



## CITY OF STONECREST, GEORGIA

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*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*

*Vacant – District 5*

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### CITY COUNCIL WORK SESSION

September 9, 2019

6:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. CALL TO ORDER:** Mayor Jason Lary
- II. AGENDA ITEMS:**
  - 1. Executive Session
    - i. Land Acquisition
    - ii. Affirmed Policy Consulting, LLC- Contract
  - 2. Resolution Census 2020
- III. ADJOURNMENT**

#### *Americans with Disabilities Act*

*The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.*

*If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Megan Reid, as soon as possible, preferably 2 days before the activity or event.*



**COUNCIL MEETING AGENDA ITEM**

**SUBJECT: Affirmed Policy Consulting LLC Contract**

- |  |                                     |   |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE       | <input type="checkbox"/> POLICY     | <input type="checkbox"/> STATUS REPORT    |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

**Council Meeting: 09-09-2019 Work Session: 09-09-2019**

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**SUBMITTED BY: Mayor Jason Lary**

**PURPOSE:**

**HISTORY:**

**FACTS AND ISSUES:**

**OPTIONS:**

**RECOMMENDED ACTION: Approval by Mayor and Council**

## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### BETWEEN:

City of Stonecrest, Georgia of 3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038  
(the "Client")

- AND -

Affirmed Policy Consulting, LLC of P.O. Box 377, Redan, Georgia, 30074  
(the "Contractor").

### BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Internal Financial Auditing;
  - Fiscal Impact Analysis and Reporting;
  - Charter and Policy Compliance Auditing;
  - Quarterly and Annual Compliance Reporting; and
  - Policy and Procedure Consultation

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### **Term of Agreement.**

3. The term of this Agreement (the "Term") will begin on July 1, 2019 and will remain in full force and effect until December 31, 2019, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement, with or without cause, prior to December 31, 2019, the terminating Party will be required to provide 30 days' written notice to the other Party.

### **Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

7. The Contractor will charge the Client for Services the amount of \$100.00 per hour for Services performed; provided, that, the Contractor's hours during any calendar month in excess of 40 hours requires the written approval of the City Manager of the Client to be compensable.
8. On the effective date of this Agreement, the Contractor shall continue to provide services without an additional retainer.
9. On the termination or non-renewal by the Client of this Agreement, the Contractor shall prepare a final invoice. If the amount of the compensable charges exceed the beginning retainer balance, then the Client shall pay the Contractor such excess amount within 15 days of its receipt of the invoice. If however, the final invoice reflects that the compensable charges are less than the beginning retainer balance, the amount of the remaining retainer shall be reimbursed to the Client by the Contractor with 15 days of its delivery of the invoice to the Client.

### **Reimbursement of Expenses**

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
11. All expenses must be pre-approved by the Client to be reimbursed.

### **Confidentiality**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Ownership of Intellectual Property**

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### **Return of Property**

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Capacity/Independent Contractor**

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

### **Notice**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Stonecrest, Georgia  
3120 Stonecrest Boulevard, Stonecrest, Georgia, 30038
  
- b. Affirmed Policy Consulting, LLC  
P.O. Box 377, Redan, Georgia, 30074  
and  
5429 Savoy Chase Crossing, Stonecrest, GA 30038

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### **Indemnification**

20. The Contractor agrees to indemnify and hold harmless the Client, and its respective elected officials, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor, its respective member managers, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

28. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

**Severability**

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
ATTEST: City Clerk, Stonecrest, Georgia

\_\_\_\_\_  
Mayor, City of Stonecrest, Georgia

\_\_\_\_\_  
Affirmed Policy Consulting, LLC

WITNESS: \_\_\_\_\_

Per: \_\_\_\_\_ (Seal)

APPROVED AS TO FORM:

City Attorney



**COUNCIL MEETING AGENDA ITEM**

**SUBJECT: Census Resolution**

- ORDINANCE                       POLICY                       STATUS REPORT  
 DISCUSSION ONLY               RESOLUTION               OTHER

**Council Meeting: 09-09-2019 Work Session: 09/09/2019**

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**SUBMITTED BY: Council Member George Turner**

**PURPOSE:**

**HISTORY:**

**FACTS AND ISSUES:**

**OPTIONS:**

**RECOMMENDED ACTION:**

\* Template \*

February 19, 2019

**RESOLUTION**

**A RESOLUTION OF THE GOVERNING AUTHORITY OF DEKALB COUNTY,  
GEORGIA TO SUPPORT THE 2020 CENSUS.**

**WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS**, the governing authority of DeKalb County is committed to ensuring every resident is counted; and

**WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

**WHEREAS**, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

**WHEREAS**, the information collected by the census is confidential and protected by law; and

**WHEREAS**, the CEO's office, each Commissioner's office and each Municipality will appoint a representative to participate on the Complete County Committee; and

**WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

**NOW, THEREFORE, BE IT RESOLVED** by the governing authority of DeKalb County, Georgia is committed to partnering with the U.S. Census Bureau and the State of Georgia and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to County and Community Organizations.
4. Support census takers as they help our County complete an accurate count.
5. Strive to achieve a complete and accurate count of all persons within our borders

**ADOPTED** by the DeKalb County Board of Commissioners, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

February 19, 2019

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**JEFF RADER**  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

**APPROVED** by the Chief Executive Officer of DeKalb County, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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**MICHAEL L. THURMOND**  
Chief Executive Officer  
DeKalb County, Georgia

**ATTEST:**

**APPROVED AS TO FORM:**

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**BARBARA SANDERS-NORWOOD, CCC**  
Clerk

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**VIVIANE H. ERNSTES**  
County Attorney