

**PROFESSIONAL SERVICES AGREEMENT FOR
Zoning Ordinance and Overlay Rewrite Consultant Services**

This Professional Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and Inspire Placemaking Collective, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing engineering design services for RFP-0003-25, Zoning Ordinance and Overlay Rewrite Consultant Services; and

WHEREAS, the City of Stonecrest sought proposals from qualified vendors for consultant services; and

WHEREAS, the City desires to engage the Consultant, and Consultant agrees to render certain consultant services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES**. Consultant agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Consultant agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION**. In consideration for Services, the City shall pay to Consultant a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Consultant’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Consultant acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM**. This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City by December 31, 2025. (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Consultant thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

4. RELATIONSHIP OF THE PARTIES.

- (a) Consultant. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Consultant. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Consultant. It is expressly agreed that Consultant is acting as an Consultant and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Consultant shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. WARRANTY ON SERVICES RENDERED. The Consultant warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and shall conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Consultant shall repair the defect in a timely manner at no expense to the City.

6. TERMINATION FOR DEFAULT.

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Consultant, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Consultant fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Consultant fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Consultant shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Consultant shall continue the

performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Consultant shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Consultant and the subcontractor, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
 - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Consultant was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Consultant shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Consultant for the actual goods and labor reasonably used by the Consultant to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Consultant for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Consultant’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Consultant shall proceed diligently with the performance of work in accordance with the City’s direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and

representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Consultant or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Consultant of its covenants; or (iii) failure by Consultant or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

10. RISK MANAGEMENT REQUIREMENTS. The Consultant shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

11. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.

- (a) Consultant warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Consultant agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
- (c) Consultant warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Consultant hereunder or which in any manner affect this Agreement.

12. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Consultant individual, firm, or corporation will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“E-Verify”). Consultant Individual, firm, or corporation will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.

13. THE CITY’S ASSISTANCE AND COOPERATION. During the Consultant’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Consultant in activities that facilitate the proper performance and completion of this Agreement by the Consultant. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced

under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Consultant agrees that it will not claim that any such assistance or cooperation operates, to relieve the Consultant from complete, proper and punctual performance of all the Consultant's obligations under this Agreement.

14. WORK ON THE CITY'S DESIGNATED PREMISES. In the event that the Consultant, the Consultant's employees or agents or the Consultant's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Consultant and such other parties shall observe all security requirements and all safety regulations.

15. CONFLICTS OF INTEREST. Consultant warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- (c) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

16. CONFIDENTIAL INFORMATION. Consultant acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Consultant nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

17. ASSIGNMENT AND SUBCONTRACTING. The Consultant shall not assign this Agreement or any portion of this Agreement, nor shall the Consultant subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Consultant, including any assignment or subcontract to which the City consents, shall in any way relieve the Consultant from complete and punctual performance of this Agreement, including without limitation all of the Consultant's obligations under the warranty provisions of this Agreement.

18. ATTORNEYS' FEES. Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

19. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With copies to:

City Attorney
Denmark Ashby, LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
Email: wdenmark@denmarkashby.com

If to the Consultant:

Inspire Placemaking Collective, Inc.
817 West Peachtree Street, Suite A-145
Atlanta, Ga. 30308
Email: ssinatra@inspireplacemaking.com

21. NON-WAIVER. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

23. INTERPRETATION. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

24. AMENDMENTS. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Consultant's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

**INSPIRE PLACEMAKING COLLECTIVE,
INC.**

BY (sign here):

Name (print):

Sara Sinatra Gould

Title:

Vice President

[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

JAY McLEOD
Dir. of Comprehensive Planning

DATE:

07/08/2025



EXHIBIT A SERVICES

1. Introduction:

The Consultant will assist City staff with the rewriting of the current Zoning Code of Ordinances and Overlay Districts for the City of Stonecrest, community engagements and presenting recommendations before the public and City Council. The Consultant will work with staff in ensuring the zoning code of ordinances and overlays are consistent and concise in form and based on State, Federal, Local regulations and City standards. Changes to the current ordinances and overlays are necessary to provide for a more conventional zoning standard in newer, largely built out areas, and implement standards that support walkable, mixed-use neighborhoods in the current and yet-to-be developed areas of the City and established neighborhoods.

2. Scope of Services:

The final work product will be developed in conjunction with City staff but the scope of work should include the following:

1. Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts:

1. The Consultant will work closely with City staff in producing a diagnosis of the existing Code of Ordinances and all overlay districts.
2. The Consultant will review for consistency between established zoning districts, regulations and existing conditions. The reviews will include but are not limited to the Stonecrest 2038 Comprehensive Plan, LCI Studies and any other related plans.
3. The Consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new Code of Ordinances and Overlays will be consistent and cohesive with planning documents.
4. The Consultant shall identify any issues that need further review and provide an outline for needed meetings that will establish content and regulations and any amendments.
5. The Consultant will review and make recommendations on all specific zoning districts and review all procedures and make recommendations on best practices to be incorporated for all boards and council. This should include the most efficient timeline while ensuring each board and council, as well as the public having adequate time to review and make informed decisions on proposals.

3. Task 2: Review of the Development Regulations:

The Consultant will review, update the current overlay districts and will create new districts that will reflect the internal process of the City.

4. Task 3: Review of the Overlay Districts:

The Consultant will review and update the overlay districts that will reflect the internal process of the City.

5. Task 4: Zoning Map:
The Consultant will update the zoning map to match new districts, amendments, overlay districts and other changes.
6. Task 5: Review of the Fee Structure:
The Consultant will review the current fee structure for development and permitting fees. The review will include but is not limited to recommendations for fees related to trades, building permits, engineering review fees, inspection and construction mitigations fees.
7. Task 6: Community Engagement/Public Outreach:
The Consultant will develop a detailed public engagement outreach/participation plan designed to inform community stakeholders and the general public on the benefits of re-writing the zoning ordinance, as well as conducting regular meetings and web/social media interaction throughout the process. The Consultant will conduct five (5) stakeholder interviews. These may be conducted by conference calls or virtual meetings with the stakeholder groups.
8. Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts:
The City of Stonecrest contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these and new areas.
9. Task 8: Drafting the Document:
The Consultant will prepare three (3) drafts of the zoning ordinance with overlays, including graphics, for review by staff and the stakeholder committee(s), culminating in a final version to be acted upon by the Planning and Zoning Commission and the City Council.
10. Task 9: Executive Summary Report:
The Consultant will prepare executive summaries describing recommendations and a supporting document describing the process, meeting attendance, and stakeholder interviews.
11. Task 10: Presentations:
Minimum Five (5). At least one of the five presentations shall include an informal, interactive session.
12. Task 11: Integration of the New Ordinance into User-Friendly Formats:
The consultant will work with City staff as well as its information technology vendors to make the newly written ordinance accessible and interactive with the public.
13. Task 12: Staff Training:
The Consultant shall provide resources to assist City staff with implementation of the new code through a 'start-up' period not to exceed three (3) months.
14. Task 13: Legal Review:
Provide a legal opinion on the enforceability of the zoning ordinance.
15. Task 14: Deliverables:

Digital copy of all documents, including 15 copies of the final report and zoning ordinance which includes the amended maps.

EXHIBIT B

COST PROPOSAL

This section of the Proposal should contain all pricing information related to performing consultant services as described in this Request for Proposal (RFP).

If it should become necessary for the City of Stonecrest to request the Consultant to perform additional work as a result of the specific recommendations during this engagement, then such additional work shall be performed only upon mutual agreement between the City and the Firm. Any such additional work agreed to between the City of Stonecrest and the firm shall be performed utilizing the rates set forth below.

Hourly rates include all required equipment, tools, machines, software, and out-of-pocket expenses as defined in the Scope of Services. Expenses are considered job overhead costs and are not billable.

HOURLY BILLING RATE

Consultant Services	\$ \$130 - \$245	Per Hour
TASK'S: Total cost for each task to be performed by Consultant		
Task 1: Diagnosis of existing Code of Ordinance and Overlay Districts	20,170	\$
Task 2: Review of the Development Regulations	\$ 8,600	
Task 3: Review of the Overlay Districts	\$ 8,600	
Task 4: Zoning Map	\$ 8,600	
Task 5: Review of the Fee Structure	\$ 8,600	
Task 6: Community Engagement/Public Outreach	\$ 17,700	
Task 7: Evaluation of Existing Neighborhoods, Corridors and Districts	2,890	\$
Task 8: Drafting the Document	\$ 12,350	
Task 9: Executive Summary Report	\$ 10,925	
Task 10: Presentations	\$ 7,200	
Task 11: Integration of the New Ordinance into User-Friendly Formats	4,950	\$
Task 12: Staff Training	\$ 8,600	
Task 13: Legal Review	\$ 3,620	
Task 14: Deliverables	\$ 25,300	
TOTAL COST:	\$ 148,105	

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Consultant shall provide minimum insurance coverage and limits as per the following: The Consultant shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Consultant must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

INSURANCE REQUIREMENTS:

The successful Consultant or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Service Providers.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Service Provider does not own vehicles, the Service Provider shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9, as amended. Any Service Provider performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

EXHIBIT D

DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

EXHIBIT E
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).