand* means an official reproof, reprehension, or rebuke of a wrong. A reprimand shall be effectuated by resolution of the mayor and council.

(l) *Respondent* means a city official or employee charged with a violation of this Article.

Sec. 2-378. - Standards of conduct.

(a) No city official or employee shall use such position to secure special privileges or exemptions for such person or others, or to secure confidential information for any purpose other than official responsibilities.

(b) No city official or employee, in any matter before the body in which he/she has a substantial interest, shall fail to disclose for the common good for the record such interest prior to any discussion or vote.

(c) No city official or employee shall act as an agent or attorney for another in any matter before the city council or any city body.

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

(e) No city official or employee shall enter into any contract with the city except as specifically authorized by state statutes. Any city official or employee who has a proprietary interest in an agency doing business with the city shall make known that interest in writing to the city council and the city clerk.

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

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

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- 140 (h) No city official or employee shall solicit or accept other employment to be performed or
141 compensation to be received while still a city official or employee if the employment or
142 compensation could reasonably be expected to impair in judgment or performance of that
143 official's or employee's city duties.
- 144 (i) If a city official or employee accepts or is soliciting a promise of future employment from
145 any person or entity who has a substantial interest in a person, entity or property which
146 would be affected by any decision upon which the official or employee might reasonably be
147 expected to act, investigate, advise, or make a recommendation, the official or employee
148 shall disclose the fact to the body on which he or she serves, or to his/her supervisor, and
149 shall take no further action or matters regarding the potential future employer.
- 150 (j) No city official or employee shall use city facilities, personnel, equipment or supplies for
151 private purposes, except to the extent such are lawfully available to the public.
- 152 (k) No city official or employee shall grant or make available to any person any consideration,
153 treatment, advantage or favor beyond that which it is the general practice to grant or make
154 available to the public at large.
- 155 (l) No city official or employee shall directly or indirectly solicit from a person or entity a gift,
156 loan, favor, promise, or thing of value for him/herself or another person or entity if the city
157 official or employee is, at the time of such solicitation, involved in any official act or action
158 which would result in a benefit to the person or entity from whom the gift, loan, favor,
159 promise or thing of value is solicited. However, the above prohibition shall not apply in the
160 case of:

(1) Occasional unsolicited non-monetary gift(s) and/or trinket(s) with a value of less than one hundred dollars (\$100.00), such as a calendar, memento, pen, and/or admission to or consumption of food and/or beverages at a function, social setting or event;

(2) An award publicly presented in recognition of public service;

(3) Any transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;

(4) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;

(5) Campaign contributions made and reported in accordance with Georgia laws;

(6) Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value shall not include" as now or hereafter amended; or

(7) Food, beverage or expenses afforded city officials or employees, members of their families, or others that are associated with normal and customary business or social functions or activities.

Sec. 2-379. - Prohibition of conflict of interest.

A city official or employee may not participate in a vote or decision on a matter affecting a person in whom the official or employee has a Substantial Interest or a matter affecting any property in which the official has a Substantial Interest in real property; in addition, a city official or employee who serves as a corporate officer or member of a board of directors of a nonprofit entity may not participate in a vote or decision regarding funding of the entity by or through the city. Where the interest of a city official or employee in the subject matter or a vote

or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest.

Sec. 2-380. – Conflict of Interest Exemptions.

The provisions of this Article shall not be construed to require the filing of any information relating to any person's connection with, or interest in, any professional society or any charitable, religious, social, fraternal, educational, recreational, public service, civil or political organization not conducted as a business enterprise or governmental agency, and which is not engaged in the ownership or conduct of a business enterprise or governmental agency.

Sec. 2-381. - Severability.

The provisions of this Article are severable. If any provision of this Article or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Article which can be given effect without the invalid provisions or application.

Sec. 2-382. - Penalty.

(a) Any respondent found to have violated the provisions of this Article shall be subject to:

(1) Public reprimand and/or censure by the mayor and council;

(2) A fine greater than one hundred dollars (\$100.00) but less than five hundred dollars (\$500.00); and

(3) Request for resignation by the mayor and council.

Sec. 2-383. - Filing of complaints.

(a) Only residents of the city may file a complaint under this Article. A complaint filed by a non-resident shall not be acted upon.

(b) All ethics complaints shall be filed with the city clerk. The city clerk, or his/her designee, shall email a copy of any such complaint to the city council, the city manager and the respondent(s) named in the complaint within five (5) calendar days of such filing.

(c) To discourage the filing of complaints under this Article solely for political purposes, complaints brought under this Article against a municipal election candidate filed sixty (60) calendar days prior to the opening date of qualifying for municipal office through the date of certification of the election results will not be acted upon until the election results for that office have been certified. Deadlines under this Article shall be tolled during such period. Action shall thereafter only be taken upon the ethics complaint if the candidate against whom the complaint is filed is elected to that term of office.

Sec. 2-384. - Service of documents by respondent and complainant.

(a) Within three (3) calendar days of the filing of an ethics complaint with the city clerk, the complainant shall serve by mail the individual members of the city council, the city manager and the respondent named in the complaint with a copy of the complaint at their official city addresses.

(b) The respondent may file a response to the ethics complaint with the city clerk, but is not required to do so.

(c) The complainant and the respondent shall serve each other, the city manager and the individual members of the city council with copies of all documents filed by them with the city clerk relating to the ethics complaint, by certified mail, return receipt requested or statutory overnight delivery, within three (3) calendar days of the date that any such document is filed.

(d) The complainant and the respondent shall file with the city clerk proof of mailing of all mailings required under this Article within three (3) business days of such document being mailed. Such proof of service shall contain a copied and/or printed form provided by the postal facility which evidences the recipient, tracking number and date of such mailing. The city clerk shall verify that the correct address was indicated on the envelope.

Sec. 2-385. - Action upon complaints.

(a) Independent Ethics Hearings:

(1) Consistent with this subsection, the City of Stonecrest shall appoint an Independent Administrative Law Judge ("ALJ") to adjudicate all ethics complaints for the City. Within thirty (30) days following the initial election of Mayor, the Chief Judge of the Superior Court of DeKalb County shall appoint an ALJ to a two (2) year term, who shall adjudicate all ethics complaints for the City.

(2) The ALJ shall have the authority to dismiss any claim that fails to state an ethics violation in accordance with this Article. The ALJ may hold evidentiary hearings to determine the facts and validity of each claim. The ALJ shall have the authority to levy fines, issue public reprimands or warnings, and refer violations to the DeKalb County Solicitor or DeKalb County District Attorney for further criminal investigation if needed. The ALJ may also recommend that a City official or City employee be removed from office or position for violations of this section, including but not limited to violations of the conflict of interest rules.

(3) The ALJ shall be compensated either on an hourly rate or at fixed fee per complaint, provided that such compensation shall be set by the City Council in its reasonable discretion at an amount comparable to that of similar part-time judicial and administrative hearing

positions. The ALJ shall have all reasonable itemized expenses reimbursed in compliance with City reimbursement policies.

(b) Mayor and City Council

(1) The mayor and council shall hear and render decisions on all ethics complaints filed with the city. A quorum for purposes of taking action upon an ethics complaint is the mayor and two councilmembers. If the mayor is a respondent to the ethics complaint, three councilmembers shall constitute a quorum. If less than three (3) councilmembers are available to constitute a quorum, due to the provisions in section 2-388 and/or 2-389 of this Article, the Complaint shall be heard before an Administrative Law Judge (“ALJ”) in an administrative hearing. Ethics complaints shall be reviewed as follows:

(A.) Preliminary review of ethics complaints:

(1.) The city clerk shall schedule a meeting to occur within sixty (60) calendar days of an ethics complaint's filing for the mayor and council to vote upon whether the complaint will be dismissed or proceed to an administrative hearing, and shall mail notice of such meeting to the complainant and the respondent at least thirty (30) days prior to such meeting.

(2.) The mayor and council may dismiss any ethics complaints that they determine to be unjustified, frivolous or patently unfounded; substantially noncompliant with the requirements of this Article; or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The city clerk shall mail to the complainant and respondent the outcome of the preliminary review within five (5) calendar days of such meeting.

(3.) If the mayor and council determine that the ethics complaint should proceed to an administrative hearing, the city clerk shall schedule such hearing to occur within thirty (30) calendar days of the mayor and council's vote at the preliminary review.

(B.) Administrative hearing on ethics complaints:

(1.) Should an ethics complaint proceed to an evidentiary hearing, the complainant and the respondent shall have the right to be represented by counsel; to hear, present and examine the evidence and witnesses; and to oppose or try to mitigate the allegations. The mayor and council may establish time limits, and other protocol, for the presentation of evidence and argument.

(2.) The mayor and council shall render a final decision on the ethics complaint at an open meeting within thirty (30) calendar days of the conclusion of the hearing.

(3.) The city clerk shall mail to the complainant and the respondent the mayor and council's final decision on the ethics complaint within five (5) calendar days of such decision.

(C) The mayor and council may vote to continue and/or postpone a scheduled meeting and/or hearing on an ethics complaint to a later selected date, as necessary. The grounds and date for the reset shall be stated in the official minutes for such meeting. The city clerk shall email to the complainant and the respondent notice of the reset meeting date within five (5) calendar days of such vote.

(c) Citizen Ethics Board

(1) The Citizen Ethics Board shall investigate all ethics complaints filed with the City. All members of the Board shall be known for their personal integrity and shall reflect the diversity of the City with regard to race, color, creed, religion, gender, marital status, sexual orientation, national origin, gender identity, age and disability.

(2) The mission of the Citizen Ethics Board is to protect the integrity of the City government by providing an equitable and fair process for addressing ethical questions and rendering opinions on possible violations of the ethics code.

(A.) Membership

(1.) The Ethics Board shall be composed of five (5) members. Each Board member shall be nominated by the Mayor and approved by the City Council.

(2.) The members of the Board shall be selected as follows:

a. Two (2) members of the Georgia Bar Association, each member shall be in good standing.

b. Two (2) members of the Stonecrest Chamber of Commerce, members shall not be an attorney.

c. One (1) member of a local civic association, member shall not be an attorney.

(3.) Each Board member must be either a resident of the City or an owner of a business domiciled in the City. Should the committee member move out of the City or no longer be an owner of a business domiciled in the City, he/she may remain active until the Mayor and City council appoint his/her replacement.

(4.) Each member shall serve a term of four (4) years.

(5.) Members filling vacancies shall serve the remainder of the term to which they were appointed. A consecutive appointment is permissible. Members whose terms expire shall continue to serve until a replacement is appointed or a consecutive appointment is made.

(6.) Members shall serve without compensation. Reasonable expenses for travel may be reimbursed and members may be compensated to a policy to be established by the City Manager and approved by the City Council.

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318 (7.) Members shall be prohibited from engaging in City election political activities and from
319 making campaign contributions to candidates in city elections during their terms as board
320 members. Violation of this subsection may be punished by removal from board membership
321 by a majority vote of the members.

322 (B.) Governance

323 (1.) The Board shall elect a chairman to conduct meetings and a vice chairman by a majority
324 vote of the serving members. The vice chairman shall conduct meetings in the absence of the
325 chairman. Elections shall be held at the first meeting. The chairman shall serve for one (1)
326 year or until a successor is appointed. The vice chairman shall serve for one (1) year or until
327 a successor is appointed. The Board shall select one of its members to be the secretary.

328 (2.) A majority of the actual number of board members establishes a quorum.

329 (3.) All meetings shall be open to the public and all records maintained by the Board shall
330 be public records unless expressly exempted by a provision of the Georgia Open Records
331 Act. Each meeting shall be publicized in the same manner as meetings of the Mayor and
332 City Council.

333 (4.) The meetings of the Board shall be governed by Robert's Rules of Order.

334 (5.) The Board shall keep minutes on its proceedings, showing the vote (if any) of each
335 member, and records of its examinations and other official actions, all of which must be
336 filed with the City Clerk. Copies of the minutes shall be sent to the Mayor and each member
337 of the City Council.

338 (6.) The Board will report in writing to the Mayor and City Council after each Board
339 meeting.

340 (C.) Review of ethics complaints:

(1.) The City Clerk shall schedule a board meeting to occur within sixty (60) calendar days of an ethics complaint's filing for the Board to convene and investigate any alleged violation of the code of ethics. The clerk shall mail notice of the board meeting to the complainant and the respondent at least thirty (30) days prior to such meeting. Board meetings shall be open to the public.

(2.) The board shall render an advisory opinion based on the facts of the complaint. Compliance with the opinion of the Board shall serve as mitigation in any proceedings against such person for violation of this subsection. Advisory opinions shall be maintained by the City Clerk as required by the Georgia Open Records Act.

(3.) Advisory Opinions shall be presented to Mayor and City Council at the council meeting immediately following each Board meeting.

Sec. 2-386. - Charge of noncompliance.

(a) After the filing of an ethics complaint, but at least five (5) days prior to the preliminary hearing, or evidentiary hearing if one is set, the respondent and/or complainant may file a charge of noncompliance with the city clerk, alleging that the complainant, respondent and/or any city employee/official has failed to meet a required deadline under this Article. This paragraph is strictly limited to grievances with respect to procedural deadlines set forth under this Article, and may not be used to seek review of alleged ethics violations. Additionally, a separate charge must be filed against each city employee and/or official who is alleged to have violated a procedural deadline set forth under this Article. The charge must identify the filer of the charge, the person against whom the charge is made, and the alleged missed deadline.

(b) The city clerk, or his/her designee, shall email a copy of such charge to the mayor and council, city manager, respondent, complainant and the employee and/or official against whom the charge is made, within five (5) calendar days of such filing. The city clerk shall not be required to email a copy of the charge to the respondent and/or complainant who filed the charge. The city manager shall cause for corrective action to be taken for any missed deadline under this Article by a city employee.

(c) The filer of the charge may also raise the charge of noncompliance as a threshold issue at the next scheduled public meeting on the ethics complaint. The mayor and council shall thereafter vote to determine whether the alleged deadline was missed. The mayor and council's finding of a material failure by the complainant to comply with this Article at any time may result in the ethics complaint's dismissal. The council's finding of a missed deadline by a city employee and/or official, without a finding of contributing negligence by the filer of the charge, shall give the filer of the charge the option to have the proceeding continued to the next available council meeting in lieu of being heard further that day.

Sec. 2-387. - Bar against subsequent complaints.

(a) The dismissal of an ethics complaint by the mayor and council on procedural grounds shall bar the complainant from filing any subsequent complaint against the same respondent for a period of three (3) months from the date of such dismissal.

(b) Should the mayor and council deny an ethics complaint on jurisdictional grounds, and/or determine that the evidence does not establish that the respondent has committed a violation of any provision of this Article, the complainant shall be barred from filing any subsequent ethics complaint against the respondent arising from the same facts and circumstances as the adjudicated complaint.

Sec. 2-388. - Participation by accused members.

(a) If the mayor or city councilmember is charged with a violation of this Article, he/she shall not:

(1) Participate in, preside over, remain in his/her place on the dais, or have any other direct or indirect involvement with the consideration or deliberation by the mayor and council of the ethics complaint; or

(2) Substantively discuss the pending ethics complaint, including any of the facts, circumstances, or allegations supporting it with the mayor, any other councilmember, or any official or employee of the city, except at the meetings and/or hearings on the complaint. This provision shall not prevent the mayor or any city councilmember from communicating with city employees and officials with respect to facilitating and receiving required filings and notices under this Article.

Sec. 2-389. - Participation by complaining official.

If the mayor or any city councilmember files, initiates, and/or encourages the filing of an ethics complaint against a respondent, he/she shall not actively preside over the consideration of the complaint before the city council.

Sec. 2-390. - Statute of limitations.

(a) No ethics complaint shall be permitted under this Article unless such complaint is filed within six (6) months of the commission of the act complained of, provided, however, the limitation shall be tolled during the period that the alleged offense is unknown to the complainant. Under no circumstances, however, shall any period be tolled where the complainant knew and/or should have known about the alleged violation and/or where the

facts surrounding the offense were published by a news outlet, discussed at a public meeting and/or otherwise known to the general public.

(b) No proceeding under this Article shall be instituted and/or prosecuted after the expiration of the respondent's term of office during which the offense is alleged, if not re-elected immediately following such term, and/or after the resignation, death, vacancy, disqualification and/or withdrawal of the respondent from office.

Sec. 2-391. - Right to appeal.

An appeal of any adverse decision of the mayor and council rendered under this Article shall be commenced by filing a petition for a writ of certiorari in the Superior Court of DeKalb County as provided by law.

Secs. 2-392 – 3-99. - Reserved.”

Section 2:

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.
2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed

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by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.

5. The within ordinance shall become effective upon its adoption.

6. The provisions of this Ordinance shall become and be made part of The Code of the City of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED AND EFFECTIVE this the ____ day of _____, 2019.

Approved:

Jason Lary, Sr., Mayor

As to form:

Winston A. Denmark., City Attorney

Attest:

Leah Rodriguez, Interim City Clerk



WORK SESSION AGENDA ITEM

SUBJECT: City Website Design and Replacement Proposal

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session: 02/25/2019

Council Meeting: 02/25/2019

SUBMITTED BY: Michael Harris, City Manager

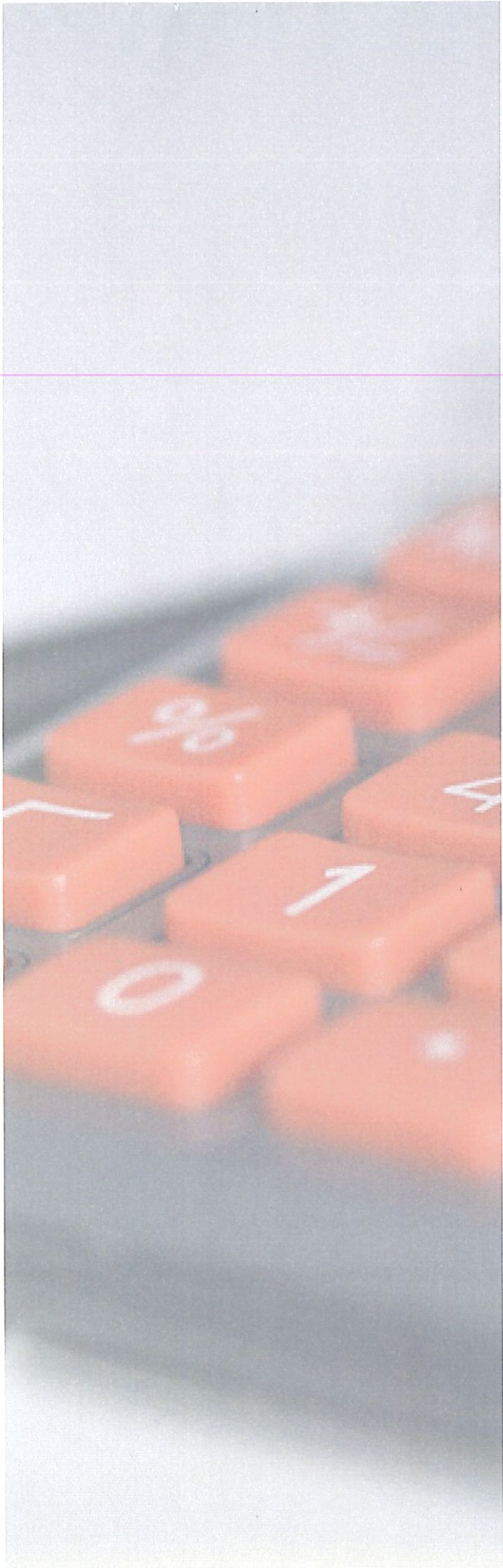
PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval by Mayor Lary and Council



Proposed Investment Estimate

We will want to talk with you in more detail about your goals, expectations, and vision before we finalize your scope so we deliver what you need, when you need it.

Year 1 Investment Proposal

All quotes are priced per project and presented in US dollars.

Pricing is valid for 60 days from August 24, 2018.

As detailed in the proposal, Stonecrest's project development includes:

✓ Website Design, Development & Deployment

- CivicEngage Content Management System (including upgrades, hosting, maintenance, and support)
- Migration of up to 76 pages of existing content for URL: www.stonecrestga.gov
- Included Hosting and Security Package
- One (1) SSL Certificate

✓ Professional Consulting Services & Training

- Three (3) Days Web-Based Implementation Training for up to six (6) staff members/session

✓ Project Enhancements & Functionality

- CivicEngage Send
- Department Header Package
- ADFS

Total Investment – Year 1 \$38,500

Annual Investment

Year 2 and Beyond

✓ Annual Hosting/Maintenance Service (Beginning year 2)

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance, and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Annual Hosting
& Maintenance
(Beginning year 2)

\$6,500

CivicPlus Advantage - Three (3) Year Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment	\$17,167	3rd Year CPA Payment.....	\$17,167
2nd Year CPA Payment.....	\$17,167	4th Year Annual	\$6,825
		(annual + 5% technology fee)	

CivicPlus Advantage -Four (4) Year Alternate Payment Plan

1st Year CPA Payment	\$14,500	4th Year CPA Payment.....	\$14,500
2nd Year CPA Payment.....	\$14,500	5th Year Annual	\$6,825
3rd Year CPA Payment.....	\$14,500	(annual + 5% technology fee)	

Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative, and up-to-date!

Optional Enhancement

FUNCTIONALITY OPTIONS	ONE-TIME	ANNUAL
AudioEye: Full Ally Managed Service	N/A	\$3,500

AudioEye: Full Ally Managed Service

More accessible. More usable. More people.

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy-to-use interface.

Conforming to Web Content Accessibility Guidelines (WCAG) 2.0 has never been easier. AudioEye provides you:

- AudioEye's Full Ally Managed Service
- Proprietary automated testing suite
- Detect Section 508 & WCAG 2.0 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis & usability testing
- Support, training, & consulting from subject matter experts
- Ally Toolbar - Web Personalization Tools

✓ ALLY MANAGED SERVICE

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology - a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

✓ DIGITAL ACCESSIBILITY PLATFORM

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

✓ ALLY TOOLBAR

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls

Request for Qualifications for City Website Design and Replacement

RFQ

Date issued:

1. INTRODUCTION

1(A) Background

Stonecrest, GA, was officially incorporated as DeKalb County's newest city in 2017. The City's inaugural mayor and council are using an innovative public-private partnership to deliver the high quality of service Stonecrest's 55,000 residents and business owners deserve. With its rich history, strong community support, desirable location and mix of residential, office, commercial and industrial properties, along with parks and green space, the City of Stonecrest is poised for success well into the future.

For more information about the City of Stonecrest, visit <http://www.Stonecrestga.gov>

1(B) RFQ Purpose

The goal for the City is to have a website with the technology to support online services, house high quality videos, along with integrated social media tools. The City is requesting qualifications from vendors specializing in web design services able to meet the requirements in this document for the City's new website. The planned website redesign project will start this current fiscal year 2017.

1(C) RFQ Cover Sheet

CITY OF STONECREST RFQ City Website Design and Replacement Response Cover Sheet
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	Yes	No
Has your company operated at least 1 year without interruption?	☐	☐
Does any employee or official of the City have any financial or other interest in your firm?	☐	☐
Has your company been disqualified by any public agency from participation in public contracts?	☐	☐

Please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS ☐ Corporation ☐ Partnership (general) ☐ Partnership (limited)
☐ Sole Proprietorship ☐ Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME(PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

2. RFQ INSTRUCTIONS AND INFORMATION

2(A) RFQ Timeline

Day/Date	Description
	Advertisement announcing RFQ will be placed in Stonecrest. RFQ placed on City of Stonecrest website and Georgia Municipal Association Website. RFQs available to vendors via email notification and access to website.
	Vendors' written questions must be received by the RFQ Coordinator (Section 2C) using the Question Submittal Form in Section 6.
	Written answers from the City for pertinent questions by vendors posed on the Question Submittal Form, Section 6 by the above date.
	RFQ responses must be received by the Purchasing Office at the 4119 Adrian Street, Stonecrest, GA 30084. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.
	Vendors' responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which vendors will be considered finalists.
	A decision is made as to which vendor(s) will be called for onsite or web-based demonstrations. All vendors will be notified of the City's decision.
	On-site or web-based interviews/demonstrations will be conducted throughout the week for finalists. <i>**Additional demonstrations may be scheduled if deemed necessary by the City.</i>
	Award to apparent successful vendor is made subject to successful negotiation of terms and conditions. Notice of Award to selected vendor posted on website.

2(B) Selection and Evaluation Team

	Team Leader
	Team Member

	Team Member
	Team Member
	Team Member

2(C) RFQ Coordinator

	Purchasing Manager	Physical Address: 4119 Adrian St Stonecrest, GA 30084 Mailing Address: 4119 Adrian St Stonecrest, GA 30084 Email address: purchasing@Stonecrestga.gov Any and all communication to the Purchasing Manager relative to this requirement must be via email.
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2(D) RFQ Evaluation Criteria

An evaluation team composed of the members of the Selection and Evaluation Team listed in Section 2(B) and others will evaluate the RFQ responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Stonecrest reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFQ response and any other items deemed appropriate by the City of Stonecrest.

If an award is made as a result of this RFQ, it shall be awarded to the vendor whose proposal will lead to the best product for the City with the quality of design, CMS, along with price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFQ.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether or not a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the City:

1. The ability, capacity and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
3. The vendor can provide a content management system that meets the requirements of the City
4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.
5. The previous and existing compliance by the vendor with laws relating to the contract or services.
6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
7. The vendor is not qualified for the work or to the full extent of the RFQ.
8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The vendor failed to settle bills for labor or materials on past or current public or private contracts.
10. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
11. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
12. More likely than not, the vendor will be unable, financially or otherwise, to perform the work.
13. At the time project award, the apparent successful vendor must obtain a City of Stonecrest business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by the City.

2(E) Notices and Response Criteria

2(E)1 Good Faith

This RFQ has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFQ, the RFQ process and/or the program, which is outlined within this RFQ at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFQ are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFQ will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFQ responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFQ finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFQ finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

2(E)8 Single Response

A single response to the RFQ may be deemed a failure of competition, and in the best interest of the City, the RFQ may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFQ does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well –suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(E)11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFQ Coordinator. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act. If any information is

marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(E)15 Funding

Any contract entered into as a result of this RFQ is contingent upon the continued funding by the City of Stonecrest.

3. SCOPE OF SERVICES

3(A)1 Project Goals

The primary goal of this project is to replace the current website with a new and improved website, along with an updated Content Management System. The new website will be easier for users to navigate, more efficient for City staff to manage, and provide a wide variety of services to the citizens of the City of Stonecrest. The Vendor will provide the City with an information ready, turn-key website that City staff can immediately begin to migrate information into.

Short Term Goals

1. Improve the tools that support updating the website, i.e.; content management system (CMS).
2. Improve the information architecture that supports easy navigation of the site to key City services.
3. Redesign the website with a new look and feel supporting the branding efforts of the City and reflecting the diverse make up and vision of the citizens of the City.

Long Term Goals

1. Improve the timeliness of content published to the website.
2. Expand the services the City offers to citizens on the website.
3. Enable updating the look and feel of the website on an as-needed basis.
4. Expand the amount of information the City publishes on the website.
5. Ensure easy accessibility and navigational user experience, encouraging citizens to return.
6. Visually reflect the values and character of the City.

3(A)2 Project Objectives

1. Redesign the information architecture of the City's website.
2. Replace or upgrade the existing website CMS software.
3. Implement electronic workflow for all proposed web postings for approval and promotion.
4. Redesign the look and feel of the website.
5. Update and implement website technology management policy and best practices
 - a. Identify and formalize content contributors from each department who will ensure that all content is accurate and up to date.
 - b. Identify and formalize use of web social networking tools.
 - c. Identify and formalize acceptable website content and links to outside resources.
 - d. Identify and provide web information management tools to comply with the State of Georgia Public Records retention guidelines. This will include the storing of each information update.
6. Provide for full integration with existing e-government applications currently in use and provide for easy integration with future e-government applications.

3(A) 3 Scope of Work

Vendors replying to this RFQ will be asked to organize and itemize their submissions into five (5) main areas for the City's consideration of their services: scope of design services offered, examples of previous designs; proposed content management system (CMS) software; available hosting options; and options for training.

The City reserves the right to award the entire project to a single vendor or split the award to separate vendors for specific work.

A. The Vendor(s) will be responsible for the following:

- 1) Redesign the City website look and feel to support the City's updated brand as well as the design needs of specific departments/services.*
 - Provide a project plan for the design phase of the website replacement project.
 - New website content information architecture that supports easy navigation to key services.
 - Determine a consistent look and feel for the website, including color schemes, graphic elements, and navigation tools that provide straightforward navigation within a unifying graphic theme as well as flexibility for the branding of different City departments/services.
 - Provide design mock ups of primary website sections: Home page, Departments, A Projects Page (not currently on website), Visitors, Businesses, Residents, Contact Us, Community Calendar, FAQs.
- 2) Apply website redesign mockups to website CMS software implementation to enable information ready website.
 - Provide a website CMS software implementation project plan. This can be integrated with the overall project plan.
 - Install and configure website CMS software on City server infrastructure.
 - Consult with City staff to determine how the website CMS navigation will support the City template requirements.
 - Create website templates that meet ADA / 508 standards compliance.
- 3) Website CMS training for site administrators and content contributors.

**** A deliverable of the City of Stonecrest Branding project is an informal website design of what the website could look like to support the updated brand. It is not currently known if this deliverable will be directly applied to the website replacement project.***

B. The successful Vendor(s) will deliver the following:

- 1) Look and Feel Design
 - The Vendor shall provide a minimum of three (3) designs of the proposed website that adhere to the branding style and standards (to be provided by the City).
 - The Vendor will work with the City Information Technology Department to determine a new website content information architecture navigation framework to support easy navigation to key City services.
 - The Vendor may be required to work with the City marketing and public relations team and assist in design analysis and style integration fit/gap.

- 2) CMS
 - The Vendor shall provide a comprehensive CMS solution.
 - The CMS software proposed should not be a beta, release candidate or other early adopter technology.
 - The CMS shall be accessible via external access.
 - The Vendor will provide a search engine solution that will support indexing of all contents within the CMS as well as external City website resources.
- 3) Website
 - The Vendor shall provide a fully operational and working website framework ("information ready"). City staff should be able to immediately begin updating and migrating information.
 - The website shall integrate all existing e-government applications and shall be designed for easy integration of additional e-government applications.
 - The Website should be viable on mobile devices. (ex. iPhones, iPads, Android phones and tablets.)
- 4) Training
 - The Vendor will provide full and complete training on the use of the CMS.

C. The City of Stonecrest will be responsible for:

- 1) Collaborating with the website design vendor in determining key services for inclusion in the updated information architecture that will support easy navigation of the site to key City services.
- 2) Specify website CMS template requirements.
- 3) Website governance, i.e. user roles, permissions, and approval levels.

3(A)4 Website Content Management Software

3(A) 4.1 Software Needs Summary

The City is looking for website content management software that will; be adaptable to current and changing technology, enable content subject matter experts to efficiently publish and manage their content on the City website, and provide easy access of City services to website visitors.

3(A) 4.2 Product Requirements

Product requirements are outlined below. This list is a comprehensive set of requested features based on input from the City departments' website administrators and the IT staff members' requirements.

General Website Content Management System features:

1. Content Editor

- WYSIWYG rich text editor
- Spell checker
- Ability to limit certain features of WYSIWYG editor to maintain common look and feel throughout the website.
- Content publisher control of associated meta data

2. Content Management

- Ability to organize and manage uploaded documents and images.
- Ability to archive outdated documents and images.
- Ability to optimize uploaded pictures and graphic files for quickest page loading.
- Interactive photo galleries to publish and display photo assets.
- Document galleries to organize and publish documents according to subject matter.
- List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list.
Example list content: contacts and links.
- Ability to determine specify a publishing schedule for specific content
- Versioning and indexing of content to meet State of Georgia Records Retention and Retrieval requirements.
- Multi-lingual Content Integration with website content translation capabilities in up to five (5) languages.

3. Navigation

- MEGA Drop Down Menus
- Breadcrumb navigation
- Secondary level navigation within specific content subject matter areas
- Friendly URL's
- Addition of external pages to navigation
- Flexible navigation tools that facilitate management of common links across site.
- Ability to reorganize content to different sections of the website without manually changing content links.

4. Master Calendar Functionality

- Master calendar to share events, meetings, holidays, etc. that can be managed in a main calendar and shared across the website by content/subject matter category.
- iCal links for users to add events to desktop calendar programs such as Outlook.
- The ability to create interactive maps of event locations.
- Provide RSS feeds by calendar based on content creator defined categories.

5. Forms

- Standard contact forms
- Ability to easily add custom forms to site pages and manage content produced by the forms
- Surveys and ad hoc reporting

6. Security/Authorization

- Ability to centrally add and manage users and specify access rights
- Ability to create groups with different access rights

- Ability to limit certain group members from specific content and content management functionality
- Ability to manage logged in users
- Publishing Workflow with ability to customize by security group and user
- Audit trail and reports of changes to content within the CMS

7. Additional Functionality

- RSS consumption and display of external resources
- RSS production on frequently updated content such as news releases and calendar events.
- "Share This" social networking site links for site visitors to share content on Facebook, Twitter, etc.
- Site templates must be ADA / 508 standards compliant
- CSS template features for viewing text only, printing, and mobile access versions of the site.
- Software Development Kit - Ability for the IT Department or outside Vendor to create custom pages and content within the site's templates to facilitate integration of other e-Gov services software such as GIS, permitting, online bill payment, etc.
- Search engine that can be directed to index both internally and externally hosted website resources.
- Ability to manage an interactive multimedia top stories section within the CMS.

3(A) 4.3 Technical Requirements

- Hosted by the vendor or within City's current Microsoft server environment on Microsoft Server 2012 server and Microsoft SQL Server 2008. If the City hosts the site it intends to remain with Microsoft IIS for web services,
- Active Directory authentication integration if possible.
- Ability to have separate development and production environments.
- Vendors will have the ability and will allow City staff to perform a hands-on demo/test of the software during the website CMS selection process.
 - Demos will be as close to current production environment as possible.
 - Documentation of additional functionality and performance differences from demo will be provided.

3(A) 4.4 Site Look and Feel

- Site must display correctly in all version for major browsers, e.g. Internet Explorer, FireFox, Google Chrome, Opera, etc.
- Site themes and/or style sheets that maintain common look and feel throughout website.
- Department / Service Marketability – ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel.

4. ADDITIONAL INFORMATION

The information that is provided in your responses should answers all questions as indicated in the RFQ Response Submittal checklist in Section 8.

4(A) Technical Questions

4(A)1. Content Editor and Management

- 1) Does the CMS software provide a WYSIWYG rich text editor an easy interface for nontechnical users to update content? If yes, please describe in detail, addressing how the editor manages HTML tags, tables, links, images, spellchecking, and other features.
- 2) Can WYSIWYG capabilities be turned off for source code editing? If yes, please describe how this is accomplished.
- 3) Can administrators limit certain features of the WYSIWYG editor? Please describe the features that can be controlled and how the control functionality is accomplished.
- 4) Describe the CMS software meta data management tools.
- 5) Can content live in multiple areas or be referenced in multiple areas? If yes, please describe the functionality and management of this feature.

4(A)2. Archiving and Roll Back and Restore Functionality

- 1) As pages are updated, are existing versions automatically archived? Is there a limit to the number of archived versions?
- 2) Describe the CMS software's version control of content and rollback to the previous versions of content and documents/pages.
- 3) Does the CMS generate an audit trail and reports for the content that was updated? If yes, please describe this functionality.

4(A)3. Content Scheduling

- 1) Describe the CMS ability to schedule publishing or deletion/archive of content based on date, time and/or approval, etc.
- 2) Describe how the CMS assigns expiration dates and handles expired pages (automatic e-mail notifications, link updates, removal of expired pages, follow up tasks, etc.).

4(A)4. Navigation

- 1) Describe the ability of users to create new navigation menus.
- 2) Describe the ability of users to move or change the placement of navigation menus.
- 3) Does the CMS software manage content and links for MEGA Drop Down Menus in it's global navigation? If yes, please describe how this is accomplished.
- 4) Does the CMS software manage navigation and display of interactive content such as tabbed content areas? If yes, please describe how this is accomplished.

- 5) Does the CMS software support the addition of external links to the global and secondary navigation? If yes, please describe how this is accomplished.
- 6) Does the CMS software support notification of users when they are leaving the site? If yes, please describe how this is accomplished.
- 7) Is 'breadcrumb' navigation automatically created and maintained by the software on every page of content? If yes, please describe how this content and links is managed.
- 8) Does the CMS support the ability to generate friendly URLs? If yes, please describe how this is accomplished.

4(A)5. Master Calendar Functionality

- 1) Describe the website calendar functionality.
- 2) Does the calendar support item categories and the custom display of calendar items by category across the site? If yes, please describe how this is accomplished.
- 3) Does the calendar create event reminders for site users to download event reminders to their own calendar applications? If yes, please describe how this is accomplished.

4(A)6. Security/Authorization

- 1) How are users and user groups created and managed? If yes, please describe how this is accomplished.
- 2) Can users with different access rights be created? Can groups with different access rights be created? If yes, please describe how this is accomplished.
- 3) Are there pre-defined users and/or group types included or specified with in the CMS software? If yes, please describe these users and/or group types.
- 4) Can specific content ownership be managed down to the user level including reassigning ownership to another user or user group? If yes, please describe how this is accomplished.
- 5) Can only certain group members have access to certain functionality, including limiting what buttons are accessible in the HTML editor? If yes, please describe how this is accomplished.
- 6) Can size limitations/quotas be assigned to different files, folders, and/or sites? If yes, please describe how this is accomplished.
- 7) Describe the administrator's role and access to content and content management on the website.
- 8) Describe the CMS software's workflow management tools including the ability to customize the workflow, workflow notifications, and the auditing capabilities of the workflow system.

4(A)7. Other Features

- 1) Does the CMS software support the ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel? If yes, please describe how this is supported.

- 2) Does the CMS software produce RSS feeds? If yes, please describe the content this feature is available for and how it is managed within the software.
- 3) Does the CMS support social networking links for site visitors to share content on Facebook, Twitter, etc.? If yes, please describe this functionality and the ability to manage which sites are included in this feature.
- 4) Does the CMS meet ADA / 508 standards? If yes, please describe how this is accomplished.
- 5) Does the CMS support viewing text only, printing, and mobile access of content? If yes, please describe how this is accomplished and the mobile access systems are supported.
- 6) Does the CMS have a software development kit or other functionality to facilitate the integration of current and future e-government services software such as GIS, permitting, online bill payment, etc.? If yes, please describe how this type of integration can be accomplished.
- 7) Does the CMS have search and index capabilities both internally and externally hosted website resources? If yes, please describe the content that can be indexed and how search features are managed.
- 8) Please describe the opportunities that the proposed CMS solution has, if any, for Microsoft SharePoint integration.
- 9) Does the solution provide for the management of content in rotating content or slideshow type of content that could support a rotating news feature on the home page? If yes, please describe how the software supports this type of content.

4(B) Summary

Explain in one page or less how your solution will differentiate you from other vendors and why we should choose you as our successful vendor. List the unique features that give your company a competitive edge in the website design and replacement industry.

5. RFQ RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that No scanned RFQ response submissions will be accepted.

1. Vendor shall create one original response (**labeled "original"**) with original signature (See Tab 1) and **four (4) identical copies (for a total of five (5) responses)**.
2. The **original and each of the four (4) identical copies** shall be submitted in its own three-ring binder of sufficient size to contain the response.
3. The **original and each of the four (4) three-ring binders** shall be sent to the City Purchasing Manager's attention at the address shown in Section 2C, on or before the due date shown in Section 2A and in a box of sufficient size to hold all the responses.
4. In addition to the copies specified above the Vendor **MUST** include a CD or USB/flash drive of the entire response which shall be placed inside the front cover of the original response.

5. The RFQ name must be shown on the lower left-hand corner of the box.
6. The **original and each of the four (4) copies** shall be indexed in the suggested format with tabs as follows:

Tab #	Section	Description
1	1(C)	RFQ Cover Sheet
2	3	Acknowledgement of Scope of Services
3	n/a	Company Profile
4	n/a	Visual Examples of Previous Work
5	n/a	Visual Examples of Proposed Content Management System
6	4(A)1	Answers to Content Editor and Management Questions
7	4(A)2	Answers to Archiving Questions
8	4(A)3	Answers to Content Scheduling Questions
9	4(A)4	Answers to Navigation Questions
10	4(A)5	Answers to Master Calendar Functionality Questions
11	4(A)6	Answers to Security/Authorization Questions
12	4(A)7	Answers to Other Features Questions
13	4(B)	Summary

This checklist is intended merely as an aid to the Vendor in providing a response to this RFQ. The Vendor retains the sole responsibility for accuracy and completeness of the response.



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, LLC d/b/a CivicPlus ("CivicPlus") and Stonecrest, Georgia ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

- I. **WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. **WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. **WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.
7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify

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Master Services Agreement for Stonecrest, GA

Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under

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Master Services Agreement for Stonecrest, GA

Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
 - a. Any Addendum and/or Amendment to this Agreement signed by both Parties;
 - b. Exhibit A - Statement(s) of Work;
 - c. Service Agreement Sales Forms;
 - d. Service Agreements previously executed between the Parties; and
 - e. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, any addendum and/or amendment made to the main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.



Master Services Agreement for Stonecrest, GA

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms Annual

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

**Exhibit A.1 - CivicPlus Statement of Work #1**

All Quotes are in US Dollars and Valid for 30 Days from February 11, 2019

Project Development and Deployment	
- First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) - Server Storage not to exceed 25 GB - Services and Deliverables as described in Addendum 1 - Up to 76 total pages of content migration from https://www.stonecrestga.gov/ - Ongoing recurring 48-month redesign, as described in Addendum 2 3 Years of Agendas & Minutes in PDF or DOC format migrated 3 Days Virtual Implementation Training for up to 6 Client Staff Members	\$22,800
Project Enhancements	
- ADFS Setup & Hosting 1x SSL Certificate 1x Department Header Package - CivicEngage Send	Included
Total Fees Year 1	
	\$33,800
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)	
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	\$5,800
Total Annual Services	
	\$5,800

- Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
- This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
- The Total Fees Year 1 will be invoiced as follows:
 - Upon signing this SOW, thirty percent (30%) of the Total First Year Fees.
 - The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Fees Year 1.
- Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 3 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
- After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
- Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
- The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Addendum 1 to Exhibit A.1 - Project Development Division of Work****Detailed Scope of Services (PREMIUM)**

Phase 1 – Initiate				
CivicPlus Deliverables: Project Timeline				
Client Deliverables: Project Timeline Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Project Initiation & Review		X		Project Manager will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Manager will send initial project kickoff information to the client.
Project Kickoff (Meeting)			X	Project Manager will set the expectations for the website implementation process, assign client deliverables, due dates and collaborate with the client to understand goals for the project.
Project Timeline Preparation		X		Project Manager will coordinate the complete project timeline based on the agreed due date of the client deliverables established during the Project Kickoff Meeting and available internal resources. Project Manager will provide this timeline for the client to review and approve.
Project Timeline Review & Approval (MILESTONE)	X			Client will review the Project Timeline Proposal and request any changes necessary due to scheduling conflicts.

Phase 2 – Analyze				
CivicPlus Deliverables: Design & Configure Strategy Recommendations				
Client Deliverables: Design Discovery Form; Website Analytics; Photos for Design; DNS information; Website Layout approval Form; Design & Content Strategy Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Client Deliverables	X			Client will submit deliverables as outlined (Design Discovery Form; Website Analytics; Photos for Design; DNS information)
DNS Configuration		X		DNS Coordinator will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.
Website Content Review		X		Web Content Specialist will conduct an initial review of the client's existing website to gain an understanding of what will be required for content development. Content Specialist will create a site map documenting the existing website and note any questions requiring client feedback later in the process.
Design Discovery (Meeting)			X	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.
Content Process (Meeting)			X	Web Content Specialist will provide an overview of the content development process, assign tasks for content preparation and record content specifications.
Mood board & Layout Creation		X		Art Director will provide the completed Mood Board and Layout.
Mood Board & Layout Review and Approval	X			Client will provide written approval of website mood board.
Content Preparation & Updates	X			Client will review and update existing website in preparation for content development. All updates must be made prior to the due date to ensure they are included in the Content Migration & Optimization. Client will confirm understanding that any information added to client existing website after this date will not transfer to new CivicPlus website. It is the client's responsibility to track changes and update website during and after training session with CivicPlus trainer.



Exhibit A.1 for Stonecrest, GA

Phase 3 – Design & Configure				
<i>CivicPlus Deliverables:</i> Design Templates & Tools; Production Website				
<i>Client Deliverables:</i> Design Concept Review & Feedback; Design Concept Approval; Content Cut-off Approval; Production Website Feedback				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Design*		X		Graphic Design will prepare a functioning design to present during the Design Concept Meeting. (*Client will choose up to 3 unique design components.)
Design Concept (Meeting)			X	CivicEngage team will present the initial design concept on a functional production website environment.
Design Concept Review & Approval	X			Client will provide feedback on the website design concept. Completed changes will be returned to the client for any additional feedback or approval.
Design Concept Revisions		X		Graphic Design will make requested changes to the design concept.
Design Templates & Tools		X		Graphic Design will create templates and other design tools for website maintenance.
Training Engagement Coordination			X	Trainer will review project documentation and connect with Client to discuss training schedule, logistics and technology requirements to prepare for engagements.
Existing Website Change Tracking	X			Client record all changes made to their existing website during the CivicEngage Content Development process.
Content Cutoff Date (MILESTONE)	X			Client will confirm understanding that any information added to client existing website after this date will not transfer to new CivicPlus website.
Content Development*		X		CivicEngage team will migrate the content from the client existing site to the production website, as contracted for, and optimize using our best practices for usability and accessibility. Content Analyst will review website pages ensuring content is adhering to usability standards and the site content is consistent. Content Analyst will create spelling & broken links report and quality control report.
Quality Control - Production Website		X		CivicPlus will execute a thorough review of the production website in preparation for the website reveal meeting.
Website Reveal (Meeting)			X	CivicEngage team will present the completed website, including finished design and content.

Phase 4 – Optimize				
<i>CivicPlus Deliverables:</i> None				
<i>Client Deliverables:</i> Website Evaluation				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement Research & Preparation			X	Trainer completes internal coordination for training engagement.
Website Finalization	X			Client will evaluate the production website and confirm all expectations were met in accordance with the Statement of Work / project contract.

Phase 5 – Educate				
<i>CivicPlus Deliverables:</i> Instructor Led Training				
<i>Client Deliverables:</i> None				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement			X	Client will receive training from a Certified CivicPlus Trainer, as contracted for.



Phase 6 – Launch				
<i>CivicPlus Deliverables:</i> None				
<i>Client Deliverables:</i> Website Approval				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Launch Preparation			X	CivicEngage team will collaborate to complete final requirements in preparation for Website Launch day.
Website Approval (MILESTONE)	X			Client will approve completed website design and content.
Launch Confirmation (Meeting)			X	Project Manager will conduct a Check-In meeting with project stakeholders to ensure the website is ready for Launch as scheduled.
Website Launch			X	The new website is made available to the public with live domain name.
Project Close Out		X		Project Manager will introduce client to Account Manager and will complete the administrative tasks related to closing out the project.



Addendum 2 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Redesign	
• Design • New design for website layout and theme. • Content styling is updated to match theme. • Redesign of graphic button icons. • Project Management • Content • Migration of all existing content • Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client. • Content will not be rewritten, reformatted or broken up. • New pages will not be created. • Training • One (1) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project.	



Addendum 3 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network
	• Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms Annual

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



WORK SESSION AGENDA ITEM

SUBJECT: DeKalb Municipal Association Dues

☐ ORDINANCE	☐ POLICY	☐ STATUS REPORT
☐ DISCUSSION ONLY	☐ RESOLUTION	☒ OTHER

Work Session:

Council Meeting: 02/25/2019

SUBMITTED BY: Michael Harris, City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

DMA
DeKALB
MUNICIPAL
ASSOCIATION



RECEIVED FEB 11 2019

Mr. Michael C Harris
City of Stonecrest
City Manager
3120 Stonecrest Blvd
Stonecrest, Ga 30038

Invoice #: DMADues 2019
Invoice Date: 01/01/2019
Due Date: 2/1/2019
Customer #: 102343

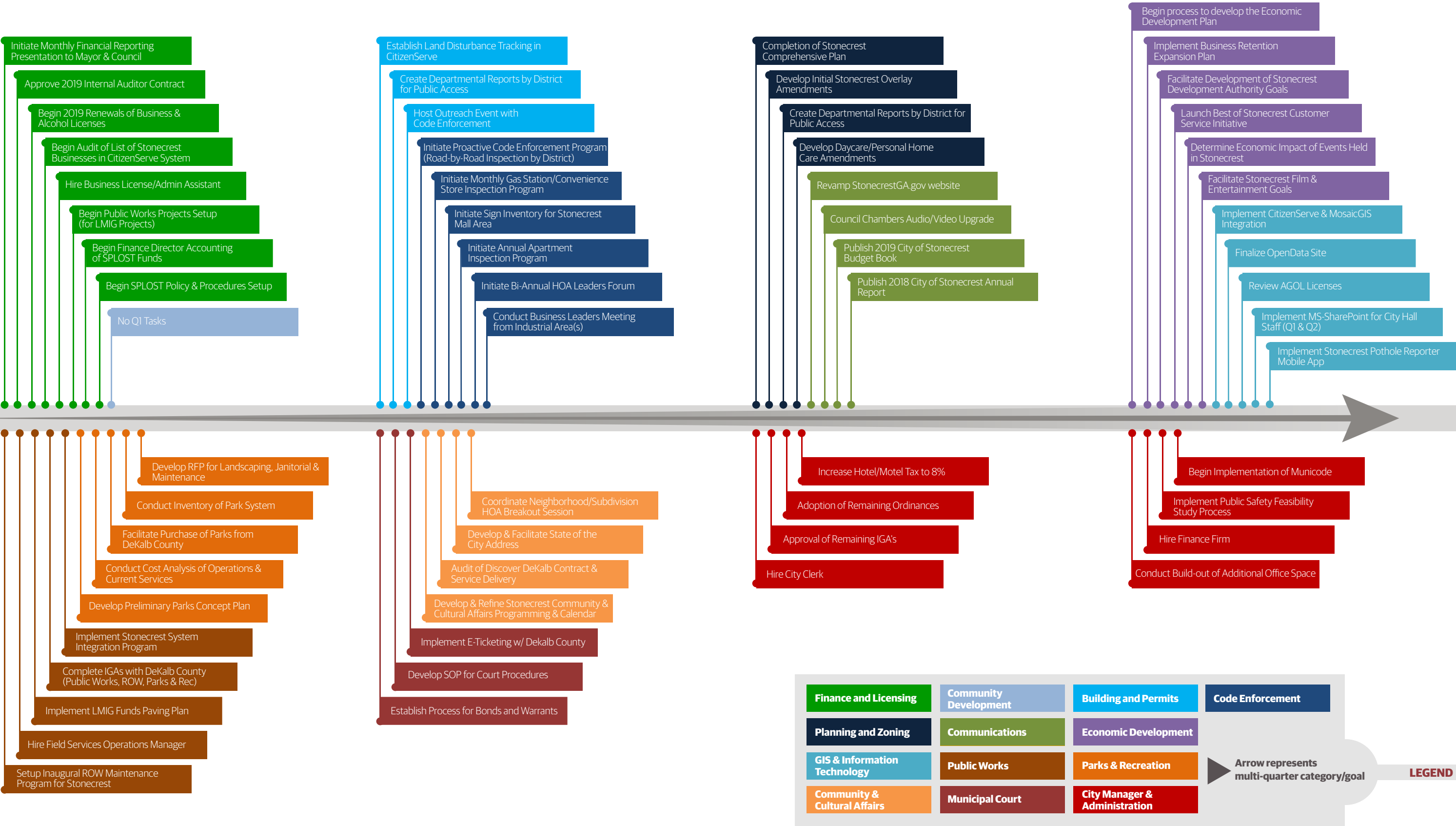
BILLING DESCRIPTION	AMOUNT
DMA 2019 Dues Per Capita fee: 52,393 @ \$ 0.70	\$36,675.10
Total DMA Dues	<u>\$36,675.10</u>

Make checks payable to: **DeKalb Municipal Association**
Attn: Finance Dept.
PO Box 105377
Atlanta, GA 30348



City of Stonecrest Municipal Government Services Annual Workplan

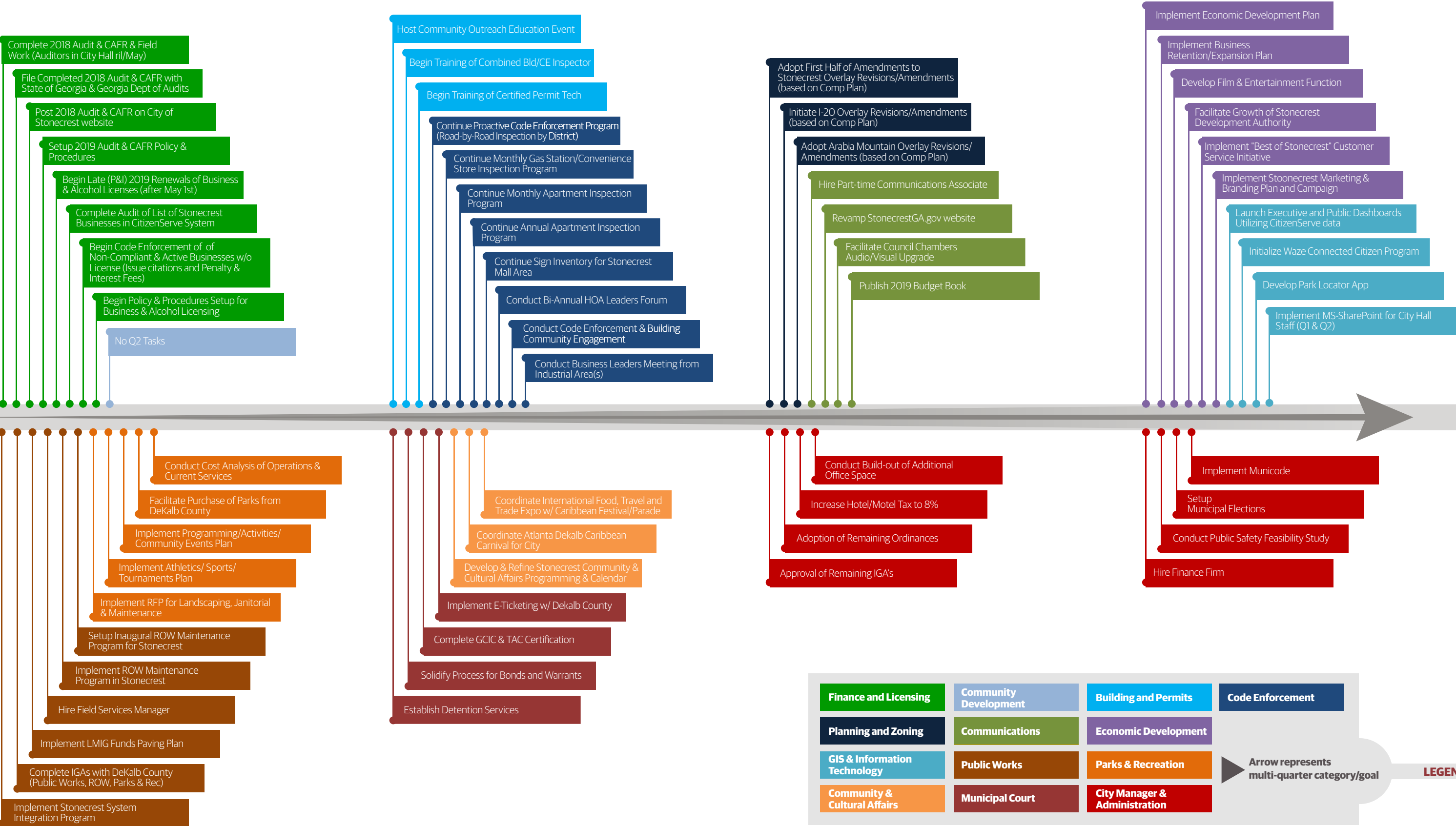
QTR 1
January 1 - March 31





City of Stonecrest Municipal Government Services Annual Workplan

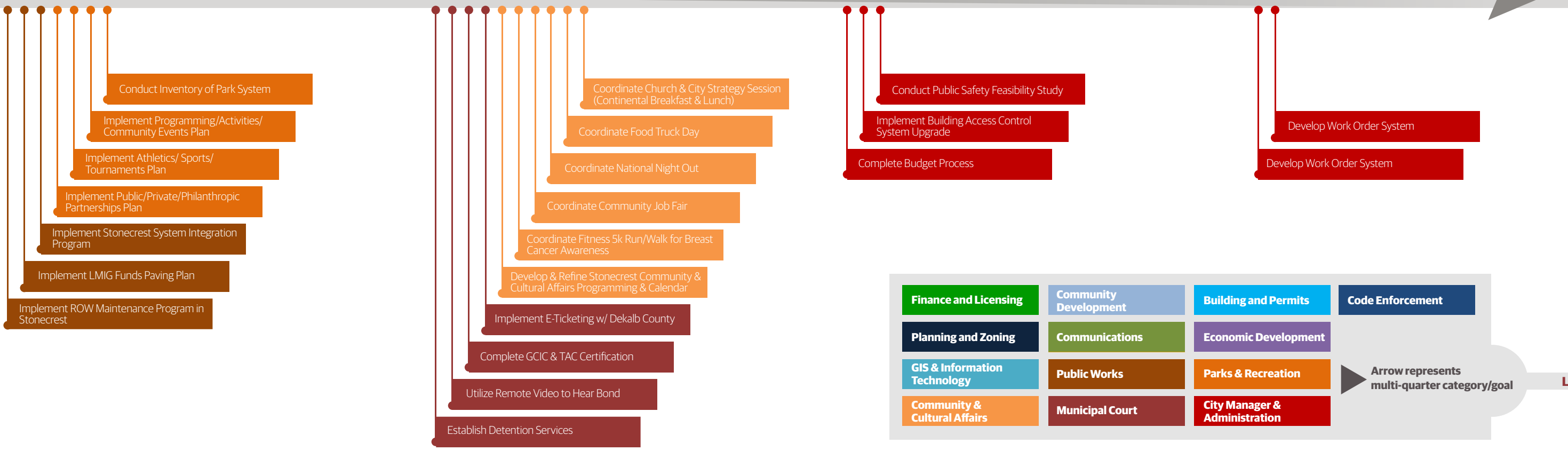
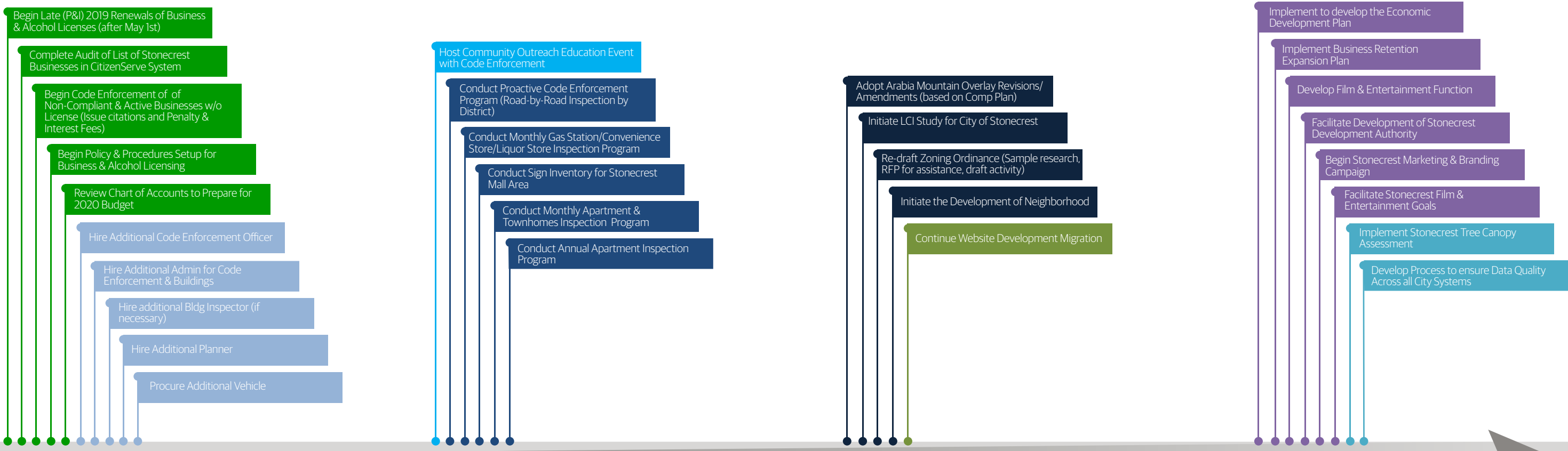
QTR 2
April 1 - June 30





City of Stonecrest Municipal Government Services Annual Workplan

QTR 3
July 1 - September 30



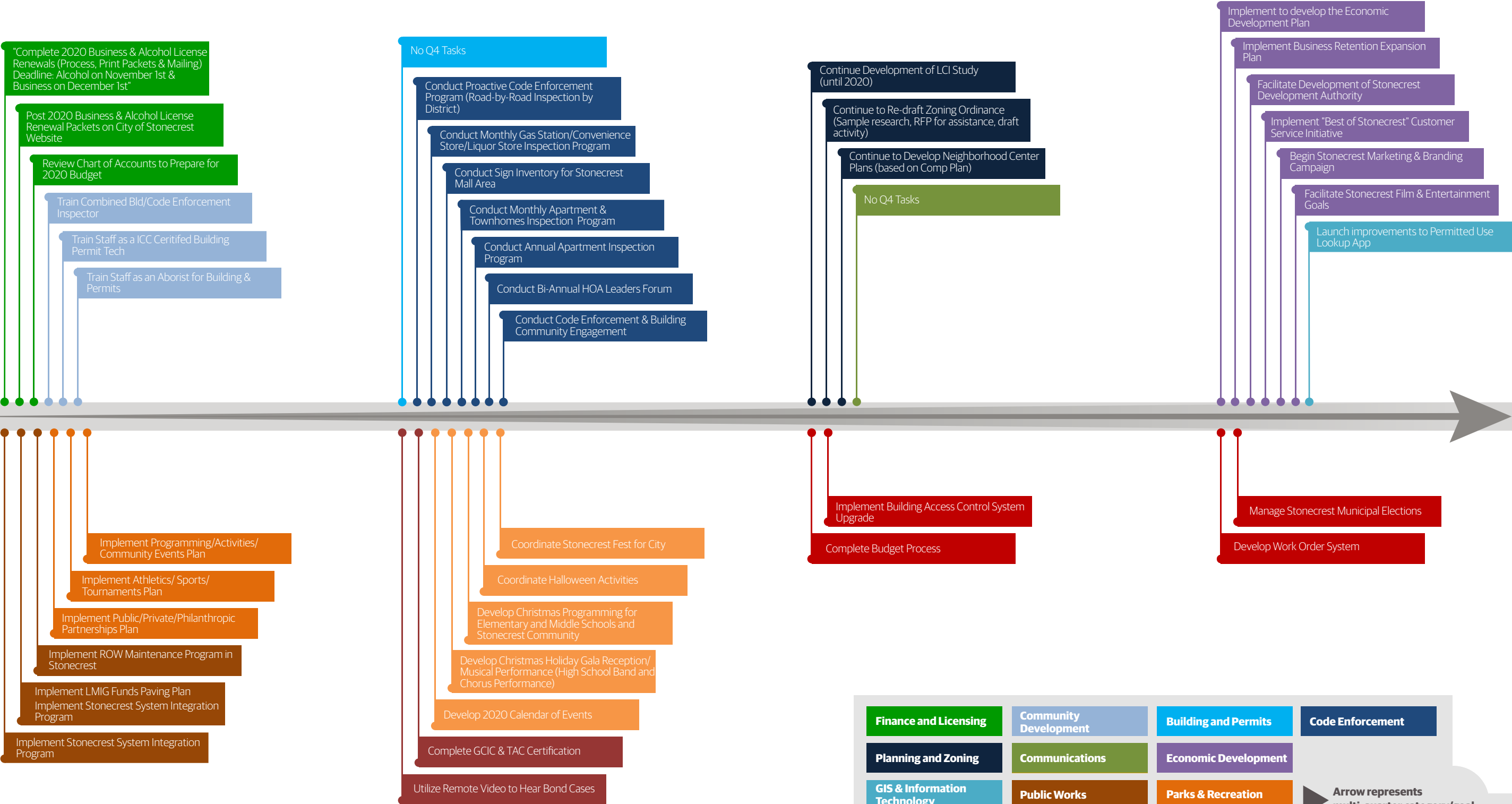
Finance and Licensing	Community Development	Building and Permits	Code Enforcement
Planning and Zoning	Communications	Economic Development	
GIS & Information Technology	Public Works	Parks & Recreation	
Community & Cultural Affairs	Municipal Court	City Manager & Administration	

Arrow represents multi-quarter category/goal
LEGEND



City of Stonecrest Municipal Government Services Annual Workplan

QTR 4
October 1 - December 31



Finance and Licensing	Community Development	Building and Permits	Code Enforcement
Planning and Zoning	Communications	Economic Development	
GIS & Information Technology	Public Works	Parks & Recreation	
Community & Cultural Affairs	Municipal Court	City Manager & Administration	

Arrow represents multi-quarter category/goal
LEGEND