



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Laura Hopkins

Jamie Carroll

Susan Hood

Shawanna N. Qawiy, City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, February 28, 2023 - 7:00PM
ZOOM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

Any member of the public may address questions or comments to the City Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each attendee will be allowed 3 minutes for comments.

4. **PRESENTATION/ ADMINISTRATIVE BUSINESS**

- A. To discuss modifying or repealing the resolution to declare that emergency conditions concerning Covid-19 exist within the city necessitates meeting by zoom teleconference.
- B. To discuss a resolution authorizing the renewal of the probation services contract between the City of Clarkston and Professional Probation Services, Inc.
- C. To discuss a proclamation recognizing Pastor Karl Moore.
- D. To discuss a proclamation recognizing Indian Creek Principal, Dr. Stephanie Brown-Bryant as DeKalb Principal of the Year.

5. **OLD BUSINESS**

- A. To discuss allocating ARPA funds for government services.

6. **NEW BUSINESS**

7. **EXECUTIVE SESSION**

- A. To discuss a legal matter.

8. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, February 28, 2023. The public may participate in the meeting by using the following information below:

<https://us02web.zoom.us/j/83979739042?pwd=Qk8yc2NFeVQyZlZuM3FEMzVNVHhjdz09>

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)

Meeting ID: 839 7973 9042

Passcode: 574794

Find your local number: <https://us02web.zoom.us/j/83979739042?pwd=Qk8yc2NFeVQyZlZuM3FEMzVNVHhjdz09>

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: February 28, 2023

SUBJECT: To discuss modifying or repealing the resolution to declare that emergency conditions concerning COVID-19 exist within the city necessitates meeting by zoom teleconference.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Beverly H. Burks, Mayor
Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: Mayor and City Council will discuss modifying or repealing the resolution declaring that emergency conditions concerning COVID-19 existing within the city that necessitates meeting by zoom teleconference.

NEED/ IMPACT: A shared decision will determine if an emergency condition exists, or does not exist in the City of Clarkston that will necessitate modifying or repealing Resolution 2022-01 that will allow the continuation of holding work session and regular city council meetings by teleconference or to commence the meetings in person with conditions.

RECOMMENDATION: N/A

RESOLUTION NO. 2022-001

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO DECLARE THAT
EMERGENCY CONDITIONS CONCERNING COVID-19 EXIST WITHIN THE
CITY THAT NECCESITATING MEETING BY ZOOM TELECONFERENCE.**

WHEREAS, there is an ongoing spike in Covid-19 cases within the Clarkston community attributed to the omicron variant of the virus; and

WHEREAS, the City Council desires to minimize tranmission of Covid-19 among community members as well as to protect City staff and elected officials from the virus; and

WHERAS, assembling in-person indoors at City Hall for Council meetings presents a situation that places all attendees at risk of contracting Covid-19; and

WHEREAS, the Clarkston City Council is authorized by O.C.G.A. Section 50-14-1(g)(1) to meet via Zoom videoconference when emergency conditions exist that make it unsafe to meet in person.

NOW THEREFORE, BE IT RESOLVED by the Clarkston City Council that the City Council hereby finds that, in light of the increased prevalence of Covid-19 in the Clarkston community, emergency conditions exist that necessitate holding work sessions and regular meetings of the City Council by teleconference.

BE IT FURTHER RESOLVED that the public shall have full simultaneous access to Council meetings via the Zoom videoconference platform (which also supports participation by telephone).

BE IT FURTHER RESOLVED that this resolution shall remain in effect until repealed or modified by further resolution of the City Council.

SO RESOLVED this 4th day of January, 2022.


BEVERLY H. BURKS, Mayor

ATTEST:


Tomika R. Lewis, City Clerk

Approved as to Form:


Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 4B

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: February 28, 2023

SUBJECT: To discuss a resolution authorizing the renewal of the contract for probation services between the City of Clarkston and Professional Probation Services, Incorporated (PPSI).

DEPARTMENT:
Municipal Court

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, City Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a resolution authorizing the renewal of the contract for probation services between the City of Clarkston and Professional Probation Services, Incorporated.

NEED/IMPACT: The probation supervision and rehabilitation services contract between the City of Clarkston and Professional Probation Services, Incorporated (PPSI) is set to expire on March 31, 2023. In order to continue providing professional and effective programs and services for misdemeanor offenders placed on the probation by the court, PPSI anticipates the renewal of its contract with an increase in the supervision fees.

PPSI is requesting an increase in supervision fees from \$35 per month since 2017 for Pay Only, Basic, and Pre-Trial Fees to \$40.00 in 2023.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE RENEWAL OF THE PROBATION SERVICES CONTRACT BETWEEN THE CITY OF CLARKSTON AND PROFESSIONAL PROBATION SERVICES, INCORPORATED.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council hereby authorizes the renewal of the probation services contract between the City of Clarkston and Professional Probation Services, Inc. to provide professional and effective sentencing alternatives for citizenry and offenders of the community with the consent of the Court. A copy of the contract is attached hereto as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2023, by and between the City of Clarkston, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Clarkston Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Clarkston Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of April, 2023, and shall continue with a specific expiration date of the 31st day of March, 2024. The contract shall automatically renew for specific one-year terms on April 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on March 31st, 2028. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Clarkston Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Clarkston
 1055 Rowland Street
 Clarkston, GA 30021-1711
 Attn: Shawanna N. Qawiy, City Manager

As to PPSI: Professional Probation Services, Inc.
 327 South Hill Street, Building A
 Buford, GA 30518
 Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF CLARKSTON

PROFESSIONAL PROBATION SERVICES, INC.

Beverly H. Burks, Mayor

Keith Ward, CEO

APPROVED BY THE CLARKSTON MUNICIPAL COURT

David Will, Chief Judge



Specifications for Services

Pay-Only Probation Supervision	\$40.00 per month. The pay-only probation supervision fees shall be capped, per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Electronic Monitoring	<u>\$50.00 Installation Fee +</u> RF House Arrest: \$6.75 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$4.50 - \$5.50 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost For 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability

**STATE OF GEORGIA
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 14th day of March, 20 17, by and between the City of Clarkston, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Clarkston Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.
- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 14th day of March, 2017, and shall continue with a specific expiration date of the 31st day of December, 2017, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within 30 days of the current term's expiration in accordance with O.C.G.A. §36-60-13.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §30-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Clarkston Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Clarkston
 3921 Church Street
 Clarkston, GA 30021

As to PPSI: John C. Cox, President
 Professional Probation Services, Inc.
 1770 Indian Trail Road, Suite 350
 Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

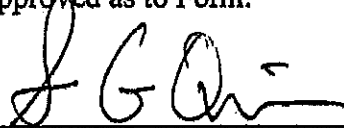
IN WITNESS, WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION: 3-13-2017

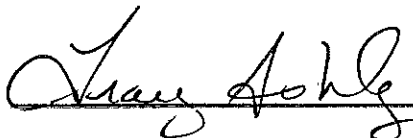
CITY OF CLARKSTON


EDWARD TERRY, MAYOR

Approved as to Form:

 3-2-17
Stephen G. Quinn, City Attorney

ATTEST:


Mary Foley

DATE OF EXECUTION: 3-14-17

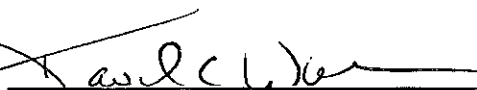
PROFESSIONAL PROBATION SERVICES, INC.


JOHN C. COX, PRESIDENT (SEAL)

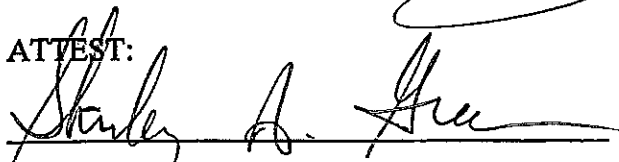
ATTEST:


John C. Cox

APPROVED:
CLARKSTON MUNICIPAL COURT


DAVID WILL, CHIEF JUDGE

ATTEST:


Stanley A. Green



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$35.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$35.00 per month
Intensive Probation Supervision	\$45.00 per month with field visits
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$35.00 per month
Under the Influence Alcohol Course (for adults)	\$75.00
Alcohol-Wise JV Course (for juveniles)	\$75.00
Marijuana 101 Drug Education Course (for adults)	\$75.00
Marijuana 101 JV Drug Education Course (for juveniles)	\$75.00
STOPLifting Course (for adults)	\$75.00
STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Electronic Monitoring	<u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test. <u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones <u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity
Domestic Violence Workshop	No Cost to any of our more than 40 locations nationwide
Anger Control Workshop	No Cost referral to a Certified Treatment Provider
Youthful Offender Workshop	No Cost referral to a Certified Treatment Provider
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability

**State of Georgia
County of Dekalb**

**ADDENDUM TO THE CONTRACT FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES
BY AND BETWEEN THE CITY OF CLARKSTON
AND PROFESSIONAL PROBATION SERVICES, INC. (PPSI)**

WHEREAS the City of Clarkston and PPSI have previously entered into a Contract for Probation Supervision and Rehabilitation Services pursuant to which the City has retained PPSI to coordinate and provide certain probation services to the Clarkston Municipal Court; and

WHEREAS the City of Clarkston and PPSI desire to amend the terms of said Contract;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City of Clarkston and PPSI do hereby enter into this Addendum of said Contract and hereby incorporate this Addendum into said Contract:

MODIFICATION OF THE PERIOD OF SERVICE

This addendum shall serve as a modification of the period of service contemplated by the original Contract as follows:

The performance of the aforementioned services shall commence on the 1st day of April, 2018, and shall continue with a specific expiration date of the 31st day of March, 2019, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms on April 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. Notwithstanding anything herein, either party may terminate this Contract upon thirty (30) days written notice. The City may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of PPSI, or filing of a voluntary or involuntary case in bankruptcy.

The City shall have the option to renew the contract for five (5) additional one-year terms provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the City.

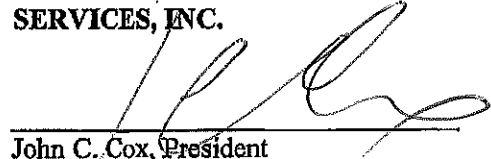
IN WITNESS WHEREOF, the parties hereto have executed this Addendum this
18th day of May, 2018.

THE CITY OF CLARKSTON



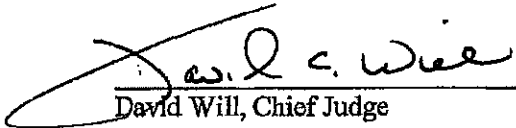
Edward Terry, Mayor

**PROFESSIONAL PROBATION
SERVICES, INC.**



John C. Cox, President

APPROVAL OF THE CLARKSTON MUNICIPAL COURT:



David Will, Chief Judge

CITY OF CLARKSTON

ITEM NO: 4C

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: February 28, 2022

SUBJECT: Review/Discuss a proclamation recognizing Pastor Karl Moore.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly Burks
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a proclamation recognizing Pastor Karl Moore.

NEED/ IMPACT: Pastor Karl D. Moore serves as the visionary leader of the Clarkston First Baptist Church for more than 22 years and was born on March 16, 1958, in Louisville, Mississippi, and is celebrating his 65th birthday this year.

RECOMMENDATION: N/A

**A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL
RECOGNIZING PASTOR KARL D. MOORE**

WHEREAS, Mr. Karl D. Moore serves as the visionary leader of the Clarkston First Baptist Church for more than 22 years; and

WHEREAS, Mr. Moore is a dynamic and humble pastor who has demonstrated excellence in his calling as a “Man of God” and for that reason, the members of Clarkston First Baptist Church want to extend to him and his family their sincerest love and proud to call him their Pastor, Leader, and Friend; and

WHEREAS, Mr. Karl D. Moore was born on March 16, 1958, in Louisville, Mississippi, and is celebrating his 65th birthday this year; and

WHEREAS, Mr. Moore spent most of his life growing up in Mississippi; he is blessed with a loving family; Mr. Moore is married to his loving wife, Angela, and are proud parents of Karla and Dexter.

WHEREAS, Mr. Moore has been and is a blessing to all he has come in contact with over the past 65 years and is joined by friends and family today to celebrate this exciting milestone in his life.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council, do hereby wish Mr. Karl Moore a very happy 65th birthday, and extend best wishes for his continued success in his future endeavors.

SO ORDAINED, this _____ day of _____, 2023.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 4D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: February 28, 2023

SUBJECT: Review/Discuss a proclamation recognizing Indian Creek Principal Dr. Stephanie Brown-Bryant as DeKalb Principal of the Year.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly Burks
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a proclamation recognizing Indian Creek Principal Stephanie Brown-Bryant as DeKalb Principal of the Year.

NEED/ IMPACT: Dr. Stephanie Brown-Bryant maintains standards of excellence at Indian Creek Elementary School and provides resources and support for the staff, students and parents. Dr. Brown-Bryant has represented the district as a Yale National Fellow, DeKalb County District-wide Middle School Teacher of the Year, Teacher of the Year at Livsey Elementary and Tucker Middle School as well as Educational Support Specialist of the Year at Hawthorne Elementary, Region IV Principal of the Year, and recipient of Georgia State University's Joe Richardson Award for Exemplary Leadership. On February 11, DeKalb County School District awarded Stephanie Brown-Bryant DCSD 2022-2023 Principal of the Year.

RECOMMENDATION: N/A

**A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL
RECOGNIZING PRINCIPAL STEPHANIE BROWN-BRYANT AS
DCSD PRINCIPAL OF THE YEAR**

WHEREAS, Dr. Stephanie Brown-Bryant has served as an educator for more than 25 years; and

WHEREAS, Dr. Brown-Bryant has represented the district as a Yale National Fellow, DeKalb County District-wide Middle School Teacher of the Year, Teacher of the Year at Livsey Elementary and Tucker Middle School as well as Educational Support Specialist of the Year at Hawthorne Elementary, Region IV Principal of the Year, and recipient of Georgia State University's Joe Richardson Award for Exemplary Leadership; and

WHEREAS, Dr. Stephanie Brown-Bryant maintains standards of excellence at Indian Creek Elementary School and provides resources and support for the staff, students and parents; and

WHEREAS, Dr. Brown-Bryant believes education removes barriers and provides hope. "It is a privilege to help build our future and a nurturing, quality education for our students is the best investment one can give!"; and

WHEREAS, On February 11, DeKalb County School District awarded Stephanie Brown-Bryant DCSD 2022-2023 Principal of the Year.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council declare March 24 as Dr. Stephanie Brown-Bryant Day for winning DCSD 2022-2023 Principal of the Year and succeeding in providing high-quality learning opportunities and ongoing support for Clarkston students as well as demonstrating exemplary contributions to the profession.

SO ORDAINED, this _____ day of _____, 2023.

ATTEST:

By _____
Tomika Mitchell, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 5A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: February 28, 2023

SUBJECT: To discuss allocating ARPA funds for government services.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss allocating ARPA funds for the recommended government services.

NEED/ IMPACT:

To review the requests for ARPA allocations for the 2023 year. Also to recommend initiatives that will be funded for the duration of the funding cycle to 2026.

RECOMMENDATION: N/A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF CLARKSTON, GEORGIA
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Clarkston, Georgia, ("Municipality") and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information

technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM

MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes

without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended,

and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Shawanna N. Quawiy, City Manager City of Clarkston 3921 Church Street Clarkston, GA 30021 Email: sgawiy@cityofclarkston.com	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Georgia, LLC

Date

Signature
City of Clarkston, Georgia

Date

Name and Title
City of Clarkston, Georgia

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as requested in writing by Municipality
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Assist in the preparation of cases for court appearances and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Code Enforcement will be performed five (5) days a week; Monday through Friday for eight (8) hours a day; forty (40) hours each week at a monthly rate
- ✓ Code Enforcement performed over forty (40) hours each week will be charged an hourly rate
- ✓ Consultant representative(s) will be available by phone and email

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Code Enforcement Services Forty (40) hour per week	\$6,417.00 per month
After Hours/Emergency Inspection Services More than forty (40) hour per week	\$90.00 per hour – two (2) hour minimum

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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ARPA FUND FY 2023 PROPOSED BUDGET													
ACCOUNT CODE	Project Description	City Council Allocations as of 10/04/2022	Actual Spent FY2021	Final Amended Budget FY2022	2022 Expenditures to Date 12/31/2022	Total Cumulative Actual Expenditures FY2021 & FY2022	Balance Available from City Council Allocations as of 12/31/2022	2023 Original Budget	Increase / Decrease to FY2023 Budget	2023 Amended Budget	Carry over Allocations to 2024 Budget	Carry over Allocations to 2025 Budget	Carry over Allocations to 2026 Budget
260-1500-10-511100	Hazard Pay-Admin		22,965.19	18,000.00	14,647.28	37,612.47		10,807.00	5,403.00	16,210.00	10,860.70	5,511.40	
260-1500-10-512200	Hazard Pay-Admin		1,423.84	1,100.00	908.14	2,331.98		670.00	335.00	1,005.00	673.35	341.70	
260-1500-10-512300	Hazard Pay-Admin		333.00	300.00	212.38	545.38		157.00	78.00	235.00	157.45	79.90	
260-1500-10-512700	Hazard Pay-Admin			1,900.00	1,900.00	1,900.00		-	-	-	-	-	
260-2650-20-511100	Hazard Pay-Court		9,910.98	19,000.00	14,427.58	24,338.56		9,740.00	4,870.00	14,610.00	9,788.70	4,967.40	
260-2650-20-512200	Hazard Pay-Court		614.49	1,200.00	894.51	1,509.00		604.00	302.00	906.00	607.02	308.04	
260-2650-20-512300	Hazard Pay-Court		143.71	300.00	209.20	352.91		141.00	71.00	212.00	142.04	72.08	
260-2650-20-512700	Hazard Pay-Court			824.00	824.00	824.00		-	-	-	-	-	
260-3200-30-511100	Hazard Pay-Police		93,867.16	112,000.00	100,795.31	194,662.47		97,876.00	42,938.00	140,814.00	94,345.38	47,876.76	
260-3200-30-512200	Hazard Pay-Police		5,819.76	7,000.00	6,249.31	12,069.07		6,068.00	2,662.00	8,730.00	5,849.10	2,968.20	
260-3200-30-512300	Hazard Pay-Police		1,361.07	1,700.00	1,461.54	2,822.61		1,419.00	623.00	2,042.00	1,368.14	694.28	
260-3200-30-512700	Hazard Pay-Police		4,492.35	7,710.00	7,710.00	12,202.35		-	-	-	-	-	
260-4000-40-511100	Hazard Pay-Pub Works		37,951.31	48,000.00	42,991.27	80,942.58		43,774.00	22,778.00	66,552.00	44,589.84	22,627.68	
260-4000-40-512200	Hazard Pay-Pub Works		2,352.98	3,000.00	2,665.47	5,018.45		2,714.00	1,412.00	4,126.00	2,764.42	1,402.84	
260-4000-40-512300	Hazard Pay-Pub Works		550.29	700.00	623.37	1,173.66		635.00	330.00	965.00	646.55	328.10	
260-4000-40-512700	Hazard Pay-Pub Works		2,212.65	3,143.00	3,143.00	5,355.65		-	-	-	-	-	
260-7400-74-511100	Hazard Pay-Plan & Dev		4,593.93	11,000.00	10,390.31	14,984.24		13,865.00	4,933.00	18,798.00	12,594.66	6,391.32	
260-7400-74-512200	Hazard Pay-Plan & Dev		284.82	700.00	644.21	929.03		860.00	305.00	1,165.00	780.55	396.10	
260-7400-74-512300	Hazard Pay-Plan & Dev		66.62	200.00	150.66	217.28		201.00	72.00	273.00	182.91	92.82	
260-7400-74-512700	Hazard Pay-Plan & Dev			391.00	391.00	391.00		-	-	-	-	-	
Total Hazard Pay		\$ 414,000.00	188,944.15	238,168.00	211,238.54	400,182.69	13,817.31	189,531.00	87,112.00	276,643.00	185,350.81	94,058.62	
						-	-						
260-1500-10-511100	Finance Staff for Two Years	\$ 130,000.00		26,000.00		-	130,000.00	65,000.00		65,000.00	65,000.00		
260-1500-10-521200	Admin Temp for Two Years	\$ 88,741.00	-	26,000.00	15,248.77	15,248.77	73,492.23	45,000.00	23,141.00	68,141.00	68,141.00	68,141.00	68,141.00
260-1500-10-521200	Grants Adminstrator Two Years	\$ 90,000.00		9,000.00	8,000.00	8,000.00	82,000.00	54,000.00		54,000.00	22,500.00		
	Equity & Diversity Inclusion	\$ 234,000.00				-	234,000.00	78,000.00		78,000.00	78,000.00	78,000.00	
260-3200-30-511100	Public Safety Social Intervention Staffing	\$ 85,000.00				-	85,000.00	85,000.00		85,000.00	85,000.00		
260-1565-15-523200	COMMUNICATIONS/MARKETING	\$ 10,000.00	697.88	-		697.88	9,302.12	4,302.12		4,302.12			
260-1565-15-531100, 26	PPE - Covid19 Supplies	\$ 25,000.00	5,052.86	5,000.00	2,897.14	7,950.00	17,050.00	15,700.40		15,700.40	5,700.40	5,000.00	
260-1565-15-541200, 260-3200-30-531600, 260-7600-10-521300	TECHNOLOGY-Council/Court Chambers Equipment, Laptops for Remote Working, NextRequest Open Records system	\$ 79,893.00	74,371.61	18,403.00	18,403.00	92,774.61	(12,881.61)			-			
260-3200-30-531600	Police Safety Equipment -Traffic Cones for Officers Vehicle to promote safety	\$ 1,500.00	1,423.50	-		1,423.50	76.50	-		-			
260-3200-30-542200	Police Equipment	\$ 23,000.00	23,000.00	-		23,000.00	-	-		-			
260-3200-30-542500	Police Flock Cameras	\$ 33,000.00	33,000.00	-		33,000.00	-	-		-			

ARPA FUND FY 2023 PROPOSED BUDGET													
ACCOUNT CODE	Project Description	City Council Allocations as of 10/04/2022	Actual Spent FY2021	Final Amended Budget FY2022	2022 Expenditures to Date 12/31/2022	Total Cumulative Actual Expenditures FY2021 & FY2022	Balance Available from City Council Allocations as of 12/31/2022	2023 Original Budget	Increase / Decrease to FY2023 Budget	2023 Amended Budget	Carry over Allocations to 2024 Budget	Carry over Allocations to 2025 Budget	Carry over Allocations to 2026 Budget
260-4000-40-531600	Public Works Safety Equipment - Cargo Trailer with Drums, Hydros, and Traffic Control Barriers	\$ 19,500.00	19,366.19	-		19,366.19	133.81	-		-			
260-6200-60-542500	Calesthenics and Park Equipment	\$ 44,275.00	-	28,000.00	46,254.48	46,254.48	(1,979.48)	-		-			
260-7600-10-531140	Signage, Banners & Safety Equipment	\$ 11,400.00	9,278.72	3,000.00	2,382.82	11,661.54	(261.54)	-		-			
260-7600-10-572000	MOU-Good Samaritan Lutheran	\$ 17,925.00	6,873.00	10,820.00	10,820.00	17,693.00	232.00	-		-			
260-7600-10-572000	MOU-Burmese Rohingya Community	\$ 25,000.00	25,000.00	-		25,000.00	-	-		-			
260-7600-10-572000	MOU-CDF Storyboards	\$ 28,405.52	6,370.00	19,200.00	19,178.59	25,548.59	2,856.93	-		-			
260-7600-10-572000	MOU-Fresh Harvest	\$ 40,000.00		-	-	-	40,000.00	40,000.00		40,000.00			
260-7600-10-572010	MOU-GA State Univ	\$ 30,000.00	-	30,100.00	30,047.00	30,047.00	(47.00)	-		-			
260-7600-10-572020	MOU-Veterans Comm Outreach	\$ 39,193.00	-	19,000.00	22,060.56	22,060.56	17,132.44	14,169.00		14,169.00			
260-7600-10-572025	MOU-Empower Clarkston-Tekton	\$ 125,000.00	-	69,000.00	69,000.00	69,000.00	56,000.00	1,958.00		1,958.00			
260-7600-10-572030	MOU - Amani Womens Center	\$ 42,000.00		42,000.00	36,000.00	36,000.00	6,000.00	12,000.00		12,000.00			
260-7600-10-573080	Home Repair/Weatherization Assistance	\$ 100,000.00	-	50,000.00	15,000.00	15,000.00	85,000.00	45,000.00		45,000.00	-		
260-7600-10-573090	Covid19 Rapid Test	\$ 106,000.00	-	106,000.00	105,966.00	105,966.00	34.00	-		-			
260-7600-10-573091	ARPA Health Initiatives	\$ 55,000.00	243.94	54,756.00	16,886.86	17,130.80	37,869.20	33,869.00		33,869.00			
260-7600-10-573092	Food Distribution	\$ 90,000.00	49,537.86	40,500.00	59,292.65	108,830.51	(18,830.51)	-	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
260-7600-10-573093	Vaccine Incentive Gift Cards	\$ 75,000.00	43,022.45	22,000.00	21,180.00	64,202.45	10,797.55	10,797.00		10,797.00			
260-7600-10-573094	Business Assistance	\$ 54,997.56	5,000.00	145,000.00	38,072.56	43,072.56	11,925.00	-		-			
260-7600-10-573095	Rental Assistance	\$ 650,000.00	501,392.00	-	67,107.00	568,499.00	81,501.00	-		-			
260-7600-10-573096	Mortgage Assistance	\$ 25,000.00	8,176.56	16,000.00	1,340.86	9,517.42	15,482.58	8,871.00		8,871.00			
260-7600-10-573097	Utility Assistance	\$ 25,000.00	12,113.58	13,000.00	12,988.78	25,102.36	(102.36)	-		-			
260-7600-10-573098	Quarantine Income Loss	\$ 100,000.00	-	50,000.00	1,200.00	1,200.00	98,800.00	50,000.00		50,000.00	-		
	Façade Improvement	\$ 220,002.44				-	220,002.44	220,002.44		220,002.44			
	Comcast-Expand Wi-fi City Offices								12,480.00	12,480.00	12,480.00	12,480.00	12,480.00
	Cyber Security- Upgrade Server Room								75,000.00	75,000.00			
	Cyber Security- Upgrade Computer Equipment								100,000.00	100,000.00			
	Tyler Technologies-Upgrade in vehicle printers for all Police								31,370.00	31,370.00			

[illegible]