



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor *Awet Eyasu*
Yterenickia Bell *Laura Hopkins*
Jamie Carroll *Susan Hood*
Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, September 26, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

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

4. **PRESENTATION/ ADMINISTRATIVE BUSINESS**

5. **OLD BUSINESS**

- A. To discuss a resolution authorizing a Settlement Agreement with PivotPath, LLC.
- B. To discuss a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc.

6. **NEW BUSINESS**

- A. To discuss adopting a resolution to declare property surplus for the Clarkston Police Department.
- B. To discuss issuing a Request for Proposal for a search firm to hire a new City Manager.

7. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, September 26, 2023. The public may participate in the meeting in-person or by using the following information below:

<https://us02web.zoom.us/j/81050978392?pwd=TkRUc1FDcUJQMnprdHpSMXBGWS9Edz09>

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)

Meeting ID: 810 5097 8392

Find your local number: <https://us02web.zoom.us/j/kciscgXHFrh>

CITY OF CLARKSTON

ITEM NO: 5A

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: September 26, 2023

SUBJECT: Review/Discuss a resolution authorizing a Settlement Agreement with PivotPath, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss a resolution authorizing a Settlement Agreement with PivotPath, LLC.

NEED/ IMPACT: To authorize a Settlement Agreement and Full and Final Release of all Claims with PivotPath, LLC. The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute the agreement.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT WITH PIVOTPATH, LLC.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign the Settlement Agreement with PivotPath, LLC for full and final release of all claims with PivotPath, LLC. The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute the agreement. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of all Claims (“Agreement”) is between the City of Clarkston, Georgia (the “CITY”) and PivotPath, LLC (“PIVOT” and together with the CITY, the “Parties”).

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Clarkston that the former City Manager directed PIVOT to proceed with certain communications services pursuant to a purported contract between PIVOT and the CITY; and

WHEREAS, the purported contract between the CITY and PIVOT was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the purported contract between the CITY and PIVOT was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the purported contract between the CITY and PIVOT was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, nonetheless, PIVOT has already performed certain services for the CITY; and

WHEREAS, a purported contract that has not been subjected to the CITY’s legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be

enforced against the CITY; and

WHEREAS, pursuant to Resolution No. 2023-034, the CITY disavowed the purported contract between the CITY and PIVOT; and

WHEREAS, pursuant to Resolution No. 2023-034, the City Attorney contacted PIVOT to make it aware of the purported contract's disavowal and to negotiate a reasonable settlement to compensate PIVOT for its services previously delivered to the CITY; and

WHEREAS, the CITY and PIVOT (collectively, "the Parties") have agreed to a resolution of any and all claims by PIVOT related to the purported contract and/or services provided thereto that it has, had, or may have had against the CITY.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the terms of this Agreement, the Parties agree to the following:

I. Release of Claims.

In return for the good and valuable consideration described in this Agreement, PIVOT, on behalf of itself, its agents, attorneys, successors and assigns, hereby releases, waives, and forever gives up any and all actions, causes of action, demands, claims, potential claims, rights, damages, and claims for damages and/or other monetary and non-monetary recovery (including, but not limited to, compensatory damages, punitive damages, attorneys' fees, sanctions, medical and other expenses, declaratory relief, injunctive relief, mandamus and other extraordinary remedies), of

whatsoever kind and nature that he has, may have, or claims to have, against the CITY, together with its offices, agencies, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, officers, elected or appointed officials, in their official and individual capacities, agents, representatives, employees, servants, volunteers, successors, assigns, partners, attorneys, insurers, and any other affiliated entities, without limitation, and each of their successors, assigns, directors, officers, partners, agents, and employees (collectively, the “City Releasees”).

The claims and potential claims waived and released by PIVOT herein include any and all possible claims or damages, whether past, present, or future, that PIVOT had, has, or may have had against the City Releasees, that in any way relate to or arise from the purported contract, including but not limited to any purported agreement arising out of the document attached hereto as Exhibit A. This Agreement shall not be interpreted to waive or release any claims that occur or arise after the date PIVOT executes this Agreement or any claims or rights that cannot, by law, be waived or released.

II. Affirmations and Covenant Not to Sue.

PIVOT affirms that it currently has no lawsuits, charges or other legal claims pending against the CITY. PIVOT agrees that it will not assert, pursue, or attempt to assert or pursue any lawsuit or claim that it has released and waived in paragraph I above, and will not authorize anyone else to do so on its behalf. However, nothing

contained in this Agreement shall be construed to prevent PIVOT or the CITY from bringing suit to enforce the terms of this Agreement.

III. Payment.

The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute this Agreement.

IV. Capacity and Authority to Execute.

The Parties represent and warrant that they are legally viable and competent to enter into this Agreement, are relying on independent judgment and the advice of legal counsel, if they so choose, and have not been unduly influenced, pressured, or coerced to any extent whatsoever in making this Agreement. In addition, the undersigned represent that when signing on behalf of a corporate entity, they have full authority to execute this Agreement in the capacities noted so as to bind each such party to this Agreement.

V. No Admission.

The Parties agree, acknowledge and represent that this Agreement is not intended by either Party to be construed as an admission by either Party of any liability or violation of any federal, state and/or local law, statute, ordinance, regulation, or legal or moral duty of any nature whatsoever. The Parties have entered into this Agreement for the purpose of maintaining an amicable and cooperative

relationship. The Parties agree that this Agreement shall not constitute or be asserted by either Party to this Agreement to constitute evidence of the existence, non-existence, validity, or invalidity of any right, claim, obligation, liability, or wrongdoing, except as expressly provided for herein and then only for purposes of the enforcement of (or defense against) claims made under or pursuant to the terms of this Agreement.

VI. No Assignment of Claims and Warranty.

PIVOT on behalf of itself and its representatives, agents, estate, heirs, executors, administrators, successors, and assigns, hereby expressly warrants and represents that it is the owner of all claims released by PIVOT herein, that it has not assigned or transferred or purported to have assigned or transferred (whether expressly, impliedly, voluntarily, or by operation of law or otherwise) any of the claims released by PIVOT herein or any portion thereof.

VII. Governing Law.

This Agreement shall be construed, interpreted and enforced, both as to substance and remedies, in accordance the laws of the State of Georgia. PIVOT irrevocably consents to the personal jurisdiction of the courts of the State of Georgia and to the personal jurisdiction of the State and/or Superior Court of DeKalb County, Georgia, for all purposes related to this Agreement. Further, PIVOT irrevocably consents to venue in the State and/or Superior Court of DeKalb County, Georgia.

The Parties hereby waive any objections to jurisdiction and venue as set forth herein, including, but not limited to, any forum non conveniens objections.

VIII. Severability.

This Agreement is severable. If a Court of competent jurisdiction determines that any portion of this Agreement is unenforceable for any reason, that determination will not affect the enforceability of any other paragraph or provision of this Agreement.

IX. Cooperative Drafting.

The Parties have cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter, and the Parties waive any common law or statutory provision that would construe an ambiguous term against the other party as the drafter of this Agreement.

X. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI. Entire Understanding.

The Parties understand and agree that this Agreement constitutes the entire understanding between PIVOT and the CITY concerning the subject matter covered

herein, and supersedes any and all verbal or written discussions, proposals, and/or offers of compromise or settlement regarding this matter. This Agreement cannot be changed except in a writing signed by PIVOT and the CITY.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the Agreement to be executed as of the day and year first written above.

CITY OF CLARKSTON, GEORGIA

Mayor Beverly H. Burks

Date: _____

Attest:

Tomika Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

PIVOTPATH, LLC

Date: _____

By: Elizabeth Oke
Its: Manager

Sworn to and subscribed before
me this ____ day of _____, 2023.

Notary Public
My Commission Expires:

CITY OF CLARKSTON

ITEM NO: 5B

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: September 26, 2023

SUBJECT: Review/Discuss a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc. (HRD).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc.

NEED/ IMPACT: To authorize a Settlement Agreement and Full and Final Release of all Claims with Human Resources Dimensions, Inc. The City will issue payment in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check to HRD within ten (10) days of both parties formally approving and executing the agreement.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT WITH HUMAN RESOURCES DIMENSIONS, INC.

* * * * *

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

Section 1. That the City Council authorizes the Mayor to sign the Settlement Agreement with Human Resources Dimensions, Inc. for full and final release of all claims with Human Resources Dimensions, Inc. The City will make payment to Human Resources Dimensions, Inc. in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check within ten (10) days of both parties formally approving and executing the agreement. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of all Claims (“Agreement”) is between the City of Clarkston, Georgia (the “CITY”) and Human Resources Dimensions, Inc. (“HRD” and together with the CITY, the “Parties”).

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Clarkston that the former City Manager directed HRD to proceed with certain human resources consulting services pursuant to a purported contract between HRD and the CITY; and

WHEREAS, the purported contract between the CITY and HRD was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the purported contract between the CITY and HRD was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the purported contract between the CITY and HRD was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, nonetheless, HRD has already performed certain services for the CITY and the CITY has received work product from HRD; and

WHEREAS, a purported contract that has not been subjected to the CITY’s legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be

enforced against the CITY; and

WHEREAS, pursuant to Resolution No. 2023-033, the CITY disavowed the purported contract between the CITY and HRD; and

WHEREAS, pursuant to Resolution No. 2023-033, the City Attorney contacted HRD to make it aware of the purported contract's disavowal and to negotiate a reasonable settlement to compensate HRD for its work product previously delivered to the CITY; and

WHEREAS, the CITY and HRD (collectively, "the Parties") have agreed to a resolution of any and all claims by HRD related to the purported contract and/or work product related thereto that it has, had, or may have had against the CITY.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the terms of this Agreement, the Parties agree to the following:

I. Release of Claims.

In return for the good and valuable consideration described in this Agreement, HRD, on behalf of itself, its agents, attorneys, successors and assigns, hereby releases, waives, and forever gives up any and all actions, causes of action, demands, claims, potential claims, rights, damages, and claims for damages and/or other monetary and non-monetary recovery (including, but not limited to, compensatory damages, punitive damages, attorneys' fees, sanctions, medical and other expenses, declaratory relief, injunctive relief, mandamus and other extraordinary remedies), of

whatsoever kind and nature that he has, may have, or claims to have, against the CITY, together with its offices, agencies, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, officers, elected or appointed officials, in their official and individual capacities, agents, representatives, employees, servants, volunteers, successors, assigns, partners, attorneys, insurers, and any other affiliated entities, without limitation, and each of their successors, assigns, directors, officers, partners, agents, and employees (collectively, the “City Releasees”).

The claims and potential claims waived and released by HRD herein include any and all possible claims or damages, whether past, present, or future, that HRD had, has, or may have had against the City Releasees, that in any way relate to or arise from the purported contract, including but not limited to any purported agreement arising out of the document attached hereto as Exhibit A. This Agreement shall not be interpreted to waive or release any claims that occur or arise after the date HRD executes this Agreement or any claims or rights that cannot, by law, be waived or released.

II. Affirmations and Covenant Not to Sue.

HRD affirms that it currently has no lawsuits, charges or other legal claims pending against the CITY. HRD agrees that it will not assert, pursue, or attempt to assert or pursue any lawsuit or claim that it has released and waived in paragraph I above, and will not authorize anyone else to do so on its behalf. However, nothing

contained in this Agreement shall be construed to prevent HRD or the CITY from bringing suit to enforce the terms of this Agreement.

III. Payment.

The City will issue payment in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check to HRD within ten (10) days of both parties formally approving and executing this Agreement.

IV. Capacity and Authority to Execute.

The Parties represent and warrant that they are legally viable and competent to enter into this Agreement, are relying on independent judgment and the advice of legal counsel, if they so choose, and have not been unduly influenced, pressured, or coerced to any extent whatsoever in making this Agreement. In addition, the undersigned represent that when signing on behalf of a corporate entity, they have full authority to execute this Agreement in the capacities noted so as to bind each such party to this Agreement.

V. No Admission.

The Parties agree, acknowledge and represent that this Agreement is not intended by either Party to be construed as an admission by either Party of any liability or violation of any federal, state and/or local law, statute, ordinance, regulation, or legal or moral duty of any nature whatsoever. The Parties have entered into this Agreement for the purpose of maintaining an amicable and cooperative

relationship. The Parties agree that this Agreement shall not constitute or be asserted by either Party to this Agreement to constitute evidence of the existence, non-existence, validity, or invalidity of any right, claim, obligation, liability, or wrongdoing, except as expressly provided for herein and then only for purposes of the enforcement of (or defense against) claims made under or pursuant to the terms of this Agreement.

VI. No Assignment of Claims and Warranty.

HRD on behalf of itself and its representatives, agents, estate, heirs, executors, administrators, successors, and assigns, hereby expressly warrants and represents that it is the owner of all claims released by HRD herein, that it has not assigned or transferred or purported to have assigned or transferred (whether expressly, impliedly, voluntarily, or by operation of law or otherwise) any of the claims released by HRD herein or any portion thereof.

VII. Governing Law.

This Agreement shall be construed, interpreted and enforced, both as to substance and remedies, in accordance the laws of the State of Georgia. HRD irrevocably consents to the personal jurisdiction of the courts of the State of Georgia and to the personal jurisdiction of the State and/or Superior Court of DeKalb County, Georgia, for all purposes related to this Agreement. Further, HRD irrevocably consents to venue in the State and/or Superior Court of DeKalb County, Georgia.

The Parties hereby waive any objections to jurisdiction and venue as set forth herein, including, but not limited to, any forum non conveniens objections.

VIII. Severability.

This Agreement is severable. If a Court of competent jurisdiction determines that any portion of this Agreement is unenforceable for any reason, that determination will not affect the enforceability of any other paragraph or provision of this Agreement.

IX. Cooperative Drafting.

The Parties have cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter, and the Parties waive any common law or statutory provision that would construe an ambiguous term against the other party as the drafter of this Agreement.

X. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI. Entire Understanding.

The Parties understand and agree that this Agreement constitutes the entire understanding between HRD and the CITY concerning the subject matter covered

herein, and supersedes any and all verbal or written discussions, proposals, and/or offers of compromise or settlement regarding this matter. This Agreement cannot be changed except in a writing signed by HRD and the CITY.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the Agreement to be executed as of the day and year first written above.

CITY OF CLARKSTON, GEORGIA

Mayor Beverly H. Burks

Date: _____

Attest:

Tomika Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

HUMAN RESOURCES DIMENSIONS, INC.

By: James David Dyak
Its: CEO

Date: _____

Sworn to and subscribed before
me this ____ day of _____, 2023.

Notary Public
My Commission Expires:

CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discuss

MEETING DATE: September 26, 2023

SUBJECT: To discuss adopting a Resolution to Declare Property Surplus for City of Clarkston

DEPARTMENT: Police

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: To consider declaration of old and obsolete equipment as Surplus Property that can be sold and disposed of in compliance with O.C.G.A. 36-37-6(a).

NEED/ IMPACT: The City of Clarkston Police Department requests that the following vehicles be declared as obsolete and surplus equipment to be auctioned for sale:

2017 Dodge Charger
VIN# 2C3CDXAT8HH535642
Mileage: 78,012

This vehicle was acquired in February 2017 has been in service for almost 8 years and has mileage of 78,012 and has major mechanical issues that are not worth repair costs.

RECOMMENDATIONS:

Staff recommends that the Council vote to declare the above mentioned vehicle as surplus property.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA
DECLARING PROPERTY SURPLUS FOR THE CITY OF CLARKSTON

* * * * *

WHEREAS, the below described Police vehicle is no longer necessary, useful or suitable for municipal purposes for the City of Clarkston:

2017 Dodge Charger VIN#2C3CDXAT8HH535642

NOW, THEREFORE BE IT RESOLVED that the above mentioned vehicle be declared surplus property and the City Manager is hereby directed to sell said surplus equipment via public sale in compliance with O.C.G.A. 36-37-6(a).

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

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

Attest:

Tomika R. Mitchell, City Clerk

Approved as to Form:

Stephen Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: September 26, 2023

SUBJECT: Review/Discuss issuing an RFP for a search firm to hire a new City Manager.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Councilmember Jamie Carroll
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss issuing an RFP for a search firm to hire a new City Manager.

NEED/ IMPACT: To have a firm conduct a search for the City to hire a new City Manager.

RECOMMENDATION: N/A