

October 16, 2024

Ms. Gia Scruggs
City Manager
The City of Stonecrest, Georgia
3120 Stonecrest Blvd. Suite 190
Stonecrest, GA 30038

Dear Ms. Scruggs:

This letter, together with the enclosed General Business Terms (collectively, this "Agreement"), sets forth the terms and conditions on which Frazier & Deeter, LLC ("FD" or "we") will perform certain professional services for The City of Stonecrest, Georgia ("The City"). Subject to the provisions of this Agreement, FD will provide The City with the Services (described below), which may be modified from time to time by the mutual written agreement of the parties hereto. The Services are advisory in nature. FD will perform the Services in accordance with applicable standards established by the American Institute of Certified Public Accountants ("AICPA").

Scope

FD will provide The City's management with outsourced accounting and consulting services during 2024 ("Services"). These Services may include:

- Budget preparation services
- Technical accounting consulting services
- Financial planning and analysis services
- General accounting services
- Accounting system (Tyler Technologies) consulting services
- External audit support services

With respect to determining the scope of the Services, management of The City acknowledges that it is solely responsible for the sufficiency of the scope of the Services and for the sufficiency of the documentation and testing and evaluation of The City's controls and processes. Accordingly, FD makes no representations or warranties regarding the sufficiency of the scope of Services for the purposes for which this assistance was requested or for any other purpose. The City will designate one or more management-level individuals to oversee the Services being provided. Throughout performance of the Services, as well as upon completion of the Services, FD will meet with The City's management to discuss FD's findings resulting from the Services.

Management of The City is responsible for (a) establishing and maintaining effective internal controls, including monitoring ongoing activities, (b) ensuring the adequacy of its internal control documentation and the maintenance thereof, and (c) identifying all laws and regulations applicable to The City's activities and ensuring The City's compliance therewith.

Time and Fee Estimate

2024-2025 services are delivered according to the timing and scope approved by The City's management. FD will progress bill The City fees monthly. Payment shall be made by The City in accordance with the "Payment and Interest" provision set forth in paragraph 2 of the General Business Terms.

Hourly rates related to our Services are detailed below. FD will bill The City for the actual cost of expenses incurred that are ordinary and necessary for engagement performance (i.e., reasonable meal expenses, travel,

Ms. Gia Scruggs
City Manager
October 16, 2024
Page 2

and/or preferred-rate lodging). Any calculation of travel and subsistence reimbursements by The City will be in accordance with the rates established for state employees in the State Travel Policy, a copy of which is currently online at: <https://sao.georgia.gov/travel/state-travel-policy>

Service	Hourly Rate
Budget preparation services, General accounting services, External audit support service, & Financial planning and analysis services	\$150/hour
Technical accounting consulting services & Accounting system (Tyler Technologies) consulting services	\$175/hour

Our engagement shall commence upon receipt of this executed Agreement. Our services will conclude after one of the following events has occurred:

- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

Any additional services beyond the scope of this Agreement will not be rendered unless confirmed in writing as an addendum of this agreement.

Summary

FD appreciates the opportunity to serve The City. This letter, together with the General Business Terms attached hereto, constitute the entire agreement between The City and FD. If this Agreement accurately reflects the terms on which The City has agreed to engage FD, please sign the enclosed copy on behalf of The City and return to the address provided above.

Sincerely,

Jason Sammons, CPA
Partner
Frazier & Deeter, LLC

* * * * *

Agreed and accepted by The City of Stonecrest, Georgia:

Gia Scruggs, City Manager

Date

General Business Terms

1. Services. It is understood and agreed that Frazier & Deeter's (as defined in paragraph 11) services (the "Services") under this Agreement to which these terms are attached (also sometimes referred to herein as the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client (defined below). For purposes of these terms, the "Client" shall mean The City of Stonecrest, Georgia. Client represents and warrants that it has the power and authority to execute this Agreement on behalf of, and to bind, itself and its offices and divisions.

2. Payment and Interest. Frazier & Deeter's invoices are due upon presentation. Invoices upon which payment of any undisputed amounts is not received within thirty (30) days of the invoice date shall accrue a late charge of 1% per month, compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Frazier & Deeter shall have the right to halt or terminate the Services entirely if payment of any undisputed amounts is not received within thirty (30) days of the invoice date.

3. Term. Unless terminated sooner in accordance with its terms, this Agreement shall terminate on the completion of the Services. This Agreement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the thirty (30) day notice period. Frazier & Deeter may terminate this Agreement upon written notice to the Client not less than thirty (30) days before the effective date of termination if it determines that (a) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Frazier & Deeter's performance of any part of this Agreement illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that Frazier & Deeter's performance of any part of this Agreement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of this Agreement, the Client will compensate Frazier & Deeter under the terms of the Engagement Letter for the Services satisfactorily performed and reasonable expenses incurred through the effective date of termination; if amounts Client has already paid Frazier & Deeter exceed that proportion, then Frazier & Deeter shall promptly provide Client a proportionate refund; likewise Frazier & Deeter shall act in good faith to reasonably facilitate a transition to a different provider.

4. Deliverables.

a. Frazier & Deeter has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Frazier & Deeter Technology").

b. Except as provided below, upon full and final payment to Frazier & Deeter hereunder, the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of the Client. To the extent that any Frazier & Deeter Technology is contained in any of the

Deliverables, Frazier & Deeter hereby grants the Client, upon full and final payment to Frazier & Deeter hereunder, a royalty- free, fully paid-up, worldwide, nonexclusive license to use such Frazier & Deeter Technology solely in connection with the Deliverables.

c. To the extent that Frazier & Deeter utilizes any of its property (including, without limitation, the Frazier & Deeter Technology or any hardware or software of Frazier & Deeter) in connection with the performance of the Services, such property shall remain the property of Frazier & Deeter and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that:

- i. Frazier & Deeter shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Frazier & Deeter Technology, including that created in connection with the Services, and
- ii. Frazier & Deeter may employ, modify, disclose, and otherwise exploit (without restriction or obligation to account to The City) the Frazier & Deeter Technology (including, without limitation, providing services or creating programming or materials for other clients). Frazier & Deeter does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Frazier & Deeter in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables.

5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. FRAZIER & DEETER WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH REASONABLE PROFESSIONAL CARE. FRAZIER & DEETER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR FRAZIER & DEETER, UPON RECEIPT OF WRITTEN NOTICE, TO USE REASONABLE EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY CURE IN A REASONABLE PERIOD OF TIME, TO PAY THE CITY THE PROFESSIONAL FEES PAID TO FRAZIER & DEETER HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

6. Limitation on Damages and Liability.

Frazier & Deeter, LLC (along with its current and former affiliates, members, partners, principals, employees, accountants, agents, representatives, successors, and assigns) shall not be liable to The City (and/or its current and former affiliates, members, partners, principals, directors, officers, employees, accountants, agents, representatives, successors, and assigns) for any punitive, consequential, indirect, or lost profit arising from services provided under this engagement letter, except to the extent finally determined by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct, or fraudulent behavior of Frazier & Deeter, LLC related to such services.

7. Client Responsibilities. The Client shall cooperate with Frazier & Deeter in the performance by Frazier & Deeter of the Services, including, without limitation, providing Frazier & Deeter with reasonable facilities and timely access to data, information, and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and

information provided by/through Client to Frazier & Deeter for purposes of the performance by Frazier & Deeter of the Services. The Client acknowledges and agrees that Frazier & Deeter's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Frazier & Deeter shall be entitled to rely on all decisions and approvals of the Client. The Client shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating a competent management member to oversee the Services; (c) evaluating the adequacy and results of the Services; (d) accepting responsibility for the results of the Services; and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

8. Force Majeure. Except for the payment of money, neither party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority. During a period regarding which Frazier & Deeter, LLC has invoked this paragraph to suspend its duties hereunder, Client's duties to pay for those non-performed duties shall likewise be suspended.

9. Independent Contractor. It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

10. Confidentiality.

a. Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or its affiliates. For purposes of this Agreement, "Trade Secrets" mean information, without regard to form, which (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; "Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is Frazier & Deeter or Client; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such party is Frazier & Deeter or Client.

b. Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party (other than employees, agents or subcontractors performing any services hereunder or a party's outside attorneys, accountants or consultants who are also under an obligation of confidence no less restrictive than the obligations set forth herein), or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. With regard to the Trade Secrets, the obligations in this paragraph shall continue for so long as such information constitutes a

trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section shall continue for the longer of the term of this Agreement, or for a period of five (5) years thereafter. The foregoing obligations shall not apply if and to the extent that (a) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner, as evidenced by documents in the possession of Recipient prepared or received prior to disclosure of such information, (b) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential, (c) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of this Agreement, (d) the Recipient establishes that the information was independently developed without reference to the Proprietary Information, (e) the Recipient obtains the prior written approval of Owner to disclose the information, or (f) the information is required to be disclosed by law, regulation, judicial process or order of a governmental authority (provided the Recipient, to the extent legally permissible, gives the Owner prompt written notice of such requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section). Except as otherwise set forth to the contrary herein, Recipient agrees that the Proprietary Information of the Owner, is at all times the property of the Owner and will, upon termination or expiration of the Agreement, be immediately returned to Owner on the form of media specified by the Owner together with any and all copies thereof; this duty to return is subject to any legal duty upon Recipient to maintain a copy, in which case Recipient may retain such copy but with proper confidentiality protections.

11. Survival and Interpretation. All paragraphs herein relating to payment of invoices, deliverables, limitation on warranties, limitation on damages confidentiality and internal use, survival and interpretation, assignment, non-exclusivity, and governing law shall survive the expiration or termination of this Agreement. For purposes of these terms, "Frazier & Deeter" shall mean Frazier & Deeter LLC. The Client acknowledges and agrees that no affiliated or related entity of Frazier & Deeter, whether or not acting as a subcontractor, or such entity's personnel shall have any liability hereunder to the Client and the Client will only bring any action against any such affiliated or related entity or such entity's personnel in connection with this Agreement against Frazier & Deeter. Without limiting the foregoing, affiliated and related entities of each party are intended third-party beneficiaries of these terms, including, without limitation, the limitation on liability provisions of paragraph 6, and the agreements and undertakings of each party contained in the Engagement Letter. Any affiliated or related entity of Frazier & Deeter may in its own right enforce such terms, agreements, and undertakings.

12. Assignment and Subcontracting. Except as provided below, neither party may assign, transfer, or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims) without the prior written consent of the other party, except the rights and obligations of either party may be assigned to another entity in connection with a reorganization, merger, consolidation, acquisition, divestiture, or other restructuring. The Client hereby consents to Frazier & Deeter assigning or subcontracting any of Frazier & Deeter's rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States, or (b) any entity that acquires all or a substantial part of the assets or business of Frazier & Deeter.

13. Nonsolicitation. During the term of this Agreement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of this Agreement with personnel of the other party shall not, without the other party's consent, directly or indirectly, employ, solicit, engage, or retain the services of such personnel of the other party.

This paragraph shall not restrict the right of either party to solicit or recruit generally in the media. Additionally, this paragraph shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, broadcast, Internet, or employment agencies).

14. Entire Agreement, Amendment, and Notices. These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by written agreement signed by the parties. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Letter, these terms shall govern and control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses first set forth above, unless changed by either party by notice to the other party, and (c) effective upon receipt.

15. Governing Law, Jurisdiction and Venue, and Severability. These terms, the Engagement Letter, including exhibits, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Georgia (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement, or the Services provided or to be provided hereunder) shall be brought and maintained exclusively in any state or federal court of the United States. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

16. Other Terms of FD's Engagement.

(A) Termination Due to Unavailability of Funds.

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

(B) Termination for Convenience.

The contract may be terminated by The City in whole or in part at any time, for its convenience. If the contract is terminated before performance is completed, FD will be paid only for that work satisfactorily performed for which costs can be substantiated. All issued reports will become the property of The City and will be turned over promptly by FD.

(C) Equal Opportunity.

FD certifies that it does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age or physical handicap.

(D) Open Records Act.

The disclosure of information related to this Agreement shall be governed by The Georgia Open Records Act, § 50-18-70, et seq.

(E) No Indemnity or Defense.

The City is not permitted under Georgia law to indemnify, defend, or pay attorneys' fees on behalf of FD.

Ms. Gia Scruggs
City Manager
October 16, 2024
Page 8

(F) Georgia Security and Immigration Compliance Act Affidavit

FD verifies its compliance with O.C.G.A. § 13-10-91, 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 established in O.C.G.A. § 13-10-91.

FD 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).

(G) Drug-Free Workplace

FD certifies that the provisions of Code Sections 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.