



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL MEETING AMENDED AGENDA

August 1, 2018

9:00am.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

- I. CALL TO ORDER:** Mayor Jason Lary
- II. ROLL CALL:** Brenda James, Interim City Clerk
- III. INVOCATION:**
- IV. PLEDGE OF ALLEGIANCE:**
- V. ADOPTION OF THE CITY COUNCIL AGENDA:**
- VI. MINUTES:** Approval of Minutes of the City Council Meeting of July 16, 2018
- VII. PRESENTATIONS:**
- VIII. PUBLIC COMMENTS:**
- IX. AGENDA ITEMS:**
 1. Intergovernmental Agreement with DeKalb County for Election Services
 2. Intergovernmental Agreement with DeKalb County of 911 Dispatch of Police, Fire, Emergency Medical, Animal Services and Enforcement Calls
 3. Intergovernmental Agreement with DeKalb County for Police Services
 4. Intergovernmental Agreement with DeKalb County for Fire Rescue Services
 5. Ordinance of the City of Stonecrest Adopting Additional Taxation Regulations in Chapter 24

6. Contract for Quicket Solutions/Incident Management and Business Continuity Plan
7. Resolution Adopting the Policy that copies of all Expense Reimbursement Reports submitted by the Mayor and Council Members are on the website
8. Ordinance to Amend the Charter for the Purpose o Amending the Titles of Person Serving as any Municipal Court Judge
9. An Ordinance to Amend Section 2.07 for Amending the Salary Provision for the Mayor and Amending the Expense Reimbursement Provisions for the Mayor and Council
10. An Ordinance to Amend the Charter for the Submission of the Proposed Operating budget and Capital budget for the ensuing Fiscal Year
11. A Resolution Authorizing the City Clerk to Publish Three Notices of Proposed Amendments to the Charter

X. CITY MANAGER COMMENTS:

XI. CITY ATTORNEY COMMENTS:

XII. MAYOR AND COUNCIL COMMENTS:

XIII. ADJOURNMENT:

XIV. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE

CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL MEETING MINUTES

July 16, 2018

7:00 p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. ROLL CALL: All members were present

III. INVOCATION: Council Member Rob Turner

IV. PLEDGE OF ALLEGIANCE:

V. ADOPTION OF THE CITY COUNCIL AGENDA:

Council Member Georgia Turner made a motion to adopt the agenda as written with Council Member Rob Turner providing the second. **The motion carried unanimously.**

VI. MINUTES: Approval of Minutes of the City Council Meeting of July 3, 2018

Council Member George Turner asked the City Attorney if a member of council is not at the meeting can they vote on the minutes. Attorney Kurrie said yes.

Council Member Adoma said the correct spelling of Sara Torey's name is Toering, who is a Legal Counsel, and change spelling of Al Terrell to Ferrell. Council Member Adoma said her constituents want to know when changes are made to the agenda at the meeting, when does the Clerk change the agenda on the website. The Clerk said she does not make a change on the agenda. The minutes reflect any changes. Council Member Adoma said under State Law 50-14.1-1 (e) 2 her constituents want to know if the Clerk is posting the summary minutes within 48 hours or 2 days. The City Clerk said the summaries are posted the next day or within the allotted time. Council Member Clanton said his Community Leadership Meeting is the second Saturday.

Council Member Rob Turner made a motion to approve the minutes with the corrections. Council Member Adoma provided the second. **The motion carried unanimously.**

VII. PRESENTATIONS:

1. Proclamation to South DeKalb Tribe Baseball Team

Coach Slaton of the South DeKalb Tribe gave a power point presentation. Afterwards, Mayor Lary read the following proclamation into the record.

Proclamation

Whereas, The South DeKalb Tribe was founded on August 8, 2015, by Willie Slaton, Kyle Moody, and Sedrick Parker whom each excelled in baseball at an early age; and

Whereas, The South DeKalb Tribe was formed to instill the character and skills that these three men gained through their journeys in baseball; and

Whereas, The South DeKalb Tribe operates on the three pillars of education, community service, and high-level sports achievement geared toward students ages five through 12; and

Whereas, The South DeKalb Tribe won several championships including the National Youth Baseball Championship, the Georgia vs. Florida Showdown Championship, the Las Vegas Memorial Day Bash Championship, and most recently the 2018 Grandslam World Series Championship; and

Whereas, The South DeKalb Tribe, though nationally renowned, makes its home at Browns Mill Park and Arabia Mountain High School's practice fields here in Stonecrest, Georgia.

Therefore, be it proclaimed that the Mayor and City Council honor and congratulate The South DeKalb Tribe and I hereby recognize Monday, July 16, 2018, as

The South DeKalb Tribe Day in Stonecrest

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Stonecrest, Georgia to be affixed this 17th day of July 2018

Jason Lary, Mayor

2. Presentation of the Audit Report by Mauldin & Jenkins

Audrey Mays the Accounting Manager gave a brief overview and introduced Allen Farley of the firm of Mauldin and Jenkins. Mr. Jenkins presented the 2017 Audit and spoke on the CAFR. He said the audit was very smooth and he has no findings.

Council Member Clanton made a motion to accept the report from the Auditors with Council Member Rob Turner providing the second. **The motion carried unanimously.**

VIII. PUBLIC HEARINGS

3. Industrial Parking Modifications TMOD 18-0002

Nicole Dozier, Director of Community Development gave an overview of TMOD 18-002.

Council Member Adoma made a motion to open the Public Hearing with Council Member Rob Turner providing the second. **The motion carried unanimously.**

Spoke in Favor

Gina Mangham

Bernard Knight

Michelle Battle

Scott Shepherd

Joe Coleman

Dan Kelly

Bill Wikle

Spoke Against

No one

Council Member George Turner made a motion to close the Public Hearing with Council Member Clanton providing the second. **The motion carried unanimously.**

Council Member Clanton made a motion to approve Industrial Parking Modifications TMOD 18-002 with Council Member Adoma providing the second. **The motion carried unanimously.**

4. TMOD 18-0003 Short Term Vacation Rental (Definitions)

City Attorney Kurrie gave an overview of TMOD 18-0003.

Council Member George Turner made a motion to open the Public Hearing with Council Member Clanton providing the second. **The motion carried unanimously.**

Spoke in Favor

No One

Spoke Against

Faye Coffield

Council Member Clanton made a motion to close the Public Hearing with Council Member George Turner providing the second. **The motion carried unanimously.**

Council Member Clanton made a motion to approve TMOD 18-0003 Short Term Vacation Rental Definitions with Council Member George Turner providing the second. **The motion carried unanimously.**

5. TMOD 18-0004 Short Term Vacation Rental (Use Table &&& Regulations)

Attorney Tom Kurrie gave an overview of TMOD 18-0004.

Council Member George Turner made a motion to open the Public Hearing with Council Member Adoma providing the second. **The motion carried unanimously.**

Spoke in Favor

Edwina Clanton

Spoke Against

Faye Coffield

Council Member Adoma made a motion to close the Public Hearing with Council Member George Turner providing the second. **The motion carried unanimously.**

Council Member Clanton made a motion to defer TMOD 18-0004 back to the Planning and Zoning Commission with Council Member Adoma providing the second. **The motion carries with Council Member George Turner voting No and all others voting yes.**

6. SLUP 18-002 6721 Covington Highway

Nicole Dozier, Director of Community Development gave an overview of SLUP 18-002.

Council Member Adoma made a motion to open the Public Hearing with Council Member Clanton providing the second. **The motion carried unanimously.**

Spoke in Favor

Michelle Battle

Jerry Stewart

Emdalkachew Abate

Harvindek Seth

Moges Elbabu

Trudy Morgan

Don Patterson

Barbara Hall

Spoke Against

No One

Council Member George Turner made a motion to close the Public Hearing with Council Member Clanton providing the second. **The motion carried unanimously.**

Mayor Lary made a motion to approve SLUP 18-002 for 6721 Covington Highway with Council Member Adoma providing the second. **The motion carried unanimously.**

IX. **PUBLIC COMMENTS:** No one spoke

X. **AGENDA ITEMS:**

7. Ordinance Adopting the City of Stonecrest Travel Policy and Procedures

Attorney Kurrie gave an overview of the Travel Policy and Procedures.

Council Member Clanton made a motion to approve the Ordinance adopting the Travel Policy and Procedures with Council Member Rob Turner providing the second. **The motion carried unanimously.**

XI. CITY MANAGER COMMENTS: No Comments

XII. CITY ATTORNEY COMMENTS:

Spoke on the text amendments and said the City manager would like for all text amendments to come to a work session and there it will be decided if it is warranted or not. He spoke on Grice Consulting and said there is a meeting on Thursday morning at 10:00am and there was a complaint raised by a citizen regarding the resolution that was passed in May regarding Grice. The claim is that it violated the open meeting act because it was not on the agenda. He said his recommendation would be to rescind the motion or just let it go and let the chips fall where they fall. He also spoke on the number of open record requests.

XIII. MAYOR AND COUNCIL COMMENTS:

Council Member Cobble had no comments.

Council Member Rob Turner spoke on the career fair held with the breakfast in District 2 and said there were over 500 hundred people in attendance. He thanked the Mayor and Assistant City Manager for attending.

Council Member George Turner spoke on DeKalb County open house for SPLOST on next Thursday. He said starting Saturday July 21st KIMO which stands for Kindness in Memory of Others will begin their Acts of Kindness in Stonecrest.

Council Member Adoma said on tomorrow at 6:00pm she will have a Town Hall Meeting at the Library, July 21st Coffee and Conversation at the Hilton, August 2nd a Smart Innovative City Radiest Breakfast Forum, September Citizens Engagement Forum and Luncheon at the Library, October Coffee Walk at Arabia Mountain Park and Nov. 3rd from 10:00 to 3:00 Citywide Kids Health Festival and Fashion Show.

Mayor Lary spoke on time limits for speakers during Public Hearings.

XIV. ADJOURNMENT:

Council Member George Turner made a motion to adjourn the meeting with Council Member Rob Turner providing the second. **The motion carried unanimously at 9:45p.m.**

XV. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE



CITY COUNCIL AGENDA ITEM

SUBJECT: Intergovernmental Agreement for Election Services with DeKalb County

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

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney & Assistant City Manager

PURPOSE: This agreement is between the City of Stonecrest and DeKalb County for Election Services. The City of Stonecrest desires to contract with DeKalb County to conduct all municipal elections.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

January 8, 2018

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF STONECREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2018, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Stonecrest, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as "SB 208"); and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

**ARTICLE 2
TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia, will renew on an annual basis, and will terminate on December 31, 2067, unless otherwise terminated as set forth herein.

**ARTICLE 3
DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests, as necessary, for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (“the Calls”) as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City’s legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter; provided, however, the BRE and/or the
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to,

court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

**ARTICLE 7
RECORDKEEPING AND REPORTING**

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 8
TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least one hundred twenty (120) days prior to the effective date of the termination.

**ARTICLE 9
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Director, DeKalb County Registrations and Elections
 4380 Memorial Drive, Ste. 300
 Decatur, Georgia 30032

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Stonecrest
 3120 Stonecrest Blvd.
 Stonecrest, Georgia 30038

With a copy to: Thompson Kurrie, Jr., City Attorney
 City of Stonecrest
 3475 Lenox Road, NE, Ste 400
 Atlanta, Georgia 30326

**ARTICLE 10
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 14
COUNTERPARTS**

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

ATTEST:

(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

ERICA HAMILTON
Director / Supervisor
DeKalb County Board of
Registrations and Elections

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF STONECREST, GEORGIA

(SEAL)
JASON LARY, SR.
Mayor

ATTEST:

APPROVED AS TO SUBSTANCE:

BRENDA JAMES
Municipal Clerk

THOMPSON KURRIE, JR.
City Attorney

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF STONECREST hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20____.

(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF STONECREST _____ Election on _____.

This _____ day of _____, 20____.

(SEAL)
Elections Supervisor
DeKalb County Board of
Registrations and Elections



CITY COUNCIL AGENDA ITEM

SUBJECT: Intergovernmental Agreement for 911 Dispatch of Police, Fire, Emergency Medical, Animal Services and Enforcement Calls with DeKalb County

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney & Assistant City Manager

PURPOSE: This agreement is between the City of Stonecrest and DeKalb County for 911 Dispatch of Police, Fire Emergency Medical, Animal Services and Enforcement Calls within the City Limits of the City of Stonecrest.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

INTERGOVERNMENTAL AGREEMENT
Between
DEKALB COUNTY, GEORGIA and
THE CITY OF STONECREST, GEORGIA
FOR 911 DISPATCH OF POLICE, FIRE, EMERGENCY MEDICAL, AND
ANIMAL SERVICES and ENFORCEMENT CALLS
WITHIN THE CITY LIMITS of
STONECREST, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Stonecrest, Georgia (“City”) on ____ day of _____, 2018.

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia;

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as “SB 208”); and

WHEREAS, the City intends to utilize the County’s 911 Emergency Communication Department for 911 Emergency Communications Services (hereinafter, collectively referred to as “DeKalb 911” and/or “911 services”);

WHEREAS, the County shall provide services for the intake of 911 calls from City residents for police services, fire services, emergency medical services, and animal services (hereinafter, “Police/Fire/EMS/AS&E Services”) to and through DeKalb 911 for dispatch and handling;

WHEREAS, the City and County acknowledge that the County incurs costs and expenses when providing 911 services;

WHEREAS, the City and the County desire to enter into this Intergovernmental Agreement to describe the 911 services and the parties’ responsibilities, duties and payments so that 911 calls hereunder are transferred in an orderly, secure, efficient and timely manner to the County for dispatch and handling; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to describe the technical upgrades, interfaces, equipment, responsibilities, duties, and costs so that 911 calls for Police/Fire/EMS/AS&E Services are transferred in an orderly, secure, efficient and timely manner to the DeKalb 911 for dispatch and handling.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 **911 Services** means the receipt of incoming calls for service through the enhanced 9-1-1 telephone system for emergency and non emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action by the City or the County. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct, agency or department. This is considered the vital and necessary communications link between residents of the City, the County Police, the County Fire Department, the County's Emergency Medical Service department or provider, and the Animal Services and Enforcement Division. These services are also considered the vital and necessary communications link between citizens of the County and the City through consolidated, Enhanced 911 call reception and radio dispatching of requests for services. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to the City and the County field units and the County emergency medical services provider dispatched through 911.

2.2 **City's Emergency Communications Provider** means the Emergency Communications Department or contractor designated or retained by the City to receive and dispatch 911 calls from City residents to DeKalb 911 for dispatch and handling by the County's Police, Fire Department, Emergency Medical Services department or provider and the Animal Services and Enforcement Division.

2.3 **DeKalb 911** means the County Emergency Communications Department that accepts and dispatches 911 calls for the unincorporated areas of the County and some of the municipalities located in the County.

2.4 **Police/Fire/EMS/AS&E Service(s)** means the service(s) provided to City residents as a result of a resident's 911 call, by the County's Police Department, Fire Department, Emergency Medical Services department or provider and the Animal Services and Enforcement Division.

2.5 **Call** means a 911 call originating within the City's boundaries that requires the dispatch and response of police, fire suppression apparatus, emergency medical service

providers, animal services and enforcement units, or some other non-emergency response such as water and sewer trucks, sanitation, etc.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement shall begin on the date of execution and concludes at 2400 hours on December 31, 2018. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 SERVICES

4.1 During the term of this Agreement, the County shall provide at least the same 911 Services for Police/Fire/EMS/AS&E Services to the City that are provided to unincorporated DeKalb County in 2018. At all times contemplated by this Agreement, the City and the County shall meet the 911 service requirements for the 911 Emergency Communications Services as specified by the Georgia Emergency Management Agency. The designated services to be performed by each party to this Agreement shall be provided on a continual 24-hour per day basis, seven days a week. Concerns with performance levels will be addressed as they occur. Timely notification of performance issues can be made verbally or via written communication. Results will be delivered in a timely manner, and if necessary, further discussions can be held with the appropriate staff from the affected entity.

4.2 During the term of this Agreement, the City hereby authorizes the County to collect 911 fees within the City of Stonecrest at the same rate and method as the County collects 911 fees from within unincorporated territory.

ARTICLE 5 CITY-COUNTY RELATIONS, EMPLOYEE STATUS, RECORDKEEPING

5.1 The County's Public Safety/911 Director shall notify the City at least 90 days before any change is made to any County's technology used in or by any system or equipment that will impact the transfer of 911 calls to the City.

5.2 All County employees providing services pursuant to this Agreement are and will continue to remain County employees. County employees shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All City employees providing services pursuant to this Agreement are and will continue to remain City employees. City employees shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits.

5.3 The parties agree that, at any time during this Agreement, the County has the right to contract with third party persons or entities (hereinafter collectively, the "Contractor") for any and all 911 call services and systems contemplated herein. If services required or associated with this Agreement are performed by a Contractor, the City and County agree that all services provided by the Contractor shall be by employees of Contractor and subject to supervision by the Contractor and not as officers or employees of the County or City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits and other similar administrative procedures applicable to services rendered by the Contractor shall be those of the Contractor, not the County or the City.

5.4 The City and the County shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

ARTICLE 6 TERMINATION AND REMEDIES

6.1 The City or County may terminate this Agreement with or without cause by giving one-hundred and eighty (180) days prior written notice to the other party.

6.2 If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty-three (33) days after the date of the written notice from the City to cure the stated cause for termination.

6.3 If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty-three (33) days after the date of the written notice from the County to cure the stated cause for termination.

6.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 7 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:	Executive Assistant 1300 Commerce Drive, 6 th Floor Decatur, Georgia 30030
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With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Lithonia, GA 30038

With a copy to: City Attorney
City of Stonecrest
3120 Stonecrest Blvd.
Lithonia, GA 30038

With a copy to: Thompson Kurrie, Jr.
City Attorney
3475 Lenox Road, NE,
Suite 400
Atlanta, Georgia 30326

The parties agree to give each other non-binding facsimile notice and all notices sent to the addresses listed above shall be binding unless said address is changed in writing. Future changes in address shall be effective upon written notice being given by the City Manager to the County's Executive Assistant or by the County's Executive Assistant to the City Manager via certified first class U.S. mail, return receipt requested.

**ARTICLE 8
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County's Governing Authority.

**ARTICLE 9
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 10
ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 11
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 12
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 13
INDEMNITY**

13.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its elected officials, officers, employees, or agents (hereinafter collectively referred to as "County Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County Employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of any action or service under this

Agreement by the City, its elected officials, employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its elected officials, officers, employees, or agents (hereinafter collectively referred to as "City Employees") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its elected officials, officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of any action or service under this Agreement by County Employees. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

13.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

13.3 Nothing herein shall be construed as creating any individual or personal liability on the part of any County or City Employees, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

ARTICLE 14 COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This ____ day of _____, 2018.

DEKALB COUNTY, GEORGIA

MICHAEL J. THURMOND
Chief Executive Officer

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MARSHALL MOONEYHAM
Director of 911 Communications

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF STONECREST, GEORGIA

(SEAL)
JASON LARY, SR.
Mayor

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MICHAEL HARRIS
City Manager

THOMPSON KURRIE, JR.
City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Intergovernmental Agreement for the Provision of Police Services with DeKalb County

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney & Assistant City Manager

PURPOSE: This agreement is between the City of Stonecrest and DeKalb County for the Provision of Police Services.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF POLICE SERVICES**

**Between
DEKALB COUNTY, GEORGIA and
THE CITY OF STONECREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Stonecrest, Georgia (“City”).

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as “SB 208”); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide police services within the boundaries of Stonecrest; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to sustain public safety and protect life and property within the City through enforcement of local, state and federal laws through the use of County police services.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 **Chief of Police** means the DeKalb County police chief or designee.

2.2 **City Police Chief** means the top police official in the City of Stonecrest who is not a DeKalb County employee.

2.3 **Police Services** all basic and non-basic services as directed and determined by the County for the purposes of enforcing the applicable laws, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such services include, but are not limited to: (1) conducting criminal investigations of incidents of crime in order to arrest responsible persons for prosecution; (2) directing and enforcing laws, (3) responding to emergency and non-emergency calls for service, (4) conducting field interviews, (5) arresting criminal offenders, (6) directing and controlling traffic, and (7) issuing

citations, appearing in court (collectively, "Police Services"). These Police Services constitute the comprehensive police services provided by the County each day of the year, on a 24-hour per day basis within the jurisdictional boundaries of the City. **The County reserves the right to charge for non-basic services such as responses to acts of God, exigent circumstances that require a larger than typical police presence, unusual service, and/or deployment of specialized police equipment.**

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement is *an annual contract renewable for a total of ten (10) years*, commencing _____, 2018 at 0000 hours and concluding at 2400 hours on _____, 2028. This Agreement shall automatically renew for an additional ten (10) years without further action by the City or the County unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all police services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The City may request a maximum twenty-four (24) month transition period subject to the terms herein. The parties agree that upon termination, the County's obligation to provide police services (pursuant to O.C.G.A. 36-31-8 and SB 208) shall terminate.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 As part of this Agreement, the City agrees to remain within the DeKalb special service tax district for Police Services and nothing in this Agreement shall preclude the County's right to continue to collect the DeKalb special service tax district taxes from the residents of the City for all police services originating within the City of Stonecrest and under this Agreement. The County reserves the right to charge the City the actual cost of any specific non-basic services performed due to exigent circumstances or at the request of the City.

4.2 The City agrees that the County remains entitled to impose, collect and retain all the false alarm fees. The City may set the amount of false alarm fees by requesting the same in writing, subject to County approval. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for false alarm calls originating from within the City of Stonecrest.

4.3 The parties acknowledge that precinct boundaries shall be determined by the County, at the sole discretion of the County, and input from the City Manager shall be included when practicable under the circumstances.

**ARTICLE 5
CHIEF OF POLICE**

The DeKalb County Chief of Police will direct and manage the daily police operations in the City and supervise the delivery of police services contracted for in this Agreement. While the Chief of Police shall retain control and direction of the police services hereunder, the City may request meetings or provide input regarding police operations for the County's consideration.

**ARTICLE 6
SERVICES**

6.1 The division of labor and workforce within the Police Department will remain the sole discretion of the County and shall be based on, but is not limited to, call volumes, incident reports, pending cases, crime statistics, crime trends, land area, and population or any other factors, as determined by the County. During the term of this Agreement, the County shall provide Police Services consistent with the police services provided in the unincorporated areas (in the County) in 2017. The County and the City intend to enter into separate mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring law enforcement departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response (*time) reports will be provided by the Chief of Police if requested by the City Manager.

6.3 The parties acknowledge that, in the event that the City of Stonecrest appoints a City Police Chief, such official is not in the chain of command of any DeKalb County Police Department Employee and does not have the authority to direct the activities of any employee of the DeKalb County Police Department. The City Manager and/or the City Police Chief will contact the DeKalb County Chief of Police to resolve any concerns regarding the scope of work contemplated under this Agreement.

6.4 The parties acknowledge and agree that a sworn police officer assigned to the City shall attend all scheduled Stonecrest city council meetings. Additionally, a sworn police officer assigned to the City shall attend such other Stonecrest meetings (other than scheduled Stonecrest city council meetings) as requested by the City. The City shall compensate such sworn police officer(s) for attendance at such other Stonecrest meetings at their standard hourly rate with the County.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide DeKalb County police personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon police services, in accordance with DeKalb County Police policies and procedures. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Police Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Police Department.

**ARTICLE 8
AUTHORITY TO ENFORCE THE LAW IN STONECREST**

8.1 Sworn police officers assigned to the City, if any, shall take an oath administered by an official authorized by the City of Stonecrest to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1, prior to enforcing the ordinances of the City of Stonecrest.

8.2 Every sworn police officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the Police Services within the scope of this Agreement.

8.3 Sworn police officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to make arrests or issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the City of Stonecrest.

8.4 Sworn police officers shall enforce applicable City and County ordinances and violations of City traffic ordinances and shall appear, in the Municipal Court of the City of Stonecrest or the DeKalb State Court, where applicable and as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, citation books or electronic methods containing the Municipal Court information to the uniform patrol officers working within the City.

**ARTICLE 9
EMPLOYMENT STATUS**

9.1 All sworn officers as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

9.2 All sworn officers as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County police department command structure. Officers, police department staff and personnel are under the supervision of the Chief of Police.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

10.1 The County Police Department Records Section is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain Initial Incident Reports, Supplemental Reports and other reports relating to police department activity in the City, consistent with the County's records retention policies.

10.2 During the term of this Agreement, the County will continue to compile, maintain and submit all law enforcement data for the City, including NIBRS and UCR statistics, to state and federal authorities in the form and manner required of police agencies in Georgia. The City shall be responsible for the creation of any necessary User Agreements with the Georgia Crime Information Center ("GCIC") and the establishment of a unique *ORI* in order for the County to comply with this paragraph. In addition, the City shall be responsible for any costs incurred with the County's software vendor if software modifications are necessary in order to comply with this paragraph. Otherwise, the DeKalb County Police Department will continue to report the required crime statistics to the State and Federal governments as a part of unincorporated DeKalb County for the duration of this Agreement.

10.3 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11 CITY-COUNTY RELATIONS

11.1 The DeKalb County Chief of Police will notify the City Manager and/or City Police Chief in the event of a significant criminal occurrence or emergency situation within the City as determined by the DeKalb County Chief of Police. In the event the City determines additional City officials should be included, they may designate additional City officials to participate in the discussion related to the definition of such events.

11.2 The County shall be the sole provider of services that require sworn law enforcement personnel within the City during the term of this Agreement.

ARTICLE 12 TRANSITION

12.1 The County and City agree that twenty-four (24) months prior to the end of this Agreement, the City shall notify the County, the County Executive Assistant, the County Attorney, and the Chief of Police in writing of the City's intent to take over police services within the City of Stonecrest, and the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

12.2 The parties acknowledge that the City Manager and City Chief of Police are not in the chain of command of any DeKalb County Police Department Employee and does not have the authority to direct the activities of any employee of the DeKalb County Police Department.

ARTICLE 13 TERMINATION AND REMEDIES

13.1 Unless mutual termination is otherwise reached, the City may terminate this Agreement with or without cause by giving twenty-four (24) months prior written notice to the County. If the City intends to terminate this Agreement for cause prior to the expiration of the term of this Agreement, the City must notify the County in writing, said notice which must

specify the basis for the termination; provide at least thirty (30) days to cure, and must provide an opportunity to cure by reviewing an action plan acceptable to the City and the County.

13.2 Unless mutual termination is otherwise reached, the County may terminate this agreement by giving the City twenty-four months written notice of termination prior to the termination and withdrawal of Police Services.

13.3 Should this Agreement be terminated during the course of a calendar year, the County agrees to contribute ad valorem and any special service tax district tax revenue received for Police Services within the City during the bifurcated year to the City upon the County's receipt of such amounts from the Tax Commissioner. Such amount shall be decreased by a percentage representing the number of days during that year services were provided by the county. The contributions will occur fifteen (15) days after the first tax payment installment, fifteen (15) days after the second tax payment installment, with a final payment on January 15th of the following tax year in order to reconcile any remaining tax revenue from the bifurcated year.

13.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Stonecrest
 3120 Stonecrest Blvd.
 Stonecrest, Georgia 30038

With a copy to: City Attorney
 City of Stonecrest
 3120 Stonecrest Blvd.
 Stonecrest, Georgia 30038

With a copy to: Thompson Kurrie, Jr.
 City Attorney

3475 Lenox Road, NE,
Suite 400
Atlanta, Georgia 30326

**ARTICLE 15
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 16
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 17
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
INDEMNITY**

20.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

20.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

20.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

**ARTICLE 21
COUNTERPARTS**

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

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

May 31, 2018

This _____ day of _____, 2018.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

(SEAL)

BARBARA SANDERS-NORWOOD
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JAMES CONROY
Chief, DeKalb County Police

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF STONECREST, GEORGIA

JASON LARY, SR.
Mayor

(SEAL)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MICHAEL HARRIS
City Manager

THOMPSON KURRIE, JR.
City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Intergovernmental Agreement for the Provision of Fire Rescue Services with DeKalb County

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney & Assistant City Manager

PURPOSE: This agreement is between the City of Stonecrest and DeKalb County for the Provision of Fire Rescue Services.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE RESCUE SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF STONECREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, is entered into by and between DeKalb County, Georgia ("County") and the City of Stonecrest, Georgia ("City").

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as "SB 208"); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide fire rescue services within the boundaries of Stonecrest; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide fire rescue services within the City.

**ARTICLE 2
DEFINITIONS**

For the purposes of the Agreement, the following terms shall be defined as:

2.1 **"Fire Chief"** means the director of the DeKalb County Fire and Rescue department or designee.

2.2 **"Fire Code"** means (1) those applicable provisions of state law related to fire rescue services, including the state fire safety rules, the International Fire Code and (2) those applicable provisions of the Code of Dekalb County, Georgia related to fire rescue services including but not limited to Chapter 12 of the Code of Dekalb County, Georgia and (3) those applicable provisions of the Ordinances of the City of Stonecrest, Georgia that may be enacted during the term of this Agreement related to fire rescue services.

2.2 **"Fire prevention tax district"** means the area of land in DeKalb County, Georgia that has been designated as the fire prevention tax district in which the County imposes

and collects from the taxpayers in the district a separate fire tax for the purpose of defraying the cost of the County fire rescue services provided to the taxpayers in the district.

2.3 "Fire Rescue Services" means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and emergency medical service transports service provided by County Fire and Rescue Department personnel.

**ARTICLE 3
TERM OF AGREEMENT**

The term of the Agreement is for a total of ten (10) years, commencing _____ 2018 at 0000 hours and concluding at 2400 hours on December 31, 2018. This Agreement shall automatically renew without further action by the City or County on January 1st of each succeeding year for an additional nine (9) years unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all Fire Rescue Services within its boundaries, unless extended by mutual Agreement by both governing bodies. The parties agree that, at the time of termination the County's obligation (pursuant to O.C.G.A. 36-31-8 and SB208) to provide the services covered by this Agreement shall terminate.

**ARTICLE 4
COMPENSATION AND CONSIDERATION**

4.1 For the Fire Rescue Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect the special service tax district and fire prevention district tax annually in the same manner and at the same rate that such tax is imposed and collected within the portion of the DeKalb fire prevention tax district that is located in unincorporated portions of DeKalb County. The City agrees to remain within the DeKalb fire prevention tax district, and nothing in this Agreement shall preclude the County's right to continue to collect DeKalb fire prevention district taxes from the residents of the City for all Fire Rescue Services originating within the City of Stonecrest.

4.2 The City agrees that the County remains entitled to impose, collect and retain all ambulance transport fees. Ambulance transport fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County, whether in effect at the time of this Agreement or approved by the DeKalb County Governing Authority at some future date. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for ambulance transport calls originating from within the City of Stonecrest.

**ARTICLE 5
FIRE CHIEF**

The Fire Chief will direct and manage the daily fire rescue operations in the City and supervise the delivery of Fire Rescue Services contracted for in this Agreement.

**ARTICLE 6
SERVICES**

6.1 During the term of this Agreement, the County shall provide the same Fire Rescue Services to the City as are provided in unincorporated area of DeKalb County. Such Fire Rescue Services shall equal or exceed the Fire Rescue Services provided by the County in 2016 within the area that comprises the City. The County shall provide Fire Rescue Services on a continual 24-hour per day basis. The County and the City intend to enter into mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring fire departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response reports will be provided by the Fire Chief if requested by the City Manager.

6.3 All emergency incidents within the City shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this Agreement, the City agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Code of DeKalb County, Georgia, including but not limited to Chapter 12 of the Code of DeKalb County, Georgia and any amendments thereto without the written consent of the Fire Chief. Such consent shall not be unreasonably withheld.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide DeKalb County Fire and Rescue personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon Fire Rescue Services, in accordance with DeKalb County Fire and Rescue Department policies and procedures. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Fire and Rescue officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Fire and Rescue Department.

**ARTICLE 8
AUTHORITY TO ENFORCE THE LAW IN STONECREST**

8.1 The Fire Chief shall designate the fire rescue officers to be sworn in and take an oath administered by an official authorized by the City of Stonecrest to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking fire rescue duties pursuant to this Agreement to enforce the Fire Code.

8.2 Every fire and rescue officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with all other powers of the County that are necessary to provide the Fire Rescue Services within the scope of this Agreement.

8.3 The Fire Chief shall be and hereby is vested with the additional power to enforce the Fire Code, to make arrests or issue citations incident to the enforcement of the Fire Code, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the Fire Code is made for the sole and limited purpose of giving official and lawful status to the performance of Fire Rescue Services provided by fire and rescue officers within the City of Stonecrest.

8.4 Fire and Rescue officers shall enforce the Fire Code and shall appear in the Municipal Court of the City of Stonecrest as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within the City.

ARTICLE 9 EMPLOYMENT STATUS

All County Fire and Rescue Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County Fire and Rescue Department personnel operating in the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County Fire and Rescue Department command structure. Fire and rescue personnel are under the supervision of the DeKalb County Fire Chief.

ARTICLE 10 FIRE INSPECTION AND PREVENTION

10.1 Until the City has notified the County that the City will provide fire marshal services, the County shall also provide fire inspection and prevention services which include, but are not limited to, the following:

- a. Review of all interior finished, new structures, additions and renovation of all commercial buildings and multi-family buildings, whether existing or to be constructed in the City;
- b. Reviewing plans for both new construction and renovations of existing structures;
- c. Final inspections for all commercial and multi-family buildings;
- d. Inspections for business licenses or change of occupancy;
- e. Inspections required for setting occupancy loads;
- f. Enforcement of fire lane and handicap parking regulations; and
- g. Enforcement of the Fire Code.

10.2 The County shall be entitled to collect the plan review, permit and inspection fees in connection with commercial and multi-family buildings constructed or renovated in the City if such structures or plans are reviewed or inspected by the Fire and Rescue Department. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County for

similar permits, inspections and plan reviews, whether in effect at the time of this Agreement or as approved by the DeKalb County Governing Authority at some future date.

10.3 Construction plans and accompanying documents for all buildings subject to the provisions of this Agreement shall be submitted to the Fire Chief. Interior finish work and minor building additions may make use of the Fire and Rescue department "walk through" process.

10.4 Until the City has notified the County that the City will be providing "fire marshal services", following completion of final inspection of commercial and multi-family buildings by the Fire Chief:

- a. The City shall not issue any Certificate of Occupancy without the express written approval of the Fire Chief.
- b. The City shall issue the Certificate of Occupancy when the City is satisfied that the project has complied with all City requirements.
- c. The City shall be responsible for notifying utilities companies in connection with the issuance of Certificates of Occupancy.
- d. The issuance of the Certificate of Occupancy by the City shall in no way obligate the City to make any plan review or inspections of the building, and it is specifically agreed that the City shall have the right to rely upon the plan review and inspections performed by the Fire Chief.

10.5 Retaining walls, tents, signs, greenhouses, satellite dishes, Christmas tree lots, emission inspections stations, and similar projects or structures shall not be subject to the provisions of this Agreement, and the City shall continue to issue permits and/or approvals for such projects.

10.6 Both the City personnel and the County Fire and Rescue officers are authorized to issue citations for violations of the Fire Code.

10.7 The City shall be responsible for inspections of all erosion control and site work on all projects within the City.

10.8 The City shall be responsible for enforcement of building code requirements and shall issue all citations necessary to prosecute any building code violations in the Municipal Court of Stonecrest.

ARTICLE 11 RECORDKEEPING AND REPORTING

The County Fire and Rescue Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire and Rescue Department activity within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 12
CITY — COUNTY RELATIONS

The DeKalb County Fire Chief will notify the City Manager in the event of a significant fire rescue emergency situation within the City. The DeKalb County Fire Chief and City Manager shall designate what they consider "significant" by a memorandum. The County shall be the sole provider of services within the City that require sworn fire rescue personnel during the term of this Agreement.

ARTICLE 13
TRANSITION

The County and City agree that twenty-four (24) months prior to the end date of this Agreement, the City Manager and Executive Assistant will meet and confer to effect a smooth transition.

ARTICLE 14
TERMINATION AND REMEDIES

14.1 The City may terminate this Agreement with or without cause by giving twenty-four (24) months prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

14.2 The County may terminate this Agreement for cause by giving twenty-four (24) months prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination, and the City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

14.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 Manual Maloof Building
 1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City Manager
City of Stonecrest
_____ Stonecrest, Georgia 300____
_____ Office Number

With a copy to: Thompson Kurrie, Jr., City Attorney
City of Stonecrest
3475 Lenox Road, NE
Suite 400
Stonecrest, Georgia 30326
Office number

**ARTICLE 16
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 17
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 18
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 19
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any

representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 20
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 21
INDEMNITY**

21.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or 'agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

21.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

21.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

May 29, 2018

**ARTICLE 22
COUNTERPARTS**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This ____ day of _____, 2018.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DARNELL D. FULLUM
Chief, DeKalb County Fire Rescue

County Attorney

CITY OF STONECREST, GEORGIA

(SEAL)

Jason Lary, Sr., Mayor

, Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

, City Manager

Thompson Kurrie, Jr., City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance of the City of Stonecrest Adopting Additional Taxation Regulations in Chapter 24

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney/ Leonid Felgin

PURPOSE: This item is to adopt additional taxation regulations in Chapter 24.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: First Read

1 **ORDINANCE OF THE CITY OF STONECREST, GEORGIA, ADOPTING**
2 **ADDITIONAL TAXATION REGULATIONS IN CHAPTER 24 OF THE CITY CODE.**

3 **WHEREAS**, the City of Stonecrest, Georgia Mayor and City Council are authorized by the
4 City Charter to adopt business regulations and levy certain business and property taxes as
5 authorized by the laws of the State of Georgia; and
6

7 **WHEREAS**, the City has previously adopted Article I of Chapter 24 to regulate insurance
8 company licensing fees and gross direct premium taxes; and
9

10 **WHEREAS**, the City Council is vested with the responsibility to regulate taxation in the City
11 and to adopt appropriate regulations for ad valorem taxation, hotel/motel taxation, taxation of
12 depository institutions, short-term rental taxation, and excise taxation on motor vehicle rentals.
13

14 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby
15 ordain as follows:
16

17 **Section 1: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt**
18 **Article II (“Ad Valorem Taxes”) of Chapter 24 (“Taxation”) to read as follows:**
19

20 **ARTICLE II. AD VALOREM TAXES.**

21 **Sec. 24-11. Annually Set.**

22 The ad valorem tax rate for each year shall be established annually by the City
23 Council.

24 **Sec. 24-12. Maximum Rate.**

25 Except as otherwise allowed by law, for all years, the millage rate imposed for
26 ad valorem taxes on real property shall not exceed 3.35, unless a higher millage
27 rate is adopted by Home Rule or recommended by resolution of the City Council
28 and subsequently approved by a majority of the qualified electors of the City
29 voting on the issue, provided that the amount of millage associated with general
30 obligation bonds shall not count as part of the 3.35 limit since such millage is
31 already subject to approval by the electors of the city in a separate referendum.

32 **Sec. 24-13. Fines for Delinquent Returns.**

33 Any person failing to properly return his real property, for tax purposes, on or
34 before March 1 of each year shall be assessed a penalty of ten percent of the
35 amount of taxes due the city. Said penalty shall be in addition to the amount of

36 ad valorem taxes due the city and also in addition any costs and interest
37 permitted by law.

38 **Sec. 24-14. Due Date.**

39 (a) The ad valorem taxes due the City for the first installment shall become
40 due and payable on July 1 and shall be delinquent after September 30,
41 taxes for the second installment are due October 1 and shall be
42 delinquent after November 15 of each tax year.

43 (b) Any installment of ad valorem taxes due to the City that is not paid on or
44 before the delinquency date shall be in default, and shall bear interest
45 and penalties, now or hereafter, as provided by law for taxes which are
46 delinquent or in default, and executions shall be issued therefore, at such
47 time the city has met the legal requirements of all state and local laws.

48 (c) In addition, interest shall accrue on such unpaid taxes at the rate of one
49 percent per month beginning on January 2 following the November when
50 such taxes were due and continuing thereafter until paid in full. All
51 interest shall be computed at the rate of one percent per month or for any
52 fraction thereof.

53 **Sec. 24-15. Collection of Delinquent Taxes.**

54 (a) The duty to collect by levy and sale, or otherwise, for delinquent taxes is
55 hereby imposed upon the City Tax Collector or designee as issuing
56 officer, and the county sheriff as execution officer. All levies of
57 execution for delinquent taxes shall be in the name of the City. This duty
58 may be contracted, by the City Council, to a third party.

59 (b) It shall be the duty of the City Tax Collector or designee, to comply with
60 all provisions of state law for issuing, sale and transfer of tax executions
61 and laws governing judicial sales and to:

62 (1) Keep a file of all newspapers in which an official advertisement
63 appears;

64 (2) Keep an execution docket in which shall be entered a full
65 description of all executions;

- 66 (3) Maintain a book of all sales;
- 67 (4) Maintain an index to the sales and executions.
- 68 (c) The City Tax Collector or his designee shall sign all levies, notices,
69 advertisements, and the like in his name for the City.
- 70 (d) Execution issued in the name of the City for delinquent ad valorem taxes
71 shall be directed and delivered to the sheriff, who shall enter the
72 execution upon the docket to be kept in his office and he shall proceed to
73 enforce the collection of the execution in the manner prescribed by law.
- 74 (e) The City Tax Collector or his designee will issue all fieri facias (fi. fas.)
75 for delinquent taxes and the sheriff shall execute such fi. fas. under the
76 same procedures provided by law governing execution of such process
77 from the Superior Court, or by the use of any other available legal
78 process and remedies.

79 **Sec. 24-16. Assessment of Property for Ad Valorem Taxes.**

- 80 (a) The County Board of Tax Assessors is hereby designated to have the
81 responsibility for assessment and valuation of property within the city
82 limits. The City Council shall adopt the assessments and valuations made
83 by the County Board of Tax Assessors for all property located within the
84 city limits, as may be established from year to year by the County Board
85 of Tax Assessors.
- 86 (b) The City Council authorizes the County Tax Commissioner to make such
87 adjustments in the collection of individual items of tax, and to make such
88 refunds as may be proper and necessary, by adding to or deducting from
89 the distribution due the City at the next period of accounting, along with
90 stated explanation of the correction.

91
92 **Section 2: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt**
93 **Article III (“Mobile Homes”) of Chapter 24 (“Taxation”) to read as follows:**
94

95 **ARTICLE III. MOBILE HOMES.**

96 **Sec. 24-30. Decal Required.**

- 97 (a) All persons owning a mobile home based in the City on January 1 of
98 each year shall obtain from the Tax Collector a decal before May 1, as
99 provided in O.C.G.A. §48-5-492. This requirement pertains to all mobile
100 homes, including those exempt from taxation by homestead exemption,
101 or other provisions of state law.
- 102 (b) Such decals shall be affixed to the mobile homes in such a manner as to
103 cause them to be easily visible for inspection.
- 104 (c) Owners of mobile homes locating in the City after January 1 of any year
105 shall be required to report their mobile homes to the office of the Tax
106 Collector within ten business days.
- 107 (d) The Tax Collector shall issue a decal only after a valid development
108 permit has been issued by the Public Works Department to ensure that all
109 applicable zoning and other development standards have been met.

110 **Sec. 24-31. Reports by Mobile Home Park Owners.**

- 111 (a) Every owner and operator of a mobile home park is required to give the
112 Tax Collector or designee an inventory report of all mobile homes based
113 in the park as of October 1 of each year. Such reports shall consist of the
114 manufacturers identification number, title number (if any), manufacturer,
115 year of manufacture, model, serial number, the location including lot
116 number and park name or situs address, and the mobile home owner's
117 name and mailing address for each mobile home in the park. Such report
118 shall be submitted to the Tax Collector no later than October 15 of each
119 year. The Tax Collector or designee shall make the mobile home
120 inventory report available on November 1.
- 121 (b) Every owner, manager and operator of a mobile home park is required to
122 report any mobile home removal from the park prior to said home being
123 removed, if known to the park manager, operator or owner.
- 124 (c) Every owner, manager and operator of a mobile home park shall furnish
125 to the Tax Collector an updated lot map of each park, and any changes
126 shall be reported before January 1 of each year.

127 (d) Every owner, manager and operator of a mobile home park shall notify
128 the City of any change in ownership or of name of any mobile home park
129 within 30 days of such change.

130 **Sec. 24-32. Mobile Homes without Decals may not Remain on Property.**

131 It shall be unlawful for any person owning or controlling land in the City to
132 authorize any mobile home to remain upon its premises for more than 48 hours
133 without the display of a decal issued by the issuing authority of the City.

134
135 **Section 3: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt**
136 **Article IV (“Depository Financial Institutions Business License Tax”) of Chapter 24**
137 **(“Taxation”) to read as follows:**

138
139 **ARTICLE IV. DEPOSITORY FINANCIAL INSTITUTIONS BUSINESS**
140 **LICENSE TAX.**

141 **Sec. 24-50. Definitions.**

142 The following words, terms and phrases, when used in this Article, shall have the
143 meanings ascribed to them in this section, except when the context clearly
144 indicates a different meaning:

145 *Bank* means any financial institution chartered under the laws of any state or
146 under the laws of the United States which is authorized to receive deposits in this
147 state and which has a corporate structure authorizing the issuance of capital stock.

148 *Depository Financial Institution* means a bank or a savings and loan association.

149 *Gross Receipts* means gross receipts as defined in O.C.G.A. §48-6-93.

150 *Savings and Loan Association* means any financial institution, other than a credit
151 union, chartered under the laws of any state or under the laws of the United States
152 which is authorized to receive deposits in this state and which has a mutual
153 corporate form.

154 **Sec. 24-51. Levy Applicability.**

155 An annual business license tax is hereby levied upon all depository financial
156 institutions located within the City at a rate of one-quarter of one percent of the
157 gross receipts of such depository financial institutions. Gross receipts shall mean
158 gross receipts as defined in O.C.G.A. §48-6-93. Depository financial institutions

159 shall mean state and national banks, state building and loan associations, and
160 federal savings and loan associations.

161 **Sec. 24-52. Minimum Tax.**

162 The minimum annual amount of business license tax due from any depository
163 financial institution shall be \$1,000.00.

164 **Sec. 24-53. Filing of Return; Payment.**

165 Pursuant to O.C.G.A. §49-6-93(a), each depository financial institution subject
166 to the tax levied by this Article shall file a return of its gross receipts with the
167 Finance Department not later than March 1 of the year following the year in
168 which such gross receipts are measured. The return shall be in the manner and in
169 the form prescribed by the Commissioner of the State Department of Revenue
170 based on the allocation method set forth in O.C.G.A. §48-6-93. The tax imposed
171 by this Article shall be paid at the time of filing the return.

172 **Sec. 24-54. Penalty and Interest for Failure to Pay Tax; Executions.**

173 (a) Any portion of the tax levied by this article not paid before it becomes
174 delinquent shall be assessed a late penalty and shall bear interest from
175 the date the tax is due until the tax is paid.

176 (b) For purposes of this section, any period of less than one month shall be
177 considered to be one month. The Finance Department shall issue
178 executions against such taxpayer owing taxes, penalties or interest as
179 provided in this section when the same become delinquent. The
180 execution shall be recorded on the general execution docket in the office
181 of the clerk of Superior Court of the County.

182 **Sec. 24-55. Administration.**

183 (a) *Authority of finance department.* The finance Department shall
184 administer and enforce the provisions of this Article for the levy and
185 collection of the tax imposed by this Article.

186 (b) *Rules and regulations.* The Finance Director shall have the power and
187 authority to make and publish reasonable rules and regulations not
188 inconsistent with this Article or other laws of the City and the State or

189 the State constitution or the United States Constitution for the
190 administration and enforcement of the provisions of this Article and the
191 collection of the taxes hereunder.

192 (c) *Examination of records; audits.* The Finance Director or any person
193 authorized in writing by the Director may examine the books, papers,
194 records, financial reports, equipment and other facilities of any licensee
195 liable for the tax, in order to verify the accuracy of any return made, or if
196 no return is made by the licensee, to ascertain and determine the amount
197 required to be paid.

198 (d) *Disclosure of business of operators, etc.; limitations on rule.* The
199 Finance Director or designee shall not make known in any manner the
200 business affairs, operations or information obtained by an audit of books,
201 papers, records, financial reports, equipment and other facilities of any
202 licensee or any other person visited or examined in the discharge of
203 official duty, or the amount of source of income, profits, losses,
204 expenditures or any particular thereof, set forth or disclosed in any
205 return, or to permit any return or copy thereof or any book containing
206 any abstract or particulars thereof to be seen or examined by any person
207 not having such administrative duty under this Article, except in the case
208 of judicial proceedings or other proceedings necessary to collect the tax
209 hereby levied and assessed. Successors, receivers, trustees, executors,
210 administrators, and assignees if directly interested, may be given
211 information as to the items included in the measure and amount of
212 unpaid tax, interest and penalties, or amounts of tax, interest and
213 penalties required to be collected.

214 **Section 4: The Mayor and City Council of the City of Stonecrest, Georgia, hereby re-**
215 **adopts provisions of the previously adopted Excise Tax on Short-Term Rentals of Rooms,**
216 **Lodging and Accommodations as Article V, Chapter 24 (“Taxation”) to read as follows:**

217 **ARTICLE V. EXCISE TAX ON SHORT-TERM RENTALS OF ROOMS,**
218 **LODGING AND ACCOMODATIONS.**
219

220 **Sec. 24-80. Definitions.**

221 The following words, terms and phrases shall, for the purpose of this Article, and
222 except where the context clearly indicates a different meaning, be defined as
223 follows:

224 (1) *Person*: An individual, firm, partnership, joint venture, association, social
225 club, fraternal organization, joint stock company, corporation, nonprofit
226 corporation or cooperative nonprofit membership, estate, trust, business
227 trust, receiver, trustee, syndicate, or any other group or combination acting
228 as a unit, the plural as well as the singular number, excepting the United
229 States of America, the State of Georgia, an any political subdivision of
230 either thereof upon which the City is without power to impose the tax
231 herein provided.

232 (2) *Operator*: Any person operating a hotel or motel in the City, including,
233 but not limited to, the owner or proprietor of the premises, lessee,
234 sublessee, lender in possession, licensee or any other person otherwise
235 operating a hotel or motel.

236 (3) *Occupant*: Any person who, for a consideration, uses, possesses, or has
237 the right to use or possess any room in a hotel under any lease, concession,
238 permit, right of access, license to use or other agreement, or otherwise.

239 (4) *Occupancy*: The use or possession, or the right to the use or possession of
240 any room or apartment in a hotel or the right to use or possession of the
241 furnishings or to the services and accommodations accompanying the use
242 and possession of the room.

243 (5) *Hotel or motel*: Any structure or any portion of a structure, including any
244 lodging house, rooming house, dormitory, Turkish bath, bachelor hotel,
245 studio hotel, motel, motor hotel, auto court, inn, public club, or private
246 club, containing guest rooms and which is occupied, or is intended or
247 designed for occupancy, by guests, whether rent is paid in money, goods,
248 labor, or otherwise. It does not include any jail, hospital, asylum,

249 sanitarium, orphanage, prison, detention, or other building in which
250 human beings are housed and detained under legal restraint.

251 (6) *Guest room.* A room occupied, or intended, arranged, or designed for
252 occupancy, by one or more occupants for the purpose of living quarters or
253 residential use.

254 (7) *Rent:* The consideration received for occupancy valued in money,
255 whether received in money or otherwise, including all receipts, cash,
256 credits and property or services of any kind or nature, and also the amount
257 for which credit is allowed by the operator to the occupant, without any
258 deduction therefrom whatsoever.

259 (8) *Permanent resident:* Any occupant as of a given date who has or shall
260 have occupied, or has or shall have the right of occupancy, of any guest
261 room in a hotel or motel for at least 30 consecutive days next preceding
262 the given date; provided that state and local government officials and
263 employees traveling on official governmental business shall not be
264 considered permanent residents pursuant to O.C.G.A. §48-13-51(g)(3).

265 (9) *Return:* Any return filed or required to be filed as provided in this Article.

266 (10) *Tax:* The tax imposed by this Article.

267 (11) *Monthly period:* The calendar months of any year.

268 (12) *Due date:* From the 20th day after the close of the monthly period for
269 which tax is to be computed.

270

271 **Sec. 24-81. Tax Levied.**

272 There is hereby levied and imposed an excise tax on any person or legal entity
273 licensed by or required to pay a business or occupation tax to the City of
274 Stonecrest for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin,
275 campground, or any other place in which rooms, lodgings, or accommodations are
276 regularly furnished for value at a tax at the rate of five percent (5%) of the lodging
277 charges actually collected from the hotel or motel guest and who receives a room,
278 lodging or accommodation that is subject to the tax. The effective date of the

279 hotel motel tax shall be the first day of the second month from the day this
280 ordinance is passed. The effective date for collection of this tax shall be the date
281 this ordinance is passed by the City's Mayor and Council, otherwise stated as
282 August 7, 2017.

283

284 **Sec. 24-82. Amount of Tax; Use of Revenue Derived from Tax.**

285 The tax will be a total of five percent (5%) and is authorized pursuant to O.C.G.A.
286 §48-13-51(a)(3), with the first three percent (3%) for use in the City's General
287 Revenue Fund, and the remaining two percent (2%) shall be expended for
288 purposes of promoting and marketing tourism conventions and trade shows
289 through a contract with one or more Destination Marketing Organizations
290 ("DMO"s) as defined by O.C.G.A. §48-13-50.2(1).

291

292 **Sec. 24-83. Collection of Tax by Operator.**

293 Every such guest subject to the tax levied under this Ordinance shall pay the tax
294 to the person or entity providing the room, lodging or accommodation. The tax
295 shall be a debt of the person obtaining the room, lodging or accommodation to the
296 person or entity providing such room, lodging or accommodation until it is paid
297 and shall be recoverable at law by the person or entity providing such room,
298 lodging or accommodation in the same manner as authorized for other debts. The
299 person or entity collecting the tax shall remit the tax to the City of STonecrest,
300 and the tax remitted shall be a credit against the tax imposed by this Ordinance on
301 the person or entity providing the room, lodging or accommodation.

302

303 **Sec. 24-84. Exemptions.**

304 The tax hereby levied and imposed shall not apply to charges made for any
305 rooms, lodgings, or accommodations provided to any persons who certify that
306 they are staying in such room, lodging or accommodation as a result of the
307 destruction of their home or residence by fire or other casualty. The tax shall
308 apply to the fees or charges for any rooms, lodgings or accommodations during

309 the first 30 days of continuous occupancy and shall not apply to charges imposed
310 for any continued occupancy thereafter. The tax shall not apply to charges made
311 for the use of meeting rooms or other such facilities or to any rooms, lodgings or
312 accommodations provided without charge. The tax shall not apply to charges for
313 any rooms, lodgings or accommodations furnished for a period of one (1) or more
314 (2) days for use by Georgia State or local government officials or employees
315 while travelling on official business.

316

317 **Sec. 24-85. Registration of operator; Form and contents; Execution;**
318 **Certificate of Authority.**

319 Every person engaging or about to engage in business as an operator of a hotel or
320 motel in this City shall immediately register with the City Manager of the City, on
321 a form provided by the City. Persons engaged in that business must so register no
322 later than thirty (30) days after the date this Article becomes effective and the tax
323 is imposed, but the privilege of registration after the imposition of the tax shall
324 not relieve any person from the obligation of payment or collection of tax on and
325 after the date of imposition thereof, regardless of registration.

326

327 **Sec. 24-86. Determination; Due date; Returns and payments; Collection fee.**

328 (a) All amounts of the hotel/motel tax shall be due and payable to the City
329 Finance Director monthly on or before the twentieth day of every month
330 succeeding each respective monthly period.

331 (b) On or before the twentieth day of the month following each monthly
332 period, a return for the preceding monthly period shall be filed with the
333 City manager showing the gross rent, rent from permanent residents,
334 taxable rent, amount of tax collected or otherwise due for the related
335 period, and any other information as may be required by the City
336 Manager.

337 (c) Operators collecting a tax shall be allowed a percentage of the tax due and
338 accounted for and shall be reimbursed in the form of a deduction in

339 submitting, reporting, and payment of the tax due, only if the amount is
340 not delinquent at the time of payment. The rate of deduction shall be three
341 (3) percent of the amount due.

342

343 **Sec. 24-87. Deficiency determinations; Interest; Notice.**

344 (a) If the City Finance Director is not satisfied with the return or returns of the
345 tax or the amount of the tax required to be paid to the City by any person,
346 he may compute and determine the amount required to be paid upon the
347 basis of any information within his possession or that may come into his
348 possession and shall report such discrimination to the Mayor and City
349 Council for confirmation. One or more deficiency determinations may be
350 made of the amount due for one or more monthly periods.

351 (b) The amount of the determination shall bear interest at the rate of one
352 percent (1%) per month, or fraction thereof from the due date of taxes.

353 (c) The City Manager or designated representative shall give to the operator
354 written notice of the determination. The notice may be served personally
355 or by mail; if by mail the service shall be addressed to the operator at the
356 address as it appears in the records of the City Manager. Service by mail
357 is complete when delivered by certified mail with a signed receipt.

358 (d) Except in the case of failure to make a return, every notice of a deficiency
359 determination shall be mailed within three years after the twentieth day of
360 the calendar month following the monthly period for which the amount is
361 proposed to be determined, or within three years after the return is filed,
362 whichever period should last expire.

363

364 **Sec. 24-88. Determination if no return made; Interest.**

365 (a) If any person fails to make a return, the City Finance Director shall make
366 an estimate of the amount of the gross receipts of the person, or as the case
367 may be, of the amount of the total rentals in the City which are subject to
368 the tax. The estimate shall be made for the period or periods in respect to

369 which the person fails to make the return and shall be based upon any
370 information which is or may come into the possession of the City's
371 Finance Director. Such determination shall be reported to and confirmed
372 by the Mayor and City Council. Written notice of the determination shall
373 be given in a manner prescribed in Section 24-87.

374 (b) The amount of the determination shall bear interest at the rate of one
375 percent (1%) per month, or fraction thereof, from the twentieth day of the
376 month following the monthly period, for which the amount or any portion
377 thereof should have been returned, until the date of payment.

378 (c) In addition to the interest provided for by subsection (b) of this section,
379 delinquent penalties shall be added to all unpaid balances at the rates
380 prescribed by O.C.G.A. §48-13-58.

381

382 **Sec. 24-89. Administration of Article; Authority of City Manager; Records.**

383 (a) The City Manager shall administer and enforce the provisions of this
384 Article for the collection of the tax imposed by this Article.

385 (b) Every operator renting guest rooms in this City to a person shall keep any
386 records, receipts, invoices, and other pertinent papers in any form as the
387 City Manager may require.

388 (c) The City Manager or any person authorized in writing by the City
389 Manager may examine books, papers, records, financial reports,
390 equipment and other facilities of any operator renting guest rooms to a
391 person and any operator liable for the tax, in order to verify the accuracy
392 of any return made, or if no return is made by the operator, to ascertain
393 and determine the amount required to be paid.

394 (d) In administration of the provisions of this Article, the City Manager may
395 require the filing of reports by any person or class of persons having in
396 that person's possession or custody, information relating to rentals of
397 guest rooms which are subject to the tax. The reports shall be filed with
398 the City Manager and shall set forth the rental charge for each occupancy,

399 the date or dates of occupancy, and any other information as the City may
400 require.

401

402 **Sec. 24-90. Violations.**

403 (a) Any person responsible for reporting, return or payment of the taxes levied
404 pursuant to this Article shall be punished as provided in O.C.G.A. §§48-
405 13-58.1 through 48-13-63. In the event any such person is in violation of
406 any of the provisions of this Article that are not otherwise covered by state
407 law then, upon conviction, such person shall be deemed guilty of an
408 offense and shall be punished in municipal court to the extent of that
409 court's authority.

410 (b) Such person shall be guilty of a separate offense for each and every day
411 during any portion of which any violation of any provision of this Article
412 is committed, continued, or permitted by that person, and shall be
413 punished accordingly. Any operator or any other person who fails to
414 register as required herein, or to furnish any return required to be made, or
415 who fails or refuses to furnish a supplemental return or other data required
416 by the City, or who renders a false or fraudulent return shall be deemed
417 guilty of an offense and upon conviction thereof shall be punished as
418 aforesaid.

419

420 **Sec. 24-91. Collection of tax; Purchaser liable.**

421 (a) At any time within three years after any tax or any amount of tax required
422 to be collected becomes due and payable, and at any time within three
423 years after the delinquency of any tax or any amount of tax required to be
424 collected under this Article, the City may bring an action in a court of
425 competent jurisdiction to collect the amount delinquent, together with the
426 interest, court fees, filing fees, attorneys' fees and other legal fees incident
427 thereto.

- 428 (b) If any operator liable for any amount under this Article sells out his
429 business or quits the business, his successors or assigns shall withhold a
430 sufficient amount of the purchase price to cover the amount required until
431 the former owner produces a receipt from the City Clerk showing that the
432 indebtedness has been paid or a certificate stating that no amount is due.
- 433 (c) If the purchaser of a business fails to withhold from the purchase price as
434 required, he shall be personally liable for the payment of the amount
435 required to be withheld by him to the extent of the purchase price.
- 436 (d) Whenever the amount of any tax or interest has been paid more than once,
437 or has been erroneously or illegally collected or received by the City under
438 this Article, it may be refunded by the City. If the operator or person
439 determines that he has overpaid or paid more than once, which fact has not
440 been determined by the City, he will have 30 days from the date that
441 overpayment was made to provide to the City in writing, via U.S. Certified
442 Mail or overnight delivery, the specific ground upon which the claim is
443 founded. The claim shall be audited. If the claim is approved by the
444 City, the excess amount paid may be credited on any amounts then due
445 and payable from the person by whom it was paid, or his administrators or
446 executors. Should the operator receive a bill for hotel/motel taxes after
447 already remitting such taxes to the City, the operator must provide proof in
448 writing to the City of the previous payment. Such documentation should
449 be provided via U.S. Certified Mail or overnight delivery. The City will
450 audit the claim of previous payment, and if the City finds the operator has
451 made the previously payment, the City shall adjust its records accordingly
452 and issue a statement of payment to the operator.

453

454 **Section 5: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt**
455 **Article VI (“Excise Tax on Rental Motor Vehicles”) of Chapter 24 (“Taxation”) to read as**
456 **follows:**

457

458 **ARTICLE VI. EXCISE TAX ON RENTAL MOTOR VEHICLES**

459 **Sec. 24-100. Definitions.**

460 The following words, terms and phrases, when used in this Article, shall have
461 the meanings ascribed to them in this section, except where the context clearly
462 indicates a different meaning:

463 *Director of Finance* means the head or director of city Finance Department or
464 designee.

465 *Month or monthly period* means the calendar months of any year.

466 *Rental charge* means the total value received by a rental motor vehicle concern
467 for the rental or lease for 31 or fewer consecutive days of a rental motor vehicle,
468 including the total cash and nonmonetary consideration for the rental or lease
469 including, but not limited to, charges based on time or mileage and charges for
470 insurance coverage or collision damage waiver but excluding all charges for
471 motor fuel taxes or sales taxes.

472 *Rental motor vehicle* means a motor vehicle designed to carry ten or fewer
473 passengers and used primarily for the transportation of persons that is rented or
474 leased without a driver regardless of whether such vehicle is licensed in the
475 state.

476 *Rental motor vehicle concern* means a person or legal entity that owns or leases
477 five or more rental motor vehicles and which regularly rents or leases such
478 vehicles to the public for value in the City.

479 *Tax, excise tax or taxes* means the tax imposed by this Article.

480 **Sec. 24-101. Authority; Effective Date; Rules and Regulations; Record.**

481 (a) *Authority.* The Finance Department shall administer and enforce this
482 Article for the levy and collection of the tax as authorized by, and in
483 accordance with, O.C.G.A. §48-13-90 et seq., and as may hereinafter be
484 amended.

485 (b) *Effective date.* The tax levied by this Article shall be effective on January
486 1, 2019, and shall continue until December 31, 2038, as provided by law,
487 or unless earlier terminated by the Georgia General Assembly or the City
488 Council.

489 (c) *Rules and regulations.* The Director of Finance shall have the power and
490 authority to make and publish reasonable administrative rules and
491 regulations not inconsistent with this Article or other ordinances of the
492 City or laws of the State or the Constitution of the State or the United
493 States for the administration and enforcement of this Article and the
494 collection of the tax under this Article.

495 (d) *Records required.* Every rental motor vehicle concern subject to this
496 Article shall keep records, receipts, invoices and other pertinent papers
497 reflecting the number of rental motor vehicles rented or leased and the
498 gross rental charges received by each rental motor vehicle concern for
499 each month, in such form as the Director of Finance may require.

500 (1) The customer picks up the rental motor vehicle outside the State
501 and returns it within the State;

502 (2) The customer picks up the rental motor vehicle in the State and
503 returns it outside the State.

504 **Sec. 24-102. Amount of Tax Allowed to be Retained for Expenses.**

505 Each rental motor vehicle concern collecting the tax imposed by this Article
506 shall be allowed to retain three (3) percent of the tax due and collected and may
507 retain that amount in the form of a deduction for expenses incurred in
508 submitting, reporting and paying the amount of taxes due, but only if the
509 amounts due are not delinquent at the time of payment.

510 **Sec. 24-103. Monthly Statement Required Showing Rental Charges and**
511 **Taxes**

512 (a) On or before the 20th day of each month following the month of January
513 2019, the rental motor vehicle concern liable for the tax provided for
514 herein shall transmit to the Director of Finance a statement showing the
515 rental charges and taxes collected by authority of this Article for the
516 immediately preceding calendar month. Along with said statement, the
517 rental motor vehicle concern shall submit to the Director of Finance the
518 taxes due pursuant to this Article for that particular month.

519 (b) Failure to remit taxes by the due date shall subject the rental motor
520 vehicle concern to a penalty of five (5) percent of the taxes then due and
521 in addition to such penalty, interest on the unpaid taxes then due
522 computed at the rate of one (1) percent per month. Interest shall not be
523 assessed on interest or penalties.

524 **Sec. 24-104. Records.**

525 In order to aid in the administration and enforcement of the provisions of this
526 Article and to collect all the tax imposed, all rental motor vehicle concerns are
527 hereby required to keep a record of the number of rental motor vehicles rented
528 or leased and all rental charges for rental motor vehicles and taxes collected
529 which are related thereto. Said records shall be open for inspection and copying
530 by any duly authorized agent of the City during regular business hours.

531 **Sec. 24-105. Deficiency Determinations.**

532 (a) If the Director of Finance is not satisfied with the statement of the excise
533 tax provided for in section 24-103(a), or the amount of the tax paid to the
534 City by any rental motor vehicle concern, the Director of Finance may
535 compute and determine the amount required to be paid upon the basis of
536 any information that is or may come into possession of the Director of
537 Finance. One or more deficiency determinations may be made of the
538 amount due for one or more monthly periods.

539 (b) The amount of the deficiency determination made by the Director of
540 Finance shall bear interest at the rate of one (1) percent per month or
541 fraction thereof from the due date of the taxes found to be due but not
542 paid.

543 (c) The Director of Finance shall give to the rental motor vehicle concern a
544 written notice of any such deficiency determination. The notice may be
545 served personally or by mail and if by mail the service shall be addressed
546 to the operator or the owner of the rental motor vehicle concern at the
547 address as the same appears in the business license or other records of
548 the Director of Finance as provided to him by each rental motor vehicle

549 concern. Service by mail is complete when delivered by certified mail
550 with a receipt signed by an addressee or agent of the addressee.

551 (d) Except in cases of failure to make a return, every notice of deficiency
552 determination shall be mailed within three (3) years after the 20th day of
553 the calendar month following the monthly period in which the amount
554 proposed to be determined or within three (3) years after the return is
555 filed, whichever period shall expire last.

556 **Sec. 24-106. Failure to File a Statement.**

557 (a) If any rental motor vehicle concern fails to file a statement as required
558 by section 24-103(a), the Director of Finance shall make an estimate of
559 the excise tax due. The estimate shall be made for the period or periods
560 in respect to which the rental motor vehicle concern has failed to file a
561 statement and shall be based upon such information that is or may come
562 into the possession of the Director of Finance. Written notice shall be
563 given in the manner as prescribed in section 24-105(c).

564 (b) The amount of the delinquency determination shall bear interest at the
565 rate of one (1) percent per month or fraction thereof from the 20th day of
566 the month following the monthly period for which the amount of any
567 portion thereof should have been paid until the date of payment.

568 **Sec. 24-107. Audit Authority.**

569 Duly authorized employees of the City upon exhibition of identification and
570 during regular business hours may examine and copy the books, papers, records,
571 financial reports, equipment and other facilities if necessary of any rental motor
572 vehicle concern in order to verify the accuracy of any statement filed pursuant
573 to section 24-103(a), or if no statement is filed by the rental motor vehicle
574 concern, to ascertain or determine the amount of tax required to be paid.

575 **Sec. 24-108. Withholding Tax on Sale of Business.**

576 (a) If any rental motor vehicle concern liable for any amount under this
577 Article transfers or sells its business or quits the business, its successors
578 or assigns shall withhold sufficient amounts from the purchase price to

579 cover any amounts required to be paid pursuant to this Article until the
580 former owner or operator of the rental motor vehicle concern produces a
581 receipt from the Director of Finance or designee showing that the
582 indebtedness has been paid or a certificate stating that no amount is due.

583 (b) If the purchaser of a business or rental motor vehicle concern fails to
584 withhold from the purchase price all amounts due as required herein such
585 purchaser will be personally liable for the payment of the amount of the
586 outstanding tax required to be withheld to the extent of such purchase
587 price.

588 **Sec. 24-109. Penalty for Violation.**

589 (a) In addition to the interest charges and delinquent penalties specified in
590 this Article, any person who fails or refuses to comply with the
591 provisions of this Chapter, upon citation by the Finance Department and
592 conviction of the violation in a court of competent jurisdiction, will be
593 subject to a fine and/or imprisonment in accordance with this Code.
594 Where any violation or offense continues from day to day, each day's
595 continuance thereof will constitute a separate offense.

596 (b) For a third and each subsequent violation of this chapter, the court shall
597 impose a fine of not less than \$250.00 in addition to any other penalty or
598 punishment imposed by the court.

599
600 **Section 6: The provisions of this Ordinance shall become effective immediately upon its**
601 **adoption. All ordinance or resolutions in conflict herewith are hereby repealed.**

602
603 **SO ORDAINED** this the ____ day of _____, 2018.
604

605
606
607
608 Approved:
609
610
611 _____
612 Jason Lary, Sr., Mayor
613

As to form:

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018-_____

614

615

616 _____
Thompson Kurrie, Jr., City Attorney

617 Attest:

618

619

620

621 _____
Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Contract with Quicket Solutions for Incident Management and Business Continuity

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 07/27/2018

Council Meeting: 08/01/2018

SUBMITTED BY: Mayor Lary

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



WARNING:

THIS DOCUMENT CONTAINS TRADE SECRET INFORMATION OF
QUICKET SOLUTIONS, INC. AND MAY ONLY BE VIEWED BY
AUTHORIZED PERSONS. UNAUTHORIZED VIEWING OR
DISCLOSURE IS STRICTLY PROHIBITED AND MAY RESULT IN
SERIOUS LEGAL CONSEQUENCES.

**INCIDENT MANAGEMENT AND
BUSINESS CONTINUITY PLAN**

Quicket Solutions, Inc.

Akshay Singh, Chief Technology Officer
asingh@quicketsolutions.com

Incident Management:

5.3 Policy Area 3: Incident Response:

Quicket has (i) established an operational incident handling capability for client information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; (ii) track, document, and report incidents to appropriate client officials and/or authorities.

5.3.1 Reporting Information Security Events

Quicket will promptly report incident information to appropriate authorities depending on the incident. For any incidents, the client will be contacted and notification to the concerned officials will be served. Information security events and weaknesses associated with information systems will be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures are in place. All employees and our clients will be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of client assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

5.3.2 Management of Information Security Incidents

5.3.2.1 Incident Handling

Quicket has implemented an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery.

Incident-related information will be made available via variety of sources including, but not limited to, audit monitoring, network monitoring, physical access monitoring, and user/administrator reports. Quicket has incorporated an internal procedure to monitor and analyze the incidents and when necessary make changes to avoid those circumstances in the future.

5.3.2.2 Collection of Evidence

If required, Quicket will conduct follow-up actions with the a person or client after an information security incident involves legal action (either civil or criminal). Evidence will be collected, retained, and presented to conform to the rules for evidence in the relevant jurisdiction(s).

5.3.3 Incident Response Training

Quicket ensures that general incident response roles responsibilities are included as part of required security awareness training. All employees are well trained to handle a variety of fail-safe procedures in case of any incident occurs.

5.3.4 Incident Monitoring

Quicket will track and document information system security incidents on an ongoing basis. The company ISO will maintain completed security incident reporting forms until the

subsequent FBI triennial audit, client audit, or until legal action (if warranted) is complete; whichever time-frame is greater.

5.4 Policy Area 4: Auditing and Accountability

5.4.1 Auditable Events and Content (Information Systems)

5.4.1.1 Events

Dedicated System Log file is in place within our framework that keeps track of following **EVENTS**:

- A. Successful and unsuccessful system log-on attempts.
- B. Successful and unsuccessful attempts to use:
 - 1. access permission on a user account, file, directory or other system resource;
 - 2. create permission on a user account, file, directory or other system resource;
 - 3. write permission on a user account, file, directory or other system resource;
delete permission on a user account, file, directory or other system resource;
 - 4. Change permission on a user account, file, directory or other system resource.
- C. Successful and unsuccessful attempts to change account passwords.
- D. Successful and unsuccessful actions by privileged accounts.
- E. Successful and unsuccessful attempts for users to:
 - 1. Access the audit log file.
 - 2. Modify the audit log file.
 - 3. Destroy the audit log file.

5.4.1.1.1 Content

The following content is included with every audited event in Quicket's Framework:

- 1. Date and time of the event.
- 2. The component of the information system including software component, hardware component and wherever that event occurred.
- 3. Type of event such as POST/GET/FETCH to database, Login Attempt, Attempt to access IAM (Instant Access Management)
- 4. User/subject identity including the IP address of router used to access the system as well as IP address of the machine used to access the system.

5. Outcome (success or failure) of the event.

5.4.2 Response to Audit Processing Failures

Quicket's information system provides a mechanism to handle audit log file processing failure by raising an alert to senior staff members and the Chief Technology Officer. A log file known as errors.log will contain complete details of a failed process including all details as discussed in 5.4.1.1.1 and the cause of error/ticket in that process.

5.4.3 Audit Monitoring, Analysis, and Reporting

All logs are audited by Akshay Singh, Chief Technology Officer of Quicket Solutions. The CTO understands that further audits may be conducted by the client, FBI or any other relevant authority. All logs will be made available at any time.

5.4.4 Time Stamps

Quicket's information system provides time stamps for use in audit record generation. The time stamps include the date and time values generated by our internal system clocks in the audit records. Quicket also synchronizes its system's internal clock with GMT (Greenwich Meridian Time, London) every night at 00:00 Hrs. automatically.

5.4.5 Protection of Audit Information

Quicket's audit generation scripts are in private controllers and do not allow any kind of access until any upgrade is needed. A special password and key combination is needed to access that controller.

All Audit files are backed up in our Amazon RDS database and thus inherits state of the art security and durability features deployed by Amazon GovCloud.

5.4.6 Audit Record Retention

Quicket retains all the audit files for a period of two years. Further, a backup is created each night in the RDS database. By the end of 2 years (i.e. 730 days) our database will hold 729 backups of the log files where each new back up is a day ahead with previous one after this minimum retention time period has passed, Quicket will continue to retain audit records until it is determined that they are no longer needed for administrative, legal, audit, or other operational purposes.

5.2 Policy Area 2: Security Protocols

Quicket has deployed intensive security awareness and training procedures for all the employees who will have access to client data. After training, Quicket will conduct its own certification exam internally for each employee to ensure that they meet all the required standards to handle and secure client data. Further, Quicket shall cooperate with the FBI CJIS division and client in undergoing additional training as necessary to receive proper certification to handle such data.

5.2.1 Awareness Topics

Quicket has deployed the following training and certification procedures that cover the following topics:

- 5.2.1.1 All Personnel**
1. All employees are trained to only access client data for purposes of debugging or for maintenance of various databases. They are trained to not disclose any client data or conduct any unauthorized queries at any time.
 2. Every time an employee needs to access any client data, they will need to receive approval from the Chief Technology Officer or from a senior engineer at Quicket, who will when necessary coordinate and receive approval from the appropriate client.
 3. Quicket maintains system wide logs which records both successful and unsuccessful attempts to access client data.
 4. In the case of non-compliance of an employee, the said employee will be subject to company discipline and/or legal penalties. Company discipline includes, but is not limited to, revoked access to client and company systems, formal written warnings, and termination. Further, Quicket shall notify the appropriate client of any unauthorized activity.
 5. Client data can only be accessed by employees using assigned machines within the office perimeter.
 6. All machines are non-transferable and can never be taken out of the office. All machines have restricted USB ports and CD/DVD drives removed to ensure that data transfer to other storage devices is not possible.
 7. A strict visitor policy is in place wherein prior approved appointments are required for the visitor.
The visitor is always accompanied by authorized Quicket personal at all the times in the office. No visitors are allowed in the two rooms designated for access to criminal justice information.
 8. Quicket does not permit the creation of a hard copy of client data at any time.
 9. Quicket provides training to all the employees on the threats, vulnerabilities, and risks associated with the handling of client data. Additional training is in accordance with the procedures outlined by the FBI CJIS Security Policy.

5.2.1.2 Personnel with Physical and Logical Access

Quicket provides training for all authorized personnel with both physical and logical access to client and CLIENT DATA data:

1. Quicket's internal system conforms to the proper protocols for password creation for all employees which exceeds FBI CJIS password creation, maintenance and password change policy.
2. Quicket deploys a personal firewall and enterprise Norton Antivirus Security Software in each machine used to access client data which offers protection from viruses, worms, trojan horses, and other malicious code.
3. All the attachments are securely screened for malware / Trojan / and other virus threats before being allowed to be downloaded in the machine by our antivirus's email scanning feature.
4. Web usage— Machines that are allowed to access CLIENT DATA will not allow employees to access any webpage outside https:// protocol. Email and document copying is restricted. These machines will not allow employees to install any additional software. All the attempts to make any other installations, trying to access email services, or trying to make copy will alert senior management at Quicket Solutions.
5. Quicket's office perimeter is physically secured with only authorized access to the office.
6. Quicket has developed and maintains a current list of personnel with authorized access to the physically secure location.
7. Quicket controls all physical access points to the office. The perimeter is protected with an alarm system. The main doors remain locked and have entrance alarms that are activated after normal work hours. The office is also equipped with motion detectors and glass breaking alarm systems.
9. Further, the office contains two rooms specifically designated to be able to access sensitive criminal justice information when necessary. These rooms can be locked and also have entrance alarms.
10. The main doors are closed and locked at all the times and only authorized people are allowed to access the office. Doors and walls are fire resistant.
11. Further, all areas that have access to client data are marked as "Restricted-Authorized Personnel Only" and instruct that "Doors shall remain closed at all times."
12. Quicket's also keeps daily check in and check out logs for any personal access the workspace. This is an automated system, where each employee has an access card and logs are only accessible by senior management.

13. Individual accountability: This statement of accountability acknowledges that unacceptable behaviors by individuals functioning as employees or officers of Quicket Solutions will have consequences for those individuals as well as Quicket Solutions as a whole. It is a great privilege to handle client data and CLIENT DATA. Further, the privilege of being an officer of Quicket Solutions carries with it the additional responsibility for the reasonable anticipation and prevention of foreseeable violations of both Quicket and CLIENT data policies, resulting from either deliberate or negligent behavior of Quicket Solutions' members or guests. Mishandling such data shall consequently carry severe penalties.

In general, Quicket Solutions will be held accountable for the behavior of its members and guests on its premises and in activities wherein at least one employee is conducting services on behalf of the company. Employees that violate Quicket Solutions' policies are subject to sanctions – which may be especially severe if the violation concerns client data or CLIENT DATA. It is the responsibility of the company's officers or others in a position of authority to identify foreseeable problems that may arise and to take timely corrective action. Sometimes it is appropriate for Quicket Solutions' officers or members to ask for assistance from outside agencies, such as a law enforcement client to take proper corrective action. In general, reported violations of Quicket Solutions' policies and standards should be addressed, and appropriate sanctions imposed, by company officers. Sanctions include revoked access to client, CLIENT DATA, and company systems, formal written warnings, discipline (including termination possibilities), and reporting of this violation to the appropriate law enforcement client. All members of Quicket Solutions understand that the actions of one individual may severely damage the company's reputation. Quicket Solutions takes improper behavior very seriously and provides no lenience on the proper procedures for implementing discipline.

5.2.1.3 Personnel with Information Technology Roles

Quicket has deployed additional security awareness training for all Information Technology personnel (system administrators, security administrators, network administrators, etc.):

1. Data backup and storage—Quicket uses Amazon GovCloud servers which conduct regular, automatically scheduled backup and redundant storage in its state-of-the-art facility. Amazon RDS automatically patches the database software and backs up our database, storing the backups for a user-defined retention period and enabling point-in-time recovery. The database instance is backed up every night and each backup instance currently has a retention period of 30 days. These backups do not interrupt or otherwise degrade System performance and availability. Recovery is also automated for both the system and data. Data backups are in geographically separate regions that do not share common threats. Data Centers additionally meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression, and building integrity.
2. Quicket has implemented additional features to perform secured application upgrades from within our secured facility only. These updates are only executed after intensive security checks and testing within our testing framework. Updates cannot be processed

on any machine other than authorized ones which are always within the secured perimeter of Quicket's office space.

3. Access control measures: Quicket has deployed a firewall and multiple authentication systems to restrict application access in variety of tiers.

Permissions: AWS IAM (Amazon Web Services Instant Access Management System) enables us to further control what APIs a user has permissions to call.

Quicket's currently employed firewall is configured such that it redirects each and any possible connection to port: 443. Port 443 requires all application servers to secure connection using SSL. In addition, the firewall grants various permissions based on the user/developer groups. All other internet ports are blocked by default.

- A. Group 0: Clerical/ Server Maintenance will only have access to server update files and to website front end in order to maintain correct links and update website on daily basis.
- B. Group I: Engineering /developers: Will have SSH access to Group 0 as well as in their related software modules.
- C. Group II: Engineering staff approved by the FBI: Will have SSH access to Group I and additional access to Database tier, SSL Tier and Apache Tier only within secure physical work parameter.
- D. Group III: Senior Technical Managers, CEO/CTO: Complete system wide access including group II and exclusive access to Firewall settings and access management tools.
- E. In addition, firewall rules implemented by Quicket controls whether devices running at our company can open connections to the DB instance.

5.2.2 Security Training Records:

Quicket Solutions shall maintain current records on the training of its employees and officers. The company shall require all staff to complete security awareness training immediately after hiring and at least once every 2 years thereafter. The training shall include materials developed by the company in accordance with its own security policy as well as materials provided by both client and the FBI CJIS division.

5.11 Policy Area 11: Formal Audits

Upon request, or at regularly scheduled intervals mutually agreed, Quicket Solutions shall conduct and allow the client to conduct audits of the Quicket Solutions' performance, use, access, and compliance with the terms of any agreement. Audits can be completed internally, by Quicket Solutions under conditions and provisions mutually agreed, by outside contractors under conditions and provisions mutually agreed, or by agents of the contracting client at such

intervals as are deemed necessary and mutually agreed. **By default, Quicket Solutions shall audit its own facility, datacenters, systems, networks, policies/protocols, access privileges, and activities at least once annually. The audit will be made available to both the client law enforcement client as well as any other client that requires such information. Quicket Solutions also agrees to formalize custom audit agreements with client.**

5.11.1 Audits by the FBI CJIS Division

5.11.1.1 Triennial Compliance Audits by the FBI CJIS Division

The FBI CJIS Division will be granted authorization to conduct audits, once every three (3) years at a minimum, to assess compliance with applicable statutes, regulations and policies. Audits may be conducted on a more frequent basis if the audit reveals that Quicket Solutions has not complied with applicable statutes, regulations and policies. The FBI CJIS Division shall also have the authority to conduct unannounced security inspections and scheduled audits of Quicket Solutions' facilities.

5.11.1.2 Triennial Security Audits by the FBI CJIS Division

The FBI CJIS Division will be authorized by Quicket Solutions to conduct security audits of the CSA and SIB networks and systems, once every three (3) years as a minimum, to assess compliance with the FBI CJIS Security Policy. Audits may be conducted on a more frequent basis if the audit reveals that Quicket has not complied with the FBI CJIS Security Policy.

5.11.2 Audits by the Client

Quicket Solutions shall grant all reasonably requested audit requests from the client.

5.11.3 Special Security Inquiries and Audits

Quicket Solutions shall permit an inspection team to conduct an appropriate inquiry and audit of any alleged security violations.

5.12 Policy Area 12: Personnel Security

Quicket Solutions warrants that all personnel who have access to unencrypted client data including those individuals with only physical or logical access to devices that store, process or transmit unencrypted client data will undergo thorough background checks and training. Explicit permission to access client data must be granted by the client.

5.12.1 Personnel Security Policy and Procedures

5.12.1.1 Minimum Screening Requirements for Individuals Requiring Access to client data:

1. To verify identification, a state of residency and national fingerprint-based record checks shall be conducted by Quicket Solutions and the client within 30 days of assignment for all personnel who have direct access to client data and those who have direct responsibility to configure and maintain computer systems and networks with direct access to client data. However, if the person resides in a different state than that

of the assigned client, Quicket Solutions in coordination with the client shall conduct state (of the client) and national fingerprint-based record checks and execute a NLETS CHRI IQ/FQ/AQ query using purpose code C, E, or J depending on the circumstances. When appropriate, the screening shall be consistent with:

- (i) 5 CFR 731.106; and/or
 - (ii) Office of Personnel Management policy, regulations, and guidance; and/or (iii) client policy, regulations, and guidance.
2. All requests for access shall be made by the CSO. The CSO, or their designee, is authorized to approve access to client data.
 3. If a felony conviction of any kind exists, Quicket Solutions shall deny access of that employee to client data.
 4. If a record of any other kind exists, access to client data shall not be granted until the CSO or his/her designee reviews the matter to determine if access is appropriate.
 5. If the person appears to be a fugitive or has an arrest history without conviction, the CSO or his/her designee shall review the matter to determine if access to client data is appropriate.
 6. If the CSO or his/her designee determines that access to client data by the person would not be in the public interest, access shall be denied and the person's appointing authority shall be notified in writing of the access denial.
 7. Quicket Solutions will ensure that support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas (during client data processing) shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

Quicket Solutions will conduct individual background re-investigations at least once every five years to ensure that all employees are eligible for continued client data access.

5.12.2 Personnel Termination

Quicket Solutions, upon termination of individual employment, shall immediately terminate access to client data and all company systems.

5.12.3 Personnel Transfer

Quicket Solutions shall review client data access authorizations when personnel are reassigned or transferred to other positions within the company and initiate appropriate actions such as closing and establishing accounts and changing system access authorizations.

5.12.4 Personnel Sanctions

Quicket Solutions maintains a formal sanctions process for personnel failing to comply with established information security policies and procedures.

If any employee fails to comply with client data requirements deliberately, that employee will be revoked from system wide access and will be reported to a Local Police Department without exception. Termination will likely result. If an employee failed to comply due to negligence, sanctions will still be taken based on the severity.

ADDENDUM
TO
QUICKET SOLUTIONS, INC.
MASTER SOFTWARE AND SERVICE AGREEMENT

JULY __, 2018

To the extent that any of the provisions of this Addendum conflict with the provisions of that Master Software and Service Agreement dated July __, 2018, (the "Agreement") by and between the City of Stonecrest, GA (the "Customer") and Quicket Solutions, Inc. ("Quicket"), the provisions of this Addendum shall control.

Other Provisions: The following provisions are added to the Agreement:

1. Term: The services to be performed under this Agreement shall commence on the execution of the Agreement to 11:59 PM, December 21, 2018. The initial term of this Agreement shall be through December 31, 2018. This Agreement shall terminate absolutely and without further obligation on the part of the Customer on December 31, 2018 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for three (3) additional twelve-month terms and thereafter it may be renewed one time for seven (7) months, upon the same terms and conditions, as provided for in this Agreement, unless terminated by the Customer, by notice to Quicket of termination and non-renewal by November 1 of the Agreement year. This Agreement will terminate on December 31, 2018, unless renewed by its terms.
2. Termination: If the Customer unilaterally terminates that Statement of Work (the "SOW") dated even date herewith by and between Customer and Quicket due to a lack of funding, this Agreement shall terminate at any time by written notice to Quicket. In the event of the Customer's termination due to a lack of funding, Quicket will be paid for those services performed and the portion of the subscription used as specified in the SOW. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by Quicket which shall itemize each element of performance.
3. Indemnification
 - a. **Non-Professional Services Indemnity.** Quicket shall indemnify, defend and hold harmless the Customer, and the members (including, without limitation, members of the Customer's City Council, and members of the boards and of the Customer), officers, employees and agents of each, from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of loss of any property of the Customer, or any property of, injury to or death of any person resulting from the negligent acts or omissions of Quicket's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the Customer's negligence or by the joint negligence of the Customer and any of its, officers, agents, employees, subcontractors, licensees, or invitees of the Customer, or (ii) arising out of or in connection with the failure of Quicket to keep, observe or perform any of the covenants or Agreements in this Agreement which are required to be kept, observed or performed by Quicket, or (iii) arising out of or in

connection with any claim, suit, assessment or judgment prohibited by Section 3d below by or in favor of any person described in Section 3e below, or (iv) arising out of or in connection with any action by Quicket or its directors, officers, agents, employees, subcontractors, licensees or invitees. The Customer agrees to give Quicket reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Quicket or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. The indemnification provisions of this Section 3a shall survive the expiration or earlier termination of this Agreement with respect to any negligent acts or omissions occurring during the term of the Agreement. This Non-Professional Services Indemnity shall not apply to any professional services, as defined in the following paragraph, nor to any act, error, or omission arising out of such professional services.

Professional Services Indemnity. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the Customer for claims of third parties alleging harm due to the professional services provided by Quicket, to the fullest extent permitted by law, Quicket shall indemnify Customer from and against losses, damages, and judgments arising from such claims by third parties, but only to the extent they are found to have been caused by a negligent act, error or omission of Quicket or its sub-service providers in the performance of professional services under this Agreement. For the purposes of this Professional Services Indemnity, "professional services" means those services performed by a licensed professional employed by Quicket or a person performing such services under the direct supervision of a licensed professional.

b. In addition to indemnification provisions stated above, if the Customer's use of any service, software, firmware, programming, or other item provided by or on behalf of Quicket is enjoined due to infringement of another person or entity's intellectual property rights, Quicket shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the Customer the legal right to continue using the infringing item, or procure for the Customer a non-infringing item, or procure for the Customer a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

c. Quicket shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. Quicket shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. Quicket will notify the Customer in writing of any claim made or suit instituted against Quicket because of its activities in performance of the Agreement.

d. No recourse under or upon any obligation, covenant or Agreement contained in this Agreement, or any other Agreement or document pertaining to the work or services of Quicket hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the Customer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of the Customer's City Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the Customer, either directly or through the Customer or otherwise for any claim arising out of or in connection with this Agreement or the work or services conducted

pursuant to it, or for any sum that may be due and unpaid by the Customer. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Agreement or the work or services conducted pursuant to it, or for the payment for or to the Customer, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Customer, is expressly waived and released as a condition of and in consideration of the execution of this Agreement and the promises made to Quicket pursuant to this Agreement.

e. In any and all claims against the Customer, or any of their officers, members, agents, servants or employees, by any employee of Quicket, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Quicket under this Section 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Quicket or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

f. No provisions of Section 3 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the Customer may have as to any party or person described therein.

4. During the performance of this Agreement, Quicket will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, sexual orientation or disability which does not preclude the applicant or employee from performing the essential functions of the position. Quicket will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, sexual orientation or disability which does not preclude the applicant from performing the essential functions of the job. Quicket will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provision will be binding upon each subservice provider, provided, that, the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

5. Insurance

a. General Liability and Automobile Liability. Quicket shall purchase and maintain in force during the term of the Agreement, at its own cost and expense, to protect Quicket, the Customer, and the members (including, without limitation, all members of the governing Customer's City Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against all liabilities arising out of or in connection with the Quicket's performance of the Agreement work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Quicket's covenants to and indemnification of the Customer under the Agreement, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on Customer property.

(i) Self-Insured Retention. Quicket's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Agreement is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Agreement is \$1,000,000 or more, unless approved by the City Manager. Quicket's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

(ii) Additional Insured Endorsement. Quicket agrees and shall cause the Customer their members (including, without limitation, members of the Customer's City Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

b. Workers' Compensation and Employer's Liability. If Quicket has any employee working on Customer property, Quicket shall procure and maintain in force during the term of the Agreement (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of Quicket's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If Quicket is self-insured, Quicket shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

c. Professional Liability Insurance. Quicket shall purchase and maintain in force during the term of the Agreement, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Agreement in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by Quicket from the project's inception date and until the Statue of Limitations has run for the work done on the project.

d. Deductibles. Quicket's policies of insurance required by this Section 5 may require Quicket's payment of a deductible, provided Quicket's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Quicket pay the deductible prior to its insurer's payment of the claim.

e. Other Insurance Requirements. All insurance policies required by this Section 5 shall provide that they are primary insurance with respect to any other valid insurance the Customer may possess, and that any other insurance the Customer does possess shall be considered excess insurance only. All such insurance policies shall be in a form satisfactory to the Customer. A properly completed and executed Certificate of Insurance on a form provided or approved by the Customer (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the Customer upon Quicket's execution of the Agreement. Quicket shall provide the Customer with at least thirty (30) days' prior written notice of any adverse material change in Quicket's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability below the minimum limits of insurance required by this Section 5, non-renewal, or cancellation of any insurance coverage, or any increase in Quicket's self-insured retention. Prior to the expiration of any such policy, Quicket shall file with the Customer a certificate of insurance showing that such insurance coverage has been renewed. In the event of an adverse material change, Quicket shall,

within five (5) days after such adverse material change, file with the Customer a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the Customer. If Quicket fails to obtain or have such insurance reinstated, the Customer may, if it so elects, and without waiving any other remedy it may have against Quicket, immediately terminate this Agreement upon written notice to Quicket. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Agreement, and Quicket shall comply with all reasonable requests of the City Manager with respect thereto.

6. Other Provisions of this Addendum:

- a. The word "purchase order" as used in Section 7(a) of the Agreement and Appendix 4 thereto means the SOW.
- b. After the last sentence of Section 8.3 (e) of the Agreement, the following sentence is inserted: Quicket acknowledges that the SOW, this Agreement and all other documents, emails or other writings between Quicket and the Customer are subject to disclosure pursuant to the Open Records Act, Title 50, Chapter 18, Article 4 of the Official Code of Georgia Annotated.
- c. Section 9.6 of the Agreement is deleted in its entirety. Note: It is not enforceable under the Georgia Constitution Article III, Section VI, Paragraph VI.
- d. The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

ADDENDUM
QUICKET SOLUTIONS, INC.
STATEMENT OF WORK
STONECREST, GA
JULY __, 2018

To the extent that any of the provisions of this Addendum conflict with the provisions of that Statement of Work dated July __, 2018 (the "SOW"), by and between the City of Stonecrest, GA (the "Customer") and Quicket Solutions, Inc. ("Quicket"), the provisions of this Addendum shall control.

Other Provisions: The following provisions are added to the SOW:

1. **Term:** The services to be performed under this SOW shall commence on the execution of the SOW to 11:59 PM, December 21, 2018. The initial term of this SOW shall be through December 31, 2018. This SOW shall terminate absolutely and without further obligation on the part of the Customer on December 31, 2018 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this SOW. This SOW may be automatically renewed on an annual basis for three (3) additional twelve-month terms and thereafter it may be renewed one time for seven (7) months, upon the same terms and conditions, as provided for in this SOW, unless terminated by the Customer, by notice to Quicket of termination and non-renewal by November 1 of the SOW year. This SOW will terminate on December 31, 2018, unless renewed by its terms.
2. **Termination:** The Customer may unilaterally terminate this SOW due to a lack of funding at any time by written notice to Quicket. In the event of the Customer's termination of this SOW for fund appropriation, Quicket will be paid for those services actually performed. Partially completed performance of the SOW will be compensated based upon a signed statement of completion to be submitted by Quicket which shall itemize each element of performance.
3. The parties agree that this SOW shall be governed and construed in accordance with the laws of the State of Georgia. This SOW has been signed in DeKalb County, Georgia.

**QUICKET SOLUTIONS, INC.
MASTER SOFTWARE AND SERVICE AGREEMENT**

Quicket Solutions, Inc., a Delaware corporation having its principal business offices at 332 S Michigan Ave, FL 9, Chicago, IL 60604 (hereinafter referred to as "Quicket"), and the City of Stonecrest, Georgia, located at 3120 Stonecrest Blvd, Lithonia, GA 30038 hereinafter referred to as "Customer"), in consideration of the mutual obligations set forth hereinafter and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. Unless otherwise specifically defined in the body of this Agreement, capitalized terms used but not otherwise defined herein shall have the meanings set forth in **Appendix 1**. Definitions, attached hereto.

2. LICENSES. Subject to the terms and conditions of this Agreement, Quicket hereby grants to Customer, and any and all authorized Users, and Customer and its authorized Users subscribe to and accept, a limited, non-exclusive, revocable (for breach) and non-transferable license to access and use the Quicket Solutions Software and Services during the Term (the "License").

2.1 Access and Use Limitation. The Quicket Solutions Software and Services may be accessed and used for the benefit of Customer and its authorized Users only. Without limitation, Customer shall not permit third parties to access or use, the Software, Documentation or other materials related to the Quicket Solutions Software and Services, except as may be required by law or a court order.

2.2 User Details.

(a) Customer shall permit only its authorized employees to register as Users and to use the Quicket Solutions Software and Services. Customer also shall ensure that all such Users comply with the limitations and restrictions in this Agreement.

(b) Only the User who is registered on a given User account may use that account to access and use the Quicket Solutions Software and Services. Customer, in its sole discretion, shall require Users to take appropriate steps, which shall be no less protective than Customer's standard operating procedures governing access to Customer's other information technology systems, to secure their passwords and any other access credentials provided to the User and required for access to the Quicket Solutions Software and Services.

(c) Customer shall be responsible for all activities that occur on any User account. Customer shall notify Quicket promptly of any known or suspected unauthorized use of any User account, User name, or password, and of any other known or expected significant breach of security or confidentiality with respect to the Quicket Solutions Software and Services or Documentation (which shall include the loss of control of any Equipment provided to Customer under this Agreement). For purposes of this provision, "significant breach" shall mean unauthorized access to and unauthorized change or download of any data in the Quicket Solutions Software and Services.

3. DELIVERY OF SOFTWARE. Quicket shall deliver Software within ninety (90) days after the execution of this Agreement or on such other date as may be agreed to by the parties. Delivery shall occur (a) by making the Software accessible for download via an FTP site or similar mechanism, or (b) Quicket may deliver the Software as a pre-loaded application

on any Equipment provided to Customer under the terms of this Agreement.

4. MAINTENANCE AND SUPPORT SERVICES; UPDATES AND UPGRADES.

(a) Maintenance and support services are included in the Quicket Solutions Software and Services subscription fees and are provided in accordance with Quicket's then current Technical Support Policy which shall be made available on the Quicket Customer Support portal. The current version of the Quicket Solutions Technical Support Policy is attached as **Appendix 2** (the "Support Policy"). Such Support Policy may be amended from time to time by prior written notice (via e-mail, support portal notifications or other available mass communication method, as reasonably determined by Quicket) provided that the Support Policy will not be amended or revised in any manner that results in any material diminution of any maintenance or support during the Term.

(b) Quicket will provide Updates and Upgrades to the Quicket Solutions Software and Services, if and when they are developed, tested and ready for delivery. Updates and Upgrades will be provided without additional charge to the Customer.

(c) Maintenance, repair and warranty service obligations and procedures pertaining to Equipment are set forth on **Appendix 4**.

(d) Notwithstanding anything to the contrary set forth in this Agreement, Updates and Upgrades do not, and shall not be deemed to include the provision of additional services, programs, modules or other expansion of services beyond those to which the Customer has subscribed. Any additional services, programs, modules or other expansion of services shall be included under this Agreement upon execution by the parties of an amendment in accordance with Section 12.4 below.

5. PROFESSIONAL SERVICES. Quicket shall supply Professional Services, as specified in a Schedule and/or a statement of work ("SOW"). The terms for the provision of Professional Services (if applicable) are outlined in **Appendix 3**. Quicket may subcontract Professional Services to third parties, with prior written notice to and the written consent of Customer, provided that Quicket shall remain solely and exclusively responsible for all performance of the Professional Services under this Agreement and shall be solely and exclusively responsible for all acts and omissions of such subcontractors. Quicket will ensure that all Quicket employees and all subcontractors providing Professional Services will comply with all applicable federal, state and local laws.

6. EQUIPMENT LEASE. Quicket may supply equipment, including but not limited to tablet computers, communication devices, printers, supplies and other accessories (the "Equipment", as defined on Appendix 1) to Customer for use with the Quicket Solution Software and Services. Unless otherwise

agreed by the parties, the Equipment shall be leased to Customer under the terms and conditions set forth in the Leased Equipment Addendum attached hereto at Appendix 4.

7. FEES, BILLING AND PAYMENT.

(a) Customer shall pay Quicket the license, subscription and service fees specified in a purchase order. Customer shall also pay any expenses, as reasonably incurred and approved by Customer in connection with the applicable purchase order. Quicket will include receipts and other reasonable evidence of such expenses incurred with its invoice, and such invoices will be issued to Customer in the course of Quicket's routine monthly billing cycles. Subscription fees for the Quicket Solutions Software and Services and Equipment Lease fees will be invoiced on a monthly basis, and Customer will pay such fees in accord with the Prompt Pay Act, but in any event no later than thirty (30) days of invoice date.

(b) During the Term, Customer may increase or reduce the quantity of the Quicket Software and Services or Equipment. Customer shall provide written notice of the quantities of Quicket Software and Services or Equipment to be added or removed from the Agreement. Quicket will deliver the additional Quicket Software and Services or Equipment within a commercially reasonable time after receipt of the notice, if immediate delivery is requested, or on a specific delivery date agreed to by the parties. Reductions in quantities shall be permitted four times per year at the end of each calendar quarter. Changes to fees and billing required under this Section 7(c) shall occur on the next regular billing cycle after the additional Quicket Software and Services or Equipment are provided or after the reduction occurs.

8. OWNERSHIP AND CONFIDENTIALITY.

8.1 Quicket Ownership. Ownership of the Equipment, the Quicket Solutions Software and Services (excluding Customer Data), any Quicket-developed Documentation (in whole or in part), and all related Intellectual Property Rights, are the exclusive property of Quicket and its licensors. Quicket reserves all rights not expressly granted to Customer in this Agreement. There are no implied rights. Except as contemplated under this Agreement, Customer shall not (i) use, disclose or provide any Software or related Quicket Documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Quicket's products or business, to any other party, except as permitted under this Agreement or any supporting documentation, (ii) attempt to or knowingly permit or encourage others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover the source code to the Software except permissible by applicable law despite such prohibition, or (iii) use the Quicket Solutions Software and Services for the benefit of any third party without the express prior written consent of Quicket. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software by Customer, authorized Users to whom it makes the Software available, and shall not reproduce on any copies of Software, and not cause or direct the removal of any titles, trademarks, copyright and other proprietary or restrictive legends or notices.

8.2 Customer Ownership. As between Quicket and Customer, all devices (other than Equipment), Customer and other data

submitted to the Quicket Solutions Software and Services by Customer ("Customer Data") in the course of using the Quicket Solutions Software and Services, is owned by Customer and shall be considered by Quicket as Customer's Confidential Information, together with any related documentation, copies, modifications and derivatives of the foregoing and all related Intellectual Property rights in the foregoing. Unless it receives Customer's prior written consent, Quicket will not access or use any Customer Data other than as necessary to accomplish the services to be provided by Quicket. There are no implied rights. Quicket shall not (i) use, disclose or provide to any other person any Customer Data or other related Customer documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Customer or Customer's activities, (ii) attempt to or knowingly permit others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover Customer Data or any Customer Confidential Information, or (iii) modify any Customer Data without prior express written consent from Customer. Quicket shall take all commercially reasonable precautions to prevent unauthorized or improper use or disclosure of the Customer Data by Quicket or its employees.

8.3 Confidentiality.

(a) "**Confidential Information**" means non-public information marked "confidential" or "proprietary", or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf to the other party to this Agreement. All terms of this Agreement, including but not limited to fees and expenses, are considered Confidential Information of both parties however, Customer shall not be restricted from including payment amounts to Quicket in a publicly disclosed document. Customer Confidential Information includes, but is not limited to, all Customer Data and other related Customer documentation (or any modifications or derivatives thereof) and any other confidential or non-public information related to Customer's activities. Quicket Confidential Information includes, but is not limited to, the Software, Quicket-owned Professional Services Deliverables, financial information, product features, product roadmap and other non-public information regarding Quicket's business and products. Confidential Information does not include any information which is or becomes publicly available through no fault of the receiving party; is independently developed by the receiving party without use of the disclosing party's confidential and/or non-public information; or is rightfully obtained without restriction on disclosure through a chain of parties not originating in the breach of any obligation to the disclosing party.

(b) Each party agrees to: (i) use Confidential Information of the other party only as permitted under this Agreement or as requested or directed by a party to this Agreement and (ii) protect the Confidential Information using reasonable measures commensurate with those that the receiving party employs for the protection of corresponding sensitive information of its own, but in any event no less than reasonable care. Without the other party's prior written consent, each party may disclose Confidential Information to (A) its employees who reasonably require access to such Confidential Information in connection with the applicable party's performance or observance of, or exercise of its rights under, this Agreement, (B) in the case of Quicket as the receiving party, on a need to know basis to permitted subcontractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, (C) in the case of Customer, on a

need to know basis to its third party contractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, and (D) on a need to know basis to attorneys, accountants or other professional advisors who are bound by an ethical duty of confidentiality; (E) or as otherwise required by applicable law or a court order..

(c) Each party agrees that in the event the other party's Confidential Information is inadvertently disclosed or is compromised, the disclosing party will immediately report the same to the non-disclosing party and work with the non-disclosing party to take any reasonably required steps to mitigate any damage caused by the same.

(d) Notwithstanding any provision of this Agreement to the contrary, any portion of this Agreement required to be made public or available to the public under any applicable law shall be excepted from the definition of Confidential Information.

(e) If a receiving party is required by applicable law, statute, or regulation, subpoena, or court order, to disclose any Confidential Information belonging to the disclosing party, the receiving party shall give to the disclosing party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the receiving party is required to disclose such Confidential Information, it may disclose only that portion of the Confidential Information the receiving party is so compelled.

(f) Receiving party acknowledges that the disclosing party's Confidential Information constitutes valuable proprietary information and/or trade secrets and that release of such Confidential Information in violation of this Agreement may cause irreparable harm for which the disclosing party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation by the receiving party, the disclosing party shall be entitled to injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

8.4 Data Sharing. In the event that any customers of Quicket determine that sharing of the customers' respective Confidential Information or data is likely to be of mutual benefit to the customers and the sharing of information and data can be effected or facilitated through the Quicket Solutions Software and Services without a violation of applicable law, such customers and Quicket may enter into a form of mutually acceptable Data Sharing and Non-Disclosure Agreement providing for the transfer of such information and data between or among such customers and authorizing Quicket to (i) facilitate such transfer, (ii) grant appropriate access to representatives of each customer to the Confidential Information and data of the other pursuant to the terms of the Data Sharing and Non-Disclosure Agreement, and (iii) such other acts as may be reasonably required on the part of Quicket to implement and manage such arrangement, including any fees and expenses associated with such Data Sharing and Non-Disclosure Agreement.

9. WARRANTY; INDEMNITY; DISCLAIMERS.

9.1 Software and Services Performance Warranty.

Quicket warrants that for a period of one year following the delivery of the Quicket Solutions Software (the "Warranty Period"), the Software and the Quicket Solutions Software and Services will perform in material conformity with all applicable end user Documentation supplied by Quicket; provided, that the Software and the Quicket Solutions Software and Services are operated in accordance with the Documentation and that Quicket receives a written claim from Customer under this limited warranty within the Warranty Period ("Warranty"). In the event of a breach of this Warranty, at Quicket's election, it shall, at no additional cost to the Customer: (a) replace or repair the affected Quicket Solutions Software and Services so it performs as warranted or, (b) if Quicket is not able to, or determines it is not commercially feasible to repair or replace the same within a reasonable period of time, terminate the License and Quicket Solutions Software and Services and credit or (at Customer's option) refund to Customer the unused, prepaid Quicket Solutions Software and Services subscription fees paid hereunder on a pro-rated basis based on the remaining period in the Term. This Warranty does not apply if Customer or any third party changes or modifies the Software without the written authorization of Quicket or if the defect is caused by use of the Software with third party software or hardware not supplied, supported, recommended or approved by Quicket for use with the Software. Customer will have access to all Documentation related to the Quicket Solutions Software and Services as set forth in the purchase order. The Documentation will describe the functionality and capabilities of the Quicket Solutions Software and Services including without limitation material information required for installation, implementation and support of the same.

9.2 Service Level Agreement. During the Term, the Quicket Solutions Software and Services shall be available for use in accordance with the Service Level Agreement ("SLA"), at **Appendix 5** attached hereto.

9.3 Professional Services Performance Warranty. Quicket further warrants that Professional Services supplied hereunder, or under any future SOW or Schedule, shall be supplied in a professional and workman-like manner consistent with general industry standards reasonably applicable to the Professional Services to be provided. All personnel performing Professional Services under this Agreement or any subsequent agreement will be sufficiently trained and knowledgeable to perform the services required, and shall meet any and all requirements necessary to perform Professional Services that are to be provided by Quicket to the Customer.

9.4 Title Warranty and Indemnity from Quicket. Quicket represents and warrants that it has full legal power and authority to grant the License, provide the Quicket Solutions Software and Services, and (if applicable) the Professional Services Deliverables under this Agreement and any subsequent agreement to the Customer. If a claim is made or an action brought that the Professional Services Deliverables, Software or the Quicket Solutions Software and Services (or any component thereof) infringes a third party Intellectual Property Right, then Quicket will defend Customer from, and indemnify and hold harmless Customer against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed

to in settlement, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, and further provided that no settlement of a claim binding Customer will be entered into without the consent of Customer; and (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. The Customer may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action. Quicket's obligations under this Section are conditioned on Customer's agreement that if the Software, or the use or operation thereof or of the Quicket Solutions Software and Services, becomes, or in Quicket's opinion is likely to become, the subject of such a claim, Quicket may at its expense, either procure the right for Customer to continue using the Software, Professional Services Deliverables or the Quicket Solutions Service (as the case may be) or, at Quicket's option, replace or modify the same so that it becomes non-infringing (provided such replacement or modification does not materially adversely affect Customer's intended use of the Professional Services Deliverables, Software or the Quicket Solutions Service as contemplated hereunder). If Quicket determines that neither of the foregoing alternatives are commercially feasible, Quicket may terminate the Quicket Solutions Service and the License as applicable and, in such case, Customer will return any Software and Equipment in its possession or control upon written request by Quicket and Quicket will credit or (at Customer's option) refund the Customer any unearned, prepaid fees for the Quicket Solutions Software and Services. Quicket's obligation to indemnify and hold harmless Customer under this provision shall expire on the fifth anniversary of the termination or expiration of this Agreement. Quicket shall have no liability for any claim based upon (a) use of the Software or service other than as expressly authorized by this Agreement or any subsequent agreement or as contemplated by the Documentation, (b) the combination, operation or use of any Software with materials not supplied by Quicket or authorized for use by Quicket, or not otherwise contemplated by this Agreement or the Documentation, if such claim would have been avoided by use of the Software alone. THE FOREGOING STATES THE SOLE REMEDY OF CUSTOMER AND THE ENTIRE OBLIGATION OF QUICKET WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9.5 Intentionally Omitted.

9.6 Indemnity from Customer. To the extent not prohibited by applicable law, if a third party claim is made against Quicket or any of its affiliates or their respective contractors or personnel (for purposes of this Section 9.6, collectively "Quicket") that relates to or arises out of: (i) Customer's negligent actions or omissions (ii) breaches of this Agreement (iii) violations of applicable law; or (iv) Customer Data Customer will indemnify Quicket and hold it harmless against such claim and resulting costs, damages and attorneys' fees finally awarded or agreed to in settlement, provided that (i) Quicket promptly notifies Customer in writing of the claim, and (ii) Customer has sole control of the defense and all related settlement negotiations, and further provided that no settlement of a claim binding Quicket will be entered into without the consent of Quicket; and (iii) Quicket reasonably cooperates at its own expense in any investigation, defense or settlement of such claim or action. Quicket may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action.

9.7 Data Security and Privacy.

(a) Unless it receives Customer's express written consent, Quicket will not give any third party access to Customer Data other than as required to accomplish the terms of this Agreement, as required by law, or as instructed by Customer in writing. Quicket shall (i) institute and comply with industry-standard practices for systems security which are reasonably sufficient to protect Customer Data from improper access, loss, alteration or destruction, and (ii) access Customer's computer systems, if access is provided, only for the limited purpose of, and only for that period of time necessary for, fulfilling its obligations hereunder. Quicket shall maintain (a) a current detailed disaster recovery and business continuity plan and (b) written information security plan, which shall be provided to the Customer prior to the execution of this Agreement; and Quicket shall review and update or otherwise modify as industry-standard practices require such plans not less than once a calendar year during the Term. All updates or modifications to the aforementioned plans shall be provided to the Customer within seven (7) days of Quicket's adoption of a final revision, amendment or restatement of such plan. In compliance with applicable law, but in no less than a commercially reasonable time in accordance with the circumstances, Quicket shall promptly inform Customer whenever it knows or reasonably believes a security breach has compromised, or is likely to compromise, Customer Data and will cooperate with Customer in investigating such breach, including making available all relevant records, logs, and files as reasonably requested by Customer. In the event of any actual breach of data security and unauthorized access to Customer Data, Quicket shall: (i) immediately notify Customer within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Quicket point of contact, available to Customer by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. All reasonable costs of providing notice to potentially affected persons pertaining to the breach shall be paid for by the party responsible for the vulnerability leading to the breach or otherwise at fault for the breach. The parties shall consult and mutually agree to the list of affected persons and content of any such notices to be delivered to such affected persons; provided, that, if the parties are unable to agree to the content of any notice within a reasonable time after the notice of breach, Customer may determine, in its sole discretion, the list of persons to whom notice is to be sent and the content of such notices. The costs of any remediation and repair to the data security systems and procedures of either Quicket or Customer shall be paid by the party at fault for the root cause of the data security breach. Customers of the Quicket Solutions Software and Services, including Customer, are responsible for ensuring that the nature of the data collected, transmitted through and/or stored in the Quicket Solutions Software and Services and Customer's use thereof shall comply with applicable laws. The parties acknowledge that Customer is solely responsible for populating and entering all Customer Data in the Quicket Solutions Software and Services and Quicket has no control over the integrity of the data collected and input through Customer's use of the Quicket Solutions Software and Services. Customer shall have access to the Quicket Solutions Software and Services in order to store, retrieve or export Customer Data; and upon any termination or expiration of this Agreement, Customer shall be entitled to the Customer Data Access Period for the purpose of allowing Customer to complete a final export of the Customer Data, and thereafter Quicket shall destroy all electronic copies of Customer Data remaining in Quicket's

possession, custody or control and purge any media that previously housed the Customer Data. During the Term of this Agreement and the Customer Data Access Period, Customer will have access to Customer Data within the Quicket Solutions Software and Services and will have the ability to download its Customer Data at any time as part of the Quicket Solutions Software and Services functionality. Quicket represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and local privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Quicket shall host the Quicket Solutions Software and Services at a facility that meets the standards of ISO27001 and is certified at least to SAS70 and/or SSAE16 standards, or a substantially similar successor standard, and will have industry standard physical, technical and administrative data security infrastructures in place, and be CJS approved and compliant. Quicket currently uses Amazon Government Cloud for its third party hosting subcontractor and will not make any changes to a third party hosting subcontractor arrangement that decreases security infrastructure from that in place as of the date of this Agreement. Quicket Solutions Software and Services are intended only for use in the United States, and Quicket does not warrant or represent that the Quicket Solutions Software and Services are or will become EU Safe Harbor Certified. In the event Quicket is unable to meet the standards or procure the certifications set forth in this Section 9.7(b), then such event shall be deemed a material breach, and Customer may terminate this Agreement in accordance with its terms.

(c) Transmission of Customer Data through the Quicket Solutions Software and Services shall utilize industry standard and the Federal Bureau of Investigation Criminal Justice Information Services Division certified encryption techniques. In the event Quicket processes or accepts third party payments made to or for the benefit of Customer, Quicket shall meet or exceed all applicable Payment Card Industry ("PCI") standards and maintain PCI certification of its payment application, platform or portal.

(d) If a third party claim or action is brought against Customer as a result of any security breach that results in misuse or improper access to any Customer Data due to Quicket's or its applicable vendor(s) acts or omissions, Quicket will defend, indemnify and hold harmless Customer and against such third party claim and any resulting costs, damages and attorneys' fees arising out of or reasonably incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement as a result of such claim, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, provided that no settlement of a claim binding Customer will be entered into without the consent of Customer as applicable and provided that Customer may participate in the defense and settlement of any such claim at its own cost; (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. Quicket shall procure insurance coverage for any claims made by third parties as described in the Section 9.7(c), and Quicket shall provide an endorsement to such insurance policy which names Customer as an additional insured. Such insurance coverage shall be primary and non-contributory as to all other Customer's insurance.

9.8 Viruses and Disabling Code. Quicket shall use commercially reasonable efforts to ensure that Software is

scanned prior to delivery to Customer, using industry standard commercially available scanning software, in order to ensure that there are no known computer viruses, malware, or similar malicious code or items in the Software on delivery to Customer. The Quicket Solutions Software and Services, upon delivery, (i) will not contain any back doors, trap doors, worms, or any other disabling devices designed to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services, and (ii) will not permit the access or control of any Customer hardware, network, software or device by any party other than Customer, except as contemplated in the Documentation.

10. LIMITATION OF LIABILITY.

10.1 Damages Cap. Except with respect to Quicket's and Customer's indemnification obligations under Sections 9.4 and 9.6 and 9.7(d); each party's confidentiality obligations under Section 8.3; or each party's gross negligence or willful misconduct, and except as set forth in Sections 9.2 and 9.3, and regardless of the form of action (whether in contract, tort, breach of warranty or otherwise) and notwithstanding any other provisions of this Agreement: IN NO EVENT SHALL QUICKET'S (OR ITS LICENSORS' OR SUPPLIERS') OR CUSTOMER'S MAXIMUM, CUMULATIVE LIABILITY FOR ALL DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID (AND IN CUSTOMER'S CASE PAID OR PAYABLE) HEREUNDER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES FOR THE PRODUCT OR SERVICE THAT CAUSED THE DAMAGE.

10.2 Consequential Damages. IN NO EVENT SHALL QUICKET (OR ANY OF ITS LICENSORS OR SUPPLIERS) OR CUSTOMER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply

11. TERM AND TERMINATION.

11.1 General. This Agreement shall become effective upon execution by authorized representatives of both Quicket and Customer (the "Effective Date") and shall continue in effect until the earlier of expiration or termination of this Agreement.

11.2 Termination for Cause. Either party may terminate this Agreement (including any License granted therein), in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice from the non-breaching party to the breaching party; provided, however, that either party may terminate this Agreement immediately, and without any opportunity to cure, in the event of a breach of Section 8 of this Agreement.

11.3 Termination for Convenience. Either party may terminate this Agreement for such party's convenience and

without cause upon written notice to the other party at least ninety (90) days prior to the effective date of termination.

11.4 Effect of Termination.

(a) Upon termination or expiration of this Agreement or termination or expiration of a specific Schedule, Customer shall make no further use of the affected Quicket Solutions Software and Services or Equipment and shall within ten (10) days deliver to Quicket or destroy the original and all copies of such Software and return the affected Equipment to Quicket or make such Equipment available for pick-up by Quicket. Customer may retain a copy of any terminated or expired Software solely for archival purposes. Termination or expiration shall not affect any rights accrued prior thereto.

(b) Upon any termination or expiration of this Agreement, Quicket shall make the Quicket Solutions Software and Services available to Customer during the Customer Data Access Period for Customer to complete a final export of the Customer Data. In the alternative, Quicket may determine to provide the export of Customer Data in a form and format reasonably available to or usable by Customer.

12. MISCELLANEOUS.

12.1 Insurance. Quicket has provided Customer with a memorandum of insurance evidencing the policies, coverages and applicable limits of insurance procured by Quicket and in force at the time this Agreement is executed. Quicket warrants to Customer that it will not reduce coverages or limits during the Term.

12.2 Export; Government Restricted Rights. Customer acknowledges that the export of any Software is or may be subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Customer may request, from time to time, that Quicket provide Customer with reasonably available information applicable to the Quicket Solutions Software and Services to facilitate compliance with this Section 11.2, including applicable export classifications and designations. If Customer or any of its end users are a U.S. federal government end user, the Quicket Solutions Software and Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Quicket Solutions Software and Services are licensed to such Customer and end users only with those rights as expressly provided under the terms and conditions of this Agreement.

12.3 Non-Assignment. Neither party may sell, assign, or otherwise transfer to any third party this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Quicket may assign this Agreement, in whole and not in part, without such consent to an Affiliate or to a successor in interest by merger or acquisition of substantially all assets of Quicket's business. Any purported assignment in violation of this Section will be void.

12.4 Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes all other oral and written representations, understandings, proposals and other communications between the parties, and is binding upon the parties and their permitted successors and assigns. This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both of the parties. This Agreement shall apply to all Software and services ordered by Customer or delivered to Customer by Quicket.

12.5 Relationship of Parties. Quicket and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

12.6 Non-solicitation. Neither party may, without the prior written consent of the other party, beginning on the signing of this Agreement and ending six (6) months after the termination of this Agreement ("Covered Period"), directly or indirectly, alone or with others, hire, solicit or assist anyone else in the solicitation of, any employee of the other party or encourage any such employee to terminate his or her employment with the other party. Notwithstanding anything in this Section to the contrary, this Section shall not apply to: (i) Quicket contracting with a Customer employee to provide consulting services on a part-time basis; or (ii) employees of such party responding to advertisements made at job fairs, or in media circulated to the general public at large; or former employees of the other party, who are not employed or retained by such party during the Covered Period.

12.7 Third Party Products. Third party software products and programs supplied or made accessible under this Agreement, including by way of example software that is part of the Service infrastructure such as database, back-up, storage, and firewall software, are licensed under this Agreement for use solely with the Quicket Solutions Software and Services as authorized under this Agreement, and are subject to the confidentiality and non-assignment provisions of this Agreement. Certain portions of the Software may include open source or third party program(s) that are subject to the license terms and notifications found in the "About" box documentation included within the Software, as updated from time to time and posted on the Quicket website. Such program(s) are not subject to the warranty and indemnity provisions of this Agreement.

12.8 Intentionally omitted.

12.9 Audit Rights; Usage Verification.

(a) No more than once in any twelve (12) month period, upon thirty (30) days prior written notice to Customer, Quicket shall have the right, for purposes of verification of Customer's compliance with this Agreement, to access the User data within the Quicket Solutions Software and Services. Customer acknowledges that the Quicket Solutions Software and Services may at the date of this Agreement or in subsequent releases include password protection, anticopying subroutines or other security measures designed to monitor the usage of the Software for license management purposes. Under

no circumstances may Quicket employ any such measure to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services. Any audit performed shall not disrupt the operations and functions of the Customer. Audits will have minimal to no impact upon the system. Any audit shall not last more than one regular business day of eight (8) hours.

(b) Upon request by Customer, Quicket agrees to complete, within sixty (60) days of receipt, a security audit questionnaire provided by Customer.

12.10 Service Locations. All Professional Services shall be performed within the United States. Customer's Quicket Solutions Software and Services environments, and all Customer Data under Quicket's possession or control, shall be provisioned in Quicket's data center in the United States.

12.11 Miscellaneous. In no event shall either party be liable for any delay or failure to perform under this Agreement, which is due to causes beyond the reasonable control of such party

and without such party's fault or negligence; provided that the affected party notifies the unaffected party as soon as reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such force majeure event. To the extent that any provision of this Agreement is found to be void or unenforceable, such provision shall be without effect and the remainder of the Agreement shall be enforced to the full extent of the law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Illinois without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction between the parties. All notices given under this Agreement shall be in writing. Any notice under this Agreement if delivered by hand, sent by facsimile, or mailed via overnight courier, shall be deemed given on the business day following the sending of such notice, and any notice sent via mail shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Quicket Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Appendix 1

Definition Appendix

"Agreement" means this Master Software and Service Agreement, together with the following documents and any Schedules:

- (a) Definitions, Appendix 1
- (b) Technical Support Policy, Appendix 2
- (c) Professional Services Terms, Appendix 3
- (d) Leased Equipment Addendum, Appendix 4
- (e) Service Level Agreement, Appendix 5
- (f) Statement of Work, dated July 12, 2018.

"Customer Data" means all data submitted to the Quicket Solutions Software and Services by Customer or its authorized Users ("Customer Data") in the course of using the Quicket Solutions Software and Services, including any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights therein.

"Customer Data Access Period" means a period of no less than thirty (30) days immediately following the termination or expiration of this Agreement during which Customer is allowed to complete a final export of Customer Data.

"Documentation" means Quicket materials describing the Quicket Solutions Software and Services, including, but not limited to, product technical manuals and online information (including online versions of the technical manuals) and help facility descriptions.

"Equipment" means any tablet computers, communication devices, printers, supplies and other accessories provided to Customer by Quicket for use with the Quicket Solutions Software and Services.

"Error" means a defect which causes the Software not to perform substantially in accordance with the specifications set forth in the Documentation and which can be reproduced or replicated in regular usage by Customer and Quicket.

"Error Correction" means the use of reasonable commercial efforts to remedy an Error.

"Intellectual Property" means technology, ideas, processes, methodologies, innovations, inventions, discoveries, works of authorship, data, know-how, trade secrets, and software and firmware, including source code and object code.

"Intellectual Property Rights" means (i) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/continuation, and certificates of invention and like statutory rights; (ii) copyrights, trademarks (including service marks), trade names, logos, domain names, industrial designs; (iii) rights relating to innovations, know-how, trade secrets, know-how of confidential, technical, and non-technical information; (iv) moral rights, mask work rights, author's rights, and rights of publicity; and (v) other industrial, proprietary and Intellectual Property related rights anywhere in the world, that

exist as of the date of the Agreement or thereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

"License" means a license to use the Software and/or Quicket Solutions Software and Services, as defined in Section 2 of the Agreement.

"MSSA" means the Master Software and Service Agreement. **"Previous Sequential Release"** means a release of Software which has been replaced by a subsequent Release of the same Software. A Previous Sequential Release will be supported by Quicket for a period of only one (1) year after release of the subsequent Release.

"Professional Services" means those services to be provided by Quicket to Customer and which (i) are not specifically included under the Master Software and Service Agreement, and (ii) are set forth in a separate SOW or agreement between Quicket and Customer. Professional Services may include, but are not limited to, set-up services, configuration and/or implementation services and/or other consulting services.

"Professional Services Deliverables" means any software, modifications to software, configurations, documentation, reports or other work product developed and delivered by Quicket to Customer under a Professional Services project.

"Quicket Solutions Software and Services" means the Software and the Quicket Solutions cloud-based hosted service for access to the Quicket web-based and mobile applications as specified in the applicable Schedule, purchase order or other ordering document.

"Schedule" means an addendum, appendix, amendment or other writing titled as a schedule and attached to or included in this Agreement, when signed by both parties from time to time that, when completed, sets forth the features, term, quantities, scope and fees associated with the purchase of a License or Licenses to Software, a Quicket Solutions Software and Services subscription, leasing of Equipment, or the description and fees associated with the purchase of Professional Services under Appendix 3 hereof.

"Software" means the standard version of the software program or programs marketed and licensed by Quicket. Software includes machine readable (object) code, except for certain Software which Quicket may elect to supply in source code format. Software includes any Updates or Upgrades of the Software, as defined in this Appendix, applied by Quicket to the Quicket Solutions Software and Services during the Term.

"SOW" or "Statement of Work" means a Schedule or other separate document referencing this Agreement and signed by both parties from time to time that sets forth Professional Services to be supplied by Quicket and which may contain certain other terms related to the provision of such Professional Services, the Quicket Solutions Software and Services and/or Equipment that are agreed between the parties.

"Suggestions" shall mean a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license for Quicket to use or incorporate into the Quicket Solutions Software and Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of or use of the Quicket Solutions Software and Services.

"Support Policy" has the meaning set forth in Section 4.

"Telephone Support" means technical, telephone assistance provided by Quicket to Users. Standard Telephone Support is provided during the hours of 9:00 am and 5:00 pm Eastern Standard Time, excluding Quicket recognized holidays.

"Term" means the period commencing on the delivery of the Software and Equipment to Customer and ending to 12:01 am local time on the first anniversary hereof (the **"Initial Term"**); This Agreement shall automatically renew for successive one-year periods, each of which renewals shall be part of the Term, unless either party notifies the other that such party declines to renew the Agreement at least ninety (90) days prior to the end of the then current Term. Notwithstanding any automatic renewal of the Agreement, either party may terminate the Agreement in accordance with its terms.

"Updates" mean error corrections, fixes, workarounds or other maintenance releases of the Quicket Solutions Software and Services.

"Upgrades" mean new releases or versions of the Quicket Solutions Software and Services that provide enhancements, modifications or improvements to the features or functionality; for purposes of this Agreement, "Upgrades" shall also include new features which are made generally available to all customers purchasing the Quicket Solutions Software and Services and for which Quicket does not charge any customer additional incremental fees.

"User" means an individual who is an employee of Customer with authorized access by Customer to and use of the Quicket Solutions Software and Services the shorter of: (i) during the course of such User's employment with Customer or (ii) the Term.

"Workaround" means a change in the procedures followed or data supplied by Quicket to avoid an Error without substantially impairing use of Quicket Solutions Software and Service.

Appendix 2

Technical Support Policy

The following details Quicket's current Technical Support Policy regarding the Quicket Solutions Software and Services. Updates to Quicket's Technical Support policies will be accessible at Quicket's website, under "support".

Third Party Software is specifically excluded from the terms set forth in this Appendix (but this exclusion does not pertain to the software interfaces and port-sets developed by Quicket that enable the link between the Software and the Third Party Software).

Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the MSSA to which this Appendix 2 is attached.

1. SUPPORT SERVICES

1.1 Coverage. For so long as Customer is current in the payment of the Service Fees under the Agreement between Quicket and Customer, Quicket agrees that it shall use its diligent commercial efforts to provide support services to Customer as follows:

1.1.1 Error Correction and Telephone Support provided to Users concerning use of the Quicket Solutions Software and Service.

1.2.2 Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

1.2 Error Priority Levels. Quicket shall exercise commercially reasonable efforts to correct any Error reported by Customer's Qualified Individuals in the current, unmodified release of Software in accordance with the following priority level reasonably assigned to such Error by Quicket:

1.2.1 Priority A Error: means an Error which renders the Quicket Solutions Software and Service inoperative or causes the Quicket Solutions Software and Service to fail catastrophically. Quicket shall promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which Workaround or Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts; (iii) notify Quicket management that such Errors have been reported and of steps being taken to correct such Error(s); (iv) provide Customer's Qualified Individuals with periodic reports on the status of the corrections; and (v) provide Customer's Qualified Individuals with a Workaround or Error Correction.

1.2.2 Priority B Error: means an Error which substantially degrades the performance of Quicket Solutions Software and Service or materially restricts Customer's use of the Quicket Solutions Software and Service. Quicket shall, promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify

Customer's Qualified Individuals of the engineers assigned to the Error report; (iii) within one (1) week of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket shall exercise commercially reasonable efforts to include an Error Correction in the next regular Software maintenance Update.

1.2.3 Priority C Error: means an Error which causes only a minor impact or restricts Customer's use of Quicket Solutions Software and Service. Quicket shall (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; and (iii) within two (2) weeks of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket may include an Error Correction in the next Version of the Product.

1.3 Other Errors. If Quicket believes that a problem reported by Customer may not be due to an Error in the Quicket Solutions Software and Service, Quicket will so notify Customer's Qualified Individuals. At that time, Customer may: (i) instruct Quicket to proceed with problem determination as set forth below or (ii) instruct Quicket that Customer does not wish the problem pursued at its expense.

1.4 General Telephone Support. For general questions pertaining to the operation of the Quicket Solutions Software and Services or the Equipment, Quicket will provide a telephone help desk number and will respond to calls made by Customers in accordance with the applicable level of support. For all Customers, Quicket's standard level of Telephone Support is provided during the hours of 9:00 am and 5:00 pm Eastern Standard Time, excluding Quicket recognized holidays. Customers subscribing to the standard Telephone Support shall receive a return call the same day; calls made after 5:00 pm Eastern Standard Time shall receive a return call the following day.

1.5 Limitations of Support. Quicket shall have no obligation to support: (i) Quicket Solutions Software and Service that is not the then current release or the Previous Sequential Release; or (ii) Quicket Solutions Software and Service problems caused by Customer's modification, abuse or misapplication, use of the Software other than as specified in the Documentation or other causes beyond the reasonable control of Quicket.

3. CUSTOMER'S RESPONSIBILITIES

3.1 Procedures. Customer shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Quicket Solutions Software and Service, and follow procedures and recommendations provided by Quicket support personnel in an effort to correct Errors.

3.3 Notification of Errors. Customer shall notify Quicket of Errors in accordance with the then-current Quicket Error and problem reporting procedures. If Quicket believes that a problem reported by Customer may not be due to an Error in the Software or provision of Services, Quicket will so notify Customer.

4. WARRANTY

4.1 Limited Warranty. Quicket warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

5. SUPPORT POLICY CHANGES

5.1 This Schedule sets forth Quicket's policy with respect to the provision of support in force as of the Effective Date. Customer acknowledges that these terms are subject to change in accordance with Section 4(a) of the MSSA.

Professional Services Terms

1. SERVICES.

Quicket will provide Professional Services pursuant to Schedule(s) and/or SOW(s) executed by the parties and referencing this Agreement. Unless the parties expressly agree in writing to the contrary, the Professional Services do not include maintenance and/or support services for any Professional Services Deliverables. Customer may separately purchase from Quicket maintenance and/or support services for such deliverables or work product on a time and materials basis as set forth in an applicable Schedule or SOW as agreed to by the parties.

2. CHANGE REQUESTS. Either party may request a change to an SOW or Schedule of Professional Services, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a new SOW or Schedule.

3. CHARGES FOR SERVICES. Customer shall pay to Quicket the fees set forth in the SOW(s) or Schedule(s) for the Professional Services. Unless explicitly stated otherwise in writing in an SOW or Schedule or any other document, all such listed Professional Services fees are estimates only, and are billed on a time and materials basis at rates agreed upon in writing by the parties for the Professional Services. Quicket will give prior notice to Customer if Quicket reasonably believes the Professional Services will not be completed within the estimate provided and the parties will enter into an appropriate Change Request as necessary and as agreed by the parties. Professional Services will be invoiced in accordance with Section 7 of the MSSA.

4. SUSPENSION OR TERMINATION OF PROFESSIONAL SERVICES. Customer may terminate a particular Professional Services engagement on thirty (30) days prior written notice, which notice shall specify the exact date of termination. Either party may terminate a particular Professional Services engagement on ten (10) days prior written notice in the event of a material breach by the other party that is not cured within such ten (10) day period, except for term based Professional Services such as hosting services purchased for a specific term which may be terminated only as provided in the applicable SOW or Schedule. In the event of such a suspension or termination, Customer shall continue to be obligated to pay all Professional Services fees due for Professional Services rendered prior to such suspension or termination, provided such services were provided in accordance with this Agreement and the applicable SOW or Schedule.

5. ACCESS TO CUSTOMER'S PROPERTY AND COMPUTERS. Upon Quicket's request, Customer agrees to provide Quicket access to any Equipment and, if necessary, Customer's computer(s) via remote data communication and, upon Quicket's written request, by visits to Customer's site as reasonably required to perform the Professional Services

pursuant to any Schedule or SOW and Quicket will abide by Customer's security and safety regulations and policies, provided in advance to Quicket, and which are applicable to such access. Any access under this provision shall not disrupt the operations of the Customer and will have minimal to no impact upon the Customer's information technology systems.

6. LICENSE; OWNERSHIP.

6.1 Quicket hereby grants to Customer a non-exclusive, non-transferable license to use the "Quicket-owned Professional Services Deliverables" (as defined in Section 6.3 below) delivered to Customer, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quicket Solutions Software and Services under this Agreement.

6.2 To the extent that any Quicket-owned Professional Services Deliverables are delivered to Customer by Quicket in source code format then Quicket hereby grants to Customer a limited license to copy and to modify such source code, and to compile such source code into object code, but solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the Quicket-owned Professional Services Deliverables hereunder and for no other purpose. The license grant in this Section 6.2 is subject to any limitations set forth in Section 6.1 above.

6.3 Quicket retains ownership of all information, Software and other Intellectual Property owned by it prior to this Agreement or which Quicket develops independently of this Agreement ("Quicket Preexisting Property"). Unless otherwise agreed by the parties in an applicable SOW, and subject to the license grant provided in Section 6.1 above, Quicket shall retain ownership of all Quicket Preexisting Property and any deliverables delivered by Customer pursuant to an applicable SOW or separate agreement. ("Quicket-owned Professional Services Deliverables"). All such information shall be treated as Quicket's Confidential Information in accordance with Section 8.3 of the Agreement. Quicket may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its software, provided the same does not incorporate or include any Customer Data, or Customer's Confidential Information. Quicket will have sole discretion as to whether and how to implement any Suggestions into the Software.

6.4 Customer Ownership.

(a) Customer retains ownership of all information, systems, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement, including without limitation all Customer Intellectual Property and Customer Confidential Information ("Customer Independent IP"). The parties acknowledge and agree that Quicket shall not modify, adapt or create derivative works of the Customer Independent IP under this Agreement, and if any such work product is anticipated, the parties shall enter into a mutually agreed upon amendment to this Agreement to contemplate such work, which will reflect that Customer shall own such work product.

(b) Quicket hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, worldwide license to use and

implement any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Customer Independent IP. Customer will have sole discretion as to whether and how to implement any such ideas, modifications, or suggestions into the Customer Independent IP.

7. STAFFING. Quicket shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Quicket may, at Quicket's sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services subject to prior written notice to Customer and provided Quicket remains solely responsible for the same as contemplated by Section 5 of the Agreement to which this Appendix 3 is attached. Customer shall have the sole discretion to deny the use of a particular subcontractor. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Quicket. Notwithstanding any provision of this Appendix or any Addenda, SOW or Schedule to which this Appendix is attached or relates, Quicket represents and warrants that all Quicket employees and all subcontractors providing Professional Services (or other services) pursuant to this Agreement will meet all requirements established by applicable law pertaining to citizenship, U.S. residency or other applicable criteria, including requisite background checks and meet any and all personnel requirements agreed to between the Parties.

Appendix 4

Leased Equipment Addendum

1. Lease: Quicket Solutions, Inc. ("Quicket") is providing Customer certain Equipment, as defined in the Agreement, and as set forth in a purchase order, SOW or other ordering document entered into by the parties in connection with the Agreement. This Leased Equipment Addendum applies to the delivery, possession and maintenance of the Equipment. Customer agrees that all such Equipment is leased from Quicket and that Quicket is the owner of the Equipment. This Equipment Lease Addendum commences on the date the Equipment is delivered to Customer, and all lease payments are included in the total fees set forth on the purchase order or other ordering document.

2. Equipment Use, Maintenance and Warranties: (a) Quicket leases the Equipment to Customer "AS IS" AND, EXCEPT AS OTHERWISE STATED HEREIN, MAKES NO WARRANTIES, EXPRESSOR IMPLIED WITH REGARD TO THE EQUIPMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the disclaimers set forth in the immediately preceding sentence, Quicket specifically warrants that the Equipment is fit for use with the Quicket Solutions Software and Services, as defined in the Agreement. Quicket will hold for the benefit of, or transfer to, Customer, at Customer's option, any manufacturer warranties included with any such Equipment. Unless otherwise specified in the Agreement, the SOW or other ordering document, Customer is required to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty.

(b) During the Term, Quicket will be responsible for maintenance and/or service of the Equipment in accordance with the following:

(i) In the event Quicket holds the manufacturer's warranty on any Equipment, then in the event of a claim under the applicable manufacturer's warranty, Customer shall return the Equipment to Quicket, in the manner as Quicket may reasonably direct, with a written description of the damage, malfunction or other problem experienced with the Equipment;

(ii) For any Equipment which is no longer covered by the manufacturer's warranty, then Quicket agrees that Quicket will be responsible for maintenance and service of such Equipment until Quicket and Customer determine to remove such Equipment from Service or the Agreement expires or is otherwise terminated, subject to the exceptions set forth in subparagraph (iv) below;

(iii) In the event that any Equipment malfunctions, is (A) damaged or destroyed, whether or not covered by the manufacturer's warranty at the time of such malfunction, damage or destruction (i.e., such malfunction, damage or destruction is caused by other than routine wear and tear) and (B) the repair or replacement of such Equipment is not or would

not be covered under the applicable manufacturer's warranty, then Customer shall be responsible for the cost of repair or replacement of such Equipment;

(iv) In the event Customer holds the warranty on any Equipment, then Customer shall be responsible for contacting the manufacturer for any warranty matters.

(c) In the event any Equipment malfunctions, is damaged, lost or destroyed during the Term, then Customer shall promptly notify Quicket in writing of such malfunction, damage, loss or destruction. In the event Quicket directs Customer to deliver or make available to Quicket, such malfunctioning, damaged or destroyed Equipment, then upon receipt of the Equipment, Quicket shall (i) determine if Quicket is able to remedy the malfunction or repair the Equipment; or (ii) send the Equipment to the manufacturer pursuant to the applicable warranty and (iii) within two (2) business days of receipt of Customer's notice provide a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the Equipment is repaired and returned to Customer or a determination is made that the malfunction, damage or other problem is either not covered by (I) the applicable manufacturer's warranty (for example, the damage is caused by abuse or neglect) or (II) Quicket's maintenance and repair obligation under Section 2(b) (ii) above. If the malfunction, damage or other problem is not covered by either the applicable manufacturer's warranty or Quicket's maintenance and repair obligation, and the manufacturer provides an estimate of the cost of repair, Quicket shall refer such estimate to Customer, and Customer shall determine whether to repair or replace the Equipment, at Customer's option and sole expense. Upon repair or replacement, Quicket and Customer shall exchange the original (or replacement) Equipment and the Quicket loaned item.

(d) Customer agrees that any warranty claims or other requests for maintenance or service under this Section 2 will not impact its obligation to pay all amounts under the Agreement when due, provided that Quicket provides the replacement Equipment in accordance with Section 2(c) above.

(e) Customer acknowledges that Quicket is not the agent of or for the Equipment manufacturer for any purposes under the Agreement.

(f) Customer acknowledges and agrees that it is responsible for all Equipment in its possession, and it has or will adopt (and enforce) reasonable security policies to protect Customer's property generally, which for purposes of the Agreement shall also include the Equipment. Notwithstanding any provision of this Schedule or the Agreement to the contrary, Quicket shall use commercially reasonable and technologically feasible means to locate or track any lost or stolen Equipment (such as by use of embedded GPS devices or applications). In the event of lost or stolen Equipment, Quicket shall provide, within two (2) business days of Customer's notice of the loss or theft,

a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the lost or stolen Equipment is recovered or determined to be unrecoverable. If the Equipment is recovered, Customer shall return the loaned Equipment to Quicket. In the event the Equipment is not recoverable, Customer shall reimburse Quicket its actual cost to replace the Equipment (i.e., at Quicket's purchase price from the distributor). In the event Customer elects to eliminate the lost or stolen Equipment from the Agreement, then Customer shall pay to Quicket the value of the lost or stolen Equipment determined by applying straight-line depreciation of a four (4) year economic life of the Equipment to Quicket's cost of purchase plus a twenty-five percent (25%) mark-up (i.e., Quicket's cost from its distributor plus overhead and profit).

3. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under this Leased Equipment Addendum without Quicket's prior written consent.

Appendix 5

Service Level Agreement

Availability: Quicket warrants the Quicket Solutions Software and Services will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, using the following formula:

$$\frac{[(total - nonexcluded - excluded) * 100]}{total - excluded} \geq 99\%$$

Where:

- "total" means the total number of minutes for the quarter
- "nonexcluded" means downtime that is not "excluded", as defined in the next bullet
- "excluded" means the following:
 - Any planned downtime of which Quicket gives 8 hours or more notice. Quicket will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 5:00 P.M. Friday, Eastern Time, through 6:00 A.M. Monday, Eastern Time.
 - Any period of unavailability lasting less than 15 minutes.
 - Any unavailability caused by circumstances beyond Quicket's reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Quicket employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Quicket's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Quicket Solutions Software and Services, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Quicket Solutions Software and Services, while others remain available, will not constitute unavailability of the Quicket Solutions Software and Services, so long as the unavailable features or functions are not, in the

aggregate, material to the Quicket Solutions Software and Services as a whole.

Penalties: Should the Quicket Solutions Software and Services availability fall below the 99% general availability level for any calendar quarter, and this downtime significantly affected customers ability to use the system, Customer may continue to use the Quicket Solutions Software and Services but will receive credit for one half day of its Quicket subscription, in that quarter, for each two hours of general Quicket Solutions Software and Services unavailability below 99%. Any such credit shall be applied to Customer's next invoice (or refunded if Customer's subscription to the Quicket Solutions Software and Services expires or terminates prior to receipt of such credit and Customer owes no further charges to Quicket).

The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA Addendum.

Reporting and Claims: To file a claim under this SLA Addendum, Customer must send an email to support@quicketsolutions.com with the following details:

- Billing information, including client name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA Addendum, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the affected quarter, except for periods at the end of a subscription agreement not coincident with the end of a calendar quarter, in which case Customer must make any claim within 10 business days after the end of its subscription agreement.

All claims will be verified against Quicket's system records. Should any periods of downtime submitted by Customer be disputed, Quicket will provide to Customer a record of Quicket Solutions Software and Services availability for the period in question. Quicket will only provide records of system availability in response to good faith Customer claims.

General: Any obligations of Quicket under this SLA Addendum shall become null and void upon any breach by Customer of its Quicket subscription agreement, including any failure by Customer to meet payment obligations to Quicket.



CONFIDENTIAL

QUICKET SOLUTIONS, INC.

STATEMENT OF WORK

STONECREST, GA

JULY 12, 2018



CONFIDENTIAL

STATEMENT OF WORK

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Project Name & ID: STONECREST, GA

This Quicket Solutions, Inc. ("QUICKET") Statement of Work ("SOW") describes the services, equipment and software (separately or together, as required, the "Work") to be provided to Stonecrest, GA ("CLIENT") for the installation, implementation, deployment and operation of the Quicket Solutions software subscription service and solution (the "Quicket Solutions Software and Services"), and is entered into by the parties in connection with and pursuant to the Quicket Solutions Master Software and Service Agreement ("MSSA") entered into contemporaneously with this SOW. In case of any conflicts between the terms of this SOW and the MSSA, the MSSA shall control unless expressly stated otherwise in this SOW. All capitalized terms not otherwise defined herein shall have the meanings given to them in the MSSA.

1. SUPPLIES OR SERVICES AND PRICES

a. GENERAL DESCRIPTION

QUICKET shall furnish the Quicket Solutions Software and Services, as defined in the MSSA and which comprises a comprehensive solution, including all materials, tools, equipment, expertise, and labor to perform the work required in accordance with the pricing and for the Term as set forth and defined herein.

The Work shall be performed in accordance with the specifications set forth in this SOW and in the MSSA.

b. PERIOD OF PERFORMANCE

The base period of performance shall commence upon the execution of the SOW to 12:01 am local time on the fourth anniversary thereafter (the initial "Term" under the MSSA and this SOW), and shall include the following (the quantities of which may be amended from time to time, as the parties may agree at the same pricing indicated below):



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SUBSCRIPTION FEATURES:

Items	Quantity
<p>City of Innovation Cloud Platform Comprehensive Cloud-based data management Platform for city staffers and enhanced constituent services</p> <p>Cloud-based Finance Application</p> <ul style="list-style-type: none">-Web-based data management portal-Business licenses-PermitsExcise taxes (rental, hotel, liquor, etc.)-Franchise fees-Payment management for credit card, check, money order, etc.-Custom payment audit reports-Failure to pay penalty and interest calculations-Failure to pay notifications to code enforcement division-Automated text/email services for constituent courtesy notices for payment reminders, failure to pay, etc.-PCI-compliant online payment processing	1
<p>City of Innovation Cloud Platform Cloud-based Code Enforcement</p> <ul style="list-style-type: none">-Online constituent complaint form-Online constituent complaint mapping-Web-based data management application-GIS data import capabilities for property lookup-Mobile application for code enforcement personnel with Notice of Violation, Citation, Door/Car Notice-Included 2 thermal printers for on-site printing from mobile application-Online payment portal for fines/fees-Bench warrant automation for failure to pay-Location and personnel-based data analytics module	1
<p>City of Innovation Cloud Platform Cloud-Based Business License/Permits Application</p> <ul style="list-style-type: none">-Online business registration/licensing with profile management and automated alerts for constituents-Web-based business license technician data management application for reviewing application packet, inspection monitoring, and approvals-Online payment processing-Automated text/email reminders for renewals, payment due, etc.	1
<p>Maintenance & Support</p> <ul style="list-style-type: none">-Ongoing maintenance of Cloud and integrations-Server health checks-Compliance management-Telephone/email support-Updates/upgrades	1



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Period of Performance Fees

YEARS 1-4 ANNUAL SUBSCRIPTION:	\$52,000.00
<i>*Years 2-4 annual payments due on anniversary of training.</i>	
TRAINING:	\$150.00/hr
<i>*16 hours total estimated</i>	

*Any costs levied by 3rd party providers for necessary integrations are separate and not reflected

THE AMOUNTS SET FORTH ABOVE REPRESENT THE MAXIMUM AMOUNTS OF THE CLIENT’S POTENTIAL COSTS FOR THE APPLICABLE LINE ITEM FOR THE PERIODS DESCRIBED. QUICKET SHALL PROVIDE THE WORK AGREED TO IN THIS SOW AND IN THE MSSA, EVEN IF THE COST TO QUICKET EXCEEDS THE AMOUNTS SET FORTH ABOVE UNLESS CLIENT INCREASES THE QUANTITIES OF EQUIPMENT OR REQUESTS ADDITIONAL SERVICES NOT ALREADY AGREED TO BETWEEN THE PARTIES. IN THE EVENT CLIENT ORDERS ADDITIONAL ITEMS IDENTIFIED IN THE TABLE ABOVE DURING THE TERM, SUCH ITEMS SHALL BE PROVIDED TO CLIENT AT THE PRICE SET FORTH IN THE TABLE.

2. TRAINING

QUICKET shall provide comprehensive training sessions for all CLIENT employees who will be designated as authorized users of QUICKET’S system. Training shall include a comprehensive review of software and proper equipment usage. Training shall familiarize all authorized users with all relevant features of QUICKET’S system. Training shall be divided according to various user types. QUICKET shall further provide CLIENT with training materials and user guides to enable authorized users to operate the Quicket Solutions Software and Services. QUICKET’s charge for any such training shall be \$150.00 per hour. CLIENT will be permitted to have an unlimited number of personnel (limited only by the capacity of the CLIENT facilities) attend such training.

3. INSPECTION AND ACCEPTANCE

a. PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all Work performance, reports and other deliverables under this SOW and the Agreement shall be performed by any of the following designated individuals:

- CLIENT Mayor and/or City Manager

b. SCOPE OF INSPECTION

All Work submitted will be inspected for content, completeness, accuracy and conformance to the SOW requirements and Quicket Solutions Software and Services specifications. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the SOW. The



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scope and nature of this testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

If any Work is deficient in CLIENT's commercially reasonable determination, QUICKET will bring the system up to acceptable standards at no extra cost. QUICKET shall design, plan and deploy the system in accordance with the TECHNICAL REQUIREMENTS set forth herein and in the Quicket Solutions Software and Services specifications.

c. BASIS OF ACCEPTANCE

The basis for inspection/acceptance shall be compliance with the requirements set forth herein and in the Quicket Solutions Software and Services specifications. Deliverable items rejected shall be corrected in accordance with the applicable requirements.

d. INITIAL DELIVERABLES

CLIENT will provide written acceptance, comments and/or change requests, if any, within sixty (60) work days from receipt by CLIENT of the initial deliverable.

Upon receipt of CLIENT'S comments, QUICKET shall have sixty (60) working days to incorporate CLIENT'S comments and/or change requests and to resubmit the deliverable in its final form.

Compliance with, or failure to comply on the part of CLIENT with this section shall not be used to invalidate or alter any warranty provided by Quicket.

e. WRITTEN ACCEPTANCE/REJECTION BY THE CLIENT

CLIENT shall provide written notification of acceptance or rejection of all final deliverables within sixty (60) work days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

f. PLACE OF PERFORMANCE

QUICKET will provide systems that will be used in all areas of CLIENT'S jurisdiction. QUICKET'S primary objective is to create electronic citation solutions that can be accessed both in field operations and at City Hall.

g. TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by CLIENT to monitor timely progress under this task order. In this schedule, NLT designates "No Later Than", "NTP" designates "Notice to Proceed", WD designates "Work Days", and PS designates "Project Start". This schedule is required to meet mission objectives. Some items listed above, but not specifically mentioned below will be delivered appropriately in coordination with the planned completion dates.



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MILESTONE	DELIVERIES OR PERFORMANCE RESPONSIBILITY	PLANNED COMPLETION DATE
Project Start (PS)	QUICKET	At SOW Execution
Phase I: Planning	QUICKET/CLIENT	NLT 7 WDs after SOW Execution
Phase II: Development	QUICKET	NLT 90 WDs after SOW Execution
Phase III: Training and Beta Release	QUICKET/CLIENT	NLT 120 WDs after SOW Execution
Phase IV: Final and Stable Release	QUICKET/CLIENT	NLT 150 WDs after SOW Execution
Initiate Maintenance and Support	QUICKET	NLT 150 WDs after SOW Execution

h. NOTICE REGARDING LATE DELIVERY

QUICKET shall notify CLIENT, as soon as it becomes apparent to QUICKET, that a scheduled delivery will be late. QUICKET shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The parties recognize and agree that this SOW represents the initial commercial delivery of the Quicket Software and Services Solution and that late delivery or completion of any milestone hereunder shall not be reason for termination unless QUICKET is unable to make such delivery or reach such milestone within 30 days after the original scheduled date.

i. WRITTEN DELIVERABLES

QUICKET'S designated Project Manager shall review, approve, and sign all draft and final documents before delivery to CLIENT. All draft and final documents shall be delivered electronically by a designated officer or employee of QUICKET.

4. DATA RIGHTS

Data rights in the information entered into the Quicket Solutions Software and Service are defined under the MSSA.

[SIGNATURE PAGE FOLLOWS]



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The parties hereby acknowledge their agreement to the terms applicable to the Work specified in this SOW.

QUICKET SOLUTIONS, INC.

STONECREST, GA

By: _____
Name:
Title:

By: _____
Name:
Title:



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution adopting the Policy that Copies of All Expense Reimbursement Reports submitted by Mayor and Council Members are on the City's Website

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 07/31/2018

Council Meeting: 08/01/2018

SUBMITTED BY: Attorney Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance to Amend the Charter of the City for Amending the Titles of Persons Serving as Any Municipal Court Judge Pursuant to Article IV of the City Charter

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 07/31/2018

Council Meeting: 08/01/2018

SUBMITTED BY: Attorney Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF STONECREST,**
2 **GEORGIA, FOR THE PURPOSE OF AMENDING THE TITLES OF PERSONS**
3 **SURVING AS ANY MUNICIPAL COURT JUDGE PURSUANT TO ARTICLE IV OF**
4 **THE CITY CHARTER**

5 **WHEREAS**, Article IV of the Charter of the City of Stonecrest, Georgia (the “City Charter”) provides for the qualifications and duties of judges serving as any municipal court judge of the City of Stonecrest; and

6
7
8
9 **WHEREAS**, the Mayor and City Council of the City of Stonecrest desire rename the title of the judges of serving as municipal court judges of the City of Stonecrest; and

10
11
12 **WHEREAS**, the Mayor and City Council of the City of Stonecrest have determined that the City Charter should be amended by Home Rule to make the necessary change; and

13
14
15
16 **WHEREAS**, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, which is titled Home Rule for Municipalities, allows the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with the Municipal Home Rule Act of 1965, provided in O.C.G.A. 36-35-1 *et seq.*;

17
18
19
20
21
22 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) allows municipal charters to be amended by ordinances duly adopted at two (2) regular consecutive meetings of the municipal governing authority, not less than seven (7) nor more than sixty (60) days apart; and

23
24
25
26 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) requires a notice containing a synopsis of the proposed amendment to be published in a newspaper of general circulation in the municipal corporation once a week for three (3) weeks within a period of sixty (60) days immediately preceding its final adoption; and

27
28
29
30
31 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) further requires that the notice shall state that a copy of the proposed amendment is on file in the office of the clerk of the municipal governing authority and in the office of the clerk of the superior court of the county of the legal situs of the municipal corporation for the purpose of examination and inspection by the public; and

32
33
34
35
36
37 **WHEREAS**, pursuant to O.C.G.A. 36-35-3(b)(1), the required notice has been published in a newspaper of general circulation in the municipal corporation once a week for three (3) weeks prior to its final adoption, and a copy of the proposed amendment has been placed on file in the Office of the Clerk of the City of Stonecrest and in

41 the Office of the Clerk of Superior Court of DeKalb County, Georgia, as required
42 by Georgia law; and

43
44 **WHEREAS**, the required notice will have been published within the statutory period of sixty
45 (60) days immediately preceding the final adoption of this Ordinance amending
46 the City Charter; and

47
48 **WHEREAS**, the title of this Ordinance shall have been read and this Ordinance duly adopted at
49 two consecutive City Council meetings not less than seven (7) nor more than sixty
50 (60) days apart as required by Georgia law.

51
52 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
53 follows:

54 **Section 1:** That the Charter of the City of Stonecrest, Georgia, is hereby amended as follows:

55 Section 4.02, Section 4.03 and Section 4.06 of Article IV of the City Charter is amended and
56 restated in its entirety to read as follows:

57 **SECTION 4.02**

58 Judges.

59 “(a) No person shall be qualified or eligible to serve as a judge unless he or she shall
60 have attained the age of 28 years and shall have been a member of the State Bar of
61 Georgia for a minimum of three years. The judges, including a judge to be designated the
62 chief judge, shall be nominated by the mayor subject to approval by the city council. The
63 compensation and number of the judges shall be fixed by the city council.

64 ~~(b) The judge pro tempore shall serve as requested by the judge, shall have the same~~
65 ~~qualifications as the judge, shall be nominated by the mayor subject to approval of the~~
66 ~~city council, and shall take the same oath as the judge.~~

67 ~~(e) Before entering on the duties of his or her office, the chief judge and each other judge~~
68 ~~pro tempore shall take an oath before an officer duly authorized to administer oaths in~~
69 ~~this state declaring that he or she will truly, honestly, and faithfully discharge the duties~~
70 ~~of his or her office to the best of his or her ability without fear, favor, or partiality. The~~
71 ~~oath shall be entered upon the minutes of the city council.~~

72 ~~(d) Each~~The judge, including the chief judge or judge pro tempore, shall serve for a term
73 of four years but may be removed from the position by a two-thirds' vote of the entire
74 membership of the city council or shall be removed upon action taken by the state
75 Judicial Qualifications Commission for:

- 76 (1) Willful misconduct in office;
77 (2) Willful and persistent failure to perform duties;
78 (3) Habitual intemperance;

- 79 (4) Conduct prejudicial to the administration of justice which brings the judicial office
80 into disrepute; or
81 (5) Disability seriously interfering with the performance of duties, which is or is likely
82 become of a permanent character.”
83

84 **SECTION 4.03.**

85 Convening.

86
87 The municipal court shall be convened at such times as designated by ordinance or at
88 such times as deemed necessary by the chief judge, or any other judge in the absence of
89 the chief judge due to his or her illness or disability, to keep current the dockets thereof.
90

91 **SECTION 4.06.**

92 Rules for court.

93
94 With the approval of the city council, the chief judges shall have full power and authority
95 to make reasonable rules and regulations necessary and proper to secure the efficient and
96 successful administration of the municipal court.
97

98 **Section 2:**

- 99 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
100 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
101 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
102 constitutional.
103
104 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
105 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
106 phrase of this Ordinance is severable from every other section, paragraph, sentence,
107 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
108 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
109 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
110 section, paragraph, sentence, clause or phrase of this Ordinance.
111
112 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
113 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
114 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
115 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
116 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
117 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
118 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed

119 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
120 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
121

122 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
123 are hereby expressly repealed.
124

125 5. The within ordinance shall become effective upon its adoption.
126

127 6. The provisions of this Ordinance shall become and be made part of the City Charter and
128 shall be codified in accordance with state law.

129 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 201__.

130 Approved:
131

132 _____
133
134 Jason Lary, Sr., Mayor

135
136
137 As to form:
138

139
140 _____
141 City Attorney

142 Attest:

143
144
145 _____
146 Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance to Amend Section 2.07 of Article II of the Charter for the Purpose of Amending the Salary Provision for the Mayor and Expense Reimbursement Provisions for the Mayor and Each Council Member

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 07/31/2018

Council Meeting: 08/01/2018

SUBMITTED BY: Attorney Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **AN ORDINANCE TO AMEND SECTION 2.07 OF ARTICLE II OF -THE CHARTER OF**
2 **THE CITY OF STONECREST, GEORGIA, FOR THE PURPOSE OF AMENDING THE**
3 **SALARY PROVISION FOR THE MAYOR AND AMENDING THE EXPENSE**
4 **REIMBURSEMENT PROVISIONS FOR THE MAYOR AND EACH**
5 **COUNCILMEMBER AS CONTAINED THEREIN SECTION 2.07 OF ARTICLE II OF**
6 **THE CITY CHARTER**

7 **WHEREAS,** Section 2.07 of Article II of the Charter of the City of Stonecrest, Georgia (the
8 “City Charter”) provides for an annual salary of the mayor of \$20,000 and an
9 annual expense allowance of the mayor of \$5,000 and an annual expense
10 allowance of each councilmember of \$3,000; and

11
12 **WHEREAS,** the Mayor and City Council of the City of Stonecrest desire that the salary of the
13 mayor be adjusted, subject to the provisions of O.C.G.A. 36-35-4, to account for
14 the time necessary for the mayor to responsibly carry out the duties of the Mayor
15 in managing and overseeing the business of the city; and

16
17 **WHEREAS,** the Mayor and City Council of the City of Stonecrest desire that the
18 reimbursement of expenses incurred by the mayor and each councilmember in
19 carrying out duties as an elected official of the city be approved as a part of the
20 annual budget of the city without limitation; and

21
22 **WHEREAS,** the Mayor and City Council of the City of Stonecrest have determined that the
23 City Charter should be amended by Home Rule to make the necessary changes;
24 and

25
26 **WHEREAS,** Article IX, Section II, Paragraph II of the Constitution of the State of Georgia,
27 which is titled Home Rule for Municipalities, allows the General Assembly of the
28 State of Georgia to provide by law for the self-government of municipalities,
29 which the General Assembly has done with the Municipal Home Rule Act of
30 1965, provided in O.C.G.A. 36-35-1 *et seq.*;

31
32 **WHEREAS,** O.C.G.A. 36-35-3(b)(1) allows municipal charters to be amended by ordinances
33 duly adopted at two (2) regular consecutive meetings of the municipal governing
34 authority, not less than seven (7) nor more than sixty (60) days apart; and

35
36 **WHEREAS,** O.C.G.A. 36-35-3(b)(1) requires a notice containing a synopsis of the proposed
37 amendment to be published in a newspaper of general circulation in the municipal
38 corporation once a week for three (3) weeks within a period of sixty (60) days
39 immediately preceding its final adoption; and

40
41 **WHEREAS,** O.C.G.A. 36-35-3(b)(1) further requires that the notice shall state that a copy of
42 the proposed amendment is on file in the office of the clerk of the municipal

43 governing authority and in the office of the clerk of the superior court of the
44 county of the legal situs of the municipal corporation for the purpose of
45 examination and inspection by the public; and
46

47 **WHEREAS**, pursuant to O.C.G.A. 36-35-3(b)(1), the required notice has been published in a
48 newspaper of general circulation in the municipal corporation once a week for
49 three (3) weeks prior to its final adoption, and a copy of the proposed amendment
50 has been placed on file in the Office of the Clerk of the City of Stonecrest and in
51 the Office of the Clerk of Superior Court of DeKalb County, Georgia, as required
52 by Georgia law; and
53

54 **WHEREAS**, the required notice will have been published within the statutory period of sixty
55 (60) days immediately preceding the final adoption of this Ordinance amending
56 the City Charter; and
57

58 **WHEREAS**, the title of this Ordinance shall have been read and this Ordinance duly adopted at
59 two consecutive City Council meetings not less than seven (7) nor more than sixty
60 (60) days apart as required by Georgia law.
61

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

64 **Section 1:** That the Charter of the City of Stonecrest, Georgia, is hereby amended as follows:

65 Section 2.07 of Article II of the City Charter is restated and amended to read as follows:

66 “The annual salary of the mayor shall be ~~\$75,000.00~~20,000.00 and the annual salary for
67 each councilmember shall be \$15,000.00. Such salaries shall be paid from municipal
68 funds in monthly installments. The mayor shall be provided an annual expense allowance
69 of ~~\$5,000.00~~ and each councilmember shall be reimbursed provided an annual expense
70 allowance of ~~\$3,000.00~~ for the reimbursement of reasonable expenses actually and
71 necessarily incurred by the mayor and councilmembers in carrying out their duties as
72 elected officials of the city but for each year, only to the extent of the amount provided in
73 the annual budget originally adopted the city council of the city.”
74

75 **Section 2:**

- 76 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
77 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
78 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
79 constitutional.
80

81 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
82 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
83 phrase of this Ordinance is severable from every other section, paragraph, sentence,
84 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
85 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
86 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
87 section, paragraph, sentence, clause or phrase of this Ordinance.

88
89 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
90 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
91 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
92 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
93 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
94 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
95 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
96 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
97 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
98

99 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
100 are hereby expressly repealed.
101

102 5. The within ordinance shall become effective upon its adoption; provided, that, the
103 increase in compensation payable to the mayor shall take place at such time provided in
104 O.C.G.A. 36-35-4.
105

106 6. The provisions of this Ordinance shall become and be made part of the City Charter and
107 shall be codified in accordance with state law.

108 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 201__.

109 Approved:
110
111
112 _____
113 Jason Lary, Sr., Mayor
114

115 As to form:
116
117
118 _____
119 City Attorney
120
121

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018-_____

122 Attest:

123

124

125

126 _____
Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance Amending the Latest Date for the Submission of the Proposed Operating Budget and Capital Budget in the City Charter Section 5.03(a) by Home Rule

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Date Submitted: 07/30/2018

Council Meeting: 08/01/2018

SUBMITTED BY: City Attorney

PURPOSE: This item is to amend the City Charter Section 5.03 (a) amending latest date for the submission of the proposed operating budget and capital budget for the ensuing fiscal year.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF STONECREST, GEORGIA FOR THE PURPOSE OF AMENDING LATEST DATE FOR THE SUBMISSION OF THE PROPOSED OPERATING BUDGET AND CAPITAL BUDGET FOR THE ENSUING FISCAL YEAR FROM THE FIRST DAY OF THE TENTH MONTH OF THE FISCAL YEAR TO THE FIRST DAY OF THE ELEVENTH MONTH OF THE FISCAL YEAR AS CONTAINED IN SECTION 5.03(a) OF ARTICLE V OF THE CITY CHARTER

8 **WHEREAS**, Section 5.03 of Article V of the Charter of the City of Stonecrest, Georgia (the
9 “City Charter”) provides that the city council fix the date for the city manager’s
10 submission to it of a proposed operating budget and capital budget for an ensuing
11 fiscal year, but no later the first day of the tenth month of the current fiscal year;
12 and

14 **WHEREAS**, the Mayor and City Council of the City of Stonecrest desire that the latest date for
15 fixing the submission date of said proposed budgets to it by the city manager be
16 the first day of the eleventh month of the current fiscal year; and

18 **WHEREAS**, the Mayor and City Council of the City of Stonecrest have determined that the
19 City Charter should be amended by Home Rule to make the necessary change;
20 and

22 **WHEREAS**, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia,
23 which is titled Home Rule for Municipalities, allows the General Assembly of the
24 State of Georgia to provide by law for the self-government of municipalities,
25 which the General Assembly has done with the Municipal Home Rule Act of
26 1965, provided in O.C.G.A. 36-35-1 *et seq.*;

28 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) allows municipal charters to be amended by ordinances
29 duly adopted at two (2) regular consecutive meetings of the municipal governing
30 authority, not less than seven (7) nor more than sixty (60) days apart; and

32 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) requires a notice containing a synopsis of the proposed
33 amendment to be published in a newspaper of general circulation in the municipal
34 corporation once a week for three (3) weeks within a period of sixty (60) days
35 immediately preceding its final adoption; and

37 **WHEREAS**, O.C.G.A. 36-35-3(b)(1) further requires that the notice shall state that a copy of
38 the proposed amendment is on file in the office of the clerk of the municipal
39 governing authority and in the office of the clerk of the superior court of the
40 county of the legal situs of the municipal corporation for the purpose of
41 examination and inspection by the public; and

42

43 **WHEREAS**, pursuant to O.C.G.A. 36-35-3(b)(1), the required notice has been published in a
44 newspaper of general circulation in the municipal corporation once a week for
45 three (3) weeks prior to its final adoption, and a copy of the proposed amendment
46 has been placed on file in the Office of the Clerk of the City of Stonecrest and in
47 the Office of the Clerk of Superior Court of DeKalb County, Georgia, as required
48 by Georgia law; and
49

50 **WHEREAS**, the required notice will have been published within the statutory period of sixty
51 (60) days immediately preceding the final adoption of this Ordinance amending
52 the City Charter; and
53

54 **WHEREAS**, the title of this Ordinance shall have been read and this Ordinance duly adopted at
55 two consecutive City Council meetings not less than seven (7) nor more than sixty
56 (60) days apart as required by Georgia law.
57

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

60 **Section 1:** That the Charter of the City of Stonecrest, Georgia, is hereby amended as follows:

61 Section 5.03(a) of Article V of the City Charter is amended to substitute the words “eleventh
62 month” for the words “tenth month” in the first sentence thereof.

63 **Section 2:**

64
65 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
66 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
67 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
68 constitutional.

69
70 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
71 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
72 phrase of this Ordinance is severable from every other section, paragraph, sentence,
73 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
74 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
75 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
76 section, paragraph, sentence, clause or phrase of this Ordinance.

77
78 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
79 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
80 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
81 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,

82 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
83 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
84 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
85 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the
86 Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

87
88 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith
89 are hereby expressly repealed.

90
91 5. The within ordinance shall become effective upon its adoption.

92
93 6. The provisions of this Ordinance shall become and be made part of the City Charter and
94 shall be codified in accordance with state law.

95
96 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 201__.

97
98 Approved:

99
100
101 _____
102 Jason Lary, Sr., Mayor

103
104
105 As to form:

106
107
108 _____
109 City Attorney

110 Attest:

111
112
113 _____
114 Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Authorizing the City Clerk to Publish three notices of proposed Amendments of the City Charter

- ORDINANCE POLICY STATUS REPORT
 DISCUSSION ONLY RESOLUTION OTHER

Date Submitted: 07/31/2018

Council Meeting: 08/01/2018

SUBMITTED BY: Attorney Kurrie

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **A RESOLUTION OF THE CITY OF STONECREST, GEORGIA, AUTHORIZING THE**
2 **CITY CLERK TO PUBLISH THREE NOTICES OF PROPOSED AMENDMENTS OF**
3 **THE CITY CHARTER PURSUANT TO O.C.G.A. 36-35-3(b)(1)**

4 **WHEREAS**, the mayor and city council propose to provide notices, conduct public hearings
5 and read two times the ordinances attached hereto relating to the amendment by
6 Home Rule of Section 2.07 of Article II, Article IV and Section 5.03 of Article V
7 of the Charter of the City of Stonecrest.

8 **NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Stonecrest,
9 Georgia, as follows:

10 **Section 1:** The Mayor and City Council of the City of Stonecrest, Georgia, hereby
11 authorize and direct the City Clerk to publish the notices regarding the three proposed
12 ordinances adopting amendments to the City Charter by Home Rule as required by
13 O.C.G.A. 36-35-1(b)(1) and file a copy of each notice in the office of the Clerk of the City of
14 Stonecrest and the office of the Clerk, Superior Court, DeKalb County, Georgia.

15 This Resolution shall be effective immediately upon its adoption.

16 **SO RESOLVED** this the 1st day of August, 2018.

17 Approved:
18
19

20 _____
21 Jason Lary, Sr., Mayor
22
23
24

25 Attest:
26
27

28 _____
29 Brenda James, City Clerk
30