



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 13, 2016

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr
James Ham
Jim McClain
Richard A. Winters

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

- 1. Life Saving Award to Officer Buck Aldridge -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

- 1. ZONING TEXT AMENDMENT - Special Use Sawmill in C-2 -

City of Kingsland requests an amendment to the uses allowed in the C-2 (General Commercial District) zone to add portable sawmills and other woodworking activities with restrictions as a special use. Mr. Kessler read the proposed amendment. Stipulations for the use are designed to restrict it to small operations. Planning Commission Recommends Approval.

2. APPLICATION FOR SPECIAL USE – Doug Roberts -

Doug Roberts is requesting a special use permit for tax parcel 107 013A (behind Amelia Healthcare) to operate a portable sawmill and drying kiln for wood and other woodworking/processing tools and equipment. Zoning is C-2. Planning Commission Recommends Approval.

VIII. PLANNING AND ZONING

1. APPLICATION FOR HOME OCCUPATION – Christopher Allen Larkin Hill -

Christopher Allen Larkin Hill, 615 Royal Ave is requesting a Home Occupation Permit for “Larkins Home solutions”. Zoning is R-1. Business is home remodeling and inspection. Applicant was reminded that he was responsible for hauling away debris from his projects. There will be no customers coming to the residence. A neighbor complained about boxes around the house. Mr. Hill stated he was just married and merging goods was taking longer than expected. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OCCUPATION – Shanda Feltman -

Shanda Feltman, 214 Merriwood Cir is requesting a Home Occupation Permit for “Small Town Girl Green Cleaning Services”. Zoning is R-1. Applicant will be doing move in/move out cleaning with all natural products and some chemotherapy patient's cleaning. Planning Commission Recommends Approval.

3. Resolution Accepting Brighton Lakes -

Resolution accepting the streets and infrastructure of Brighton Lakes subdivision - Staff recommends approval.

4. Deed to Brighton Lakes -

Warranty deed transferring rights-of-way for Ashton Lane, Bedford Court, Pennington Way, Lexington Lane, Shelton Place in Brighton Lakes Subdivision. - Staff recommends approval.

5. Approval Of: Resolution 2016-14 - Street Renaming - Kenneth Gay Dr to Boone St -

Staff recommends approval.

IX. NEW BUSINESS

1. Mayor and Council Appointment: Mr. Craig Root, Coastal Regional Commission -

2. DDA By-Law Update -

New addition to DDA By-Laws: Section 8. Member Removal All members of the Board of Directors must be present and volunteer at events presented by the Program throughout the year. A member who is absent from three consecutive regular meetings shall be subject to removal. Pursuant to written notice of the charge, notice of the time, date, and location of the hearing, and a full opportunity to present evidence which may excuse the conduct of the member and which may otherwise justify his or her action, a member may be removed from office by a majority vote. Reviewed and approved by City Attorney. DDA Board recommends approval.

3. Approval Of: Statewide Mutual Aid Agreement 2016 -

Staff recommends approval.

4. Approval Of: GMA HR Express Service Agreement -

Through an arrangement with the Atlanta law firm of Elarbee Thompson, GMA offers access to experts in city-related human resources law and compliance. They will share expert advice and guidance through three regular formats, Monthly Webinars, Quarterly E-newsletter, and Annual HR Seminar. The city will be reimbursed for 50% of the annual membership cost through the LGRMS Grant. The goal is the help administrative staff, supervisors, and department heads stay informed of and compliant with HR laws and regulations. Staff recommends approval.

5. Approval Of: CastleBranch Service Agreement -

GMA no longer endorses LaborChex background check service due to their rate increase. Staff recommends approval of the CastleBranch background check service. Cost comparison is attached. Staff recommends approval.

6. Cancellation of City Council Meeting June 27, 2016 Due to GMA in Savannah -

7. Approval Of: Merger of Betterment Committee into the Downtown Development Authority (DDA) -

X. EXECUTIVE SESSION

1. Litigation - Real Estate -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

ORDINANCE # 2016-xx

**AN ORDINANCE TO AMEND SECTION 61.2.4 OF ORDINANCE # 2002-08 TITLED
“THE KINGSLAND ZONING AND LAND DEVELOPMENT ORDINANCE”**

WHEREAS, the Mayor and City Council desire to foster small industrial operations; and

WHEREAS, small-scale industrial operations sometimes fit well within commercial districts

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF KINGSLAND**, as follows:

Ordinance No. 2002-08, *Kingsland Zoning and Land Development Ordinance*, adopted August 12, 2002, and amended from time to time, is hereby further amended by adding a special use category Section 61.2.4 reading “5. Limited woodworking operations including portable sawmills up to twenty-seven feet long, kilns, lathes, planers and similar tools limited to no more than five employees and daylight weekday operations and provided there is no permanent storage of waste products and no surrounding properties are residentially zoned.”

Passed and Adopted this the 25th day of APRIL, 2016.

BY: _____
Kenneth E. Smith, Sr. Mayor

ATTEST: _____
Linda O’Shaughnessy, City Clerk

RESOLUTION #2016-13**ACCEPTING PROPERTY IN BRIGHTON LAKES**

STATE OF GEORGIA

COUNTY OF CAMDEN

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Brighton Lakes Phase One Replat recorded in Plat Drawer 14 Maps 24 and 25 of the Camden County Land Records and the subdivision plat of Brighton Lakes Phase Two recorded in Plat Cabinet 21 Map 59 of the Camden County Public Land Records; and

WHEREAS, all streets and other improvements required under ordinance for the City of Kingsland have been completed to City of Kingsland Standards; and

WHEREAS, the developer of the subdivision has tendered to the City of Kingsland a deed conveying property within the subdivision, which deed is accepted by the City of Kingsland;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Kingsland Georgia, that the deed from Royal Oaks Development Venture, Inc. to the City dated _____, 2016 is hereby accepted by the City of Kingsland.

This _____ day of _____,

CITY OF KINGSLAND GEORGIA

By: _____

Its Mayor

Attest: _____

Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____ and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2016.

Linda O'Shaughnessy

Attachment: RESOLUTION ACCEPTING Brighton Lakes (1660 : Resolution Accepting Brighton Lakes)

Prepared by/ Return to:
Attorney Blair C. Strain
P.O. Box 5070
St. Marys, GA 31558

STATE OF GEORGIA
COUNTY OF CAMDEN

WARRANTY DEED

THIS INDENTURE, made the ____ day of May, year two thousand sixteen between
ROYAL OAKS DEVELOPMENT VENTURE, INC.,
of the first part, hereinafter called "grantor", and
CITY OF KINGSLAND,

a municipal corporation of the State of Georgia
as party or parties of the second part, hereinafter called Grantee (words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WHEREAS, Grantor developed a subdivision within the City limits of Kingsland; and
WHEREAS, There exists of record a recorded plat showing public rights-of-way; and
WHEREAS, Grantor desires to convey the public rights of way to the City of Kingsland; and
WHEREAS, The City of Kingsland is willing to accept ownership of said public rights of way;

WITNESSETH that: Grantors, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all his interest in all that certain land, situate in **Camden County**, State of Georgia, as follows:

The rights-of-ways of Ashton Lane, Bedford Court, Pennington Way Lexington Lane and Shelton Place according to the Replat of Brighton Lakes Phase One recorded in Plat Drawer 14 Maps 24 and 25 of the Camden County Land Records, and the rights of way Pennington Way, Lexington Lane, and Shelton Place according to the plat of Brighton Lakes Phase Two recorded in Plat Cabinet 21 Map 59 of the Camden County Public Land Records.

TO HAVE AND HOLD the said described premises to the Grantee, so that neither Grantors nor any persons claiming under Grantors shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of

**ROYAL OAKS DEVELOPMENT
VENTURE, INC.**

BY: [Signature] {L.S.}
Its:

Witness
[Signature]
Paula H. Lucille
Notary Public, State of
My Commission Expires:

**RESOLUTION NO. 2016 -
CITY OF KINGSLAND, GEORGIA**

A RESOLUTION TO RENAME KENNETH GAY DRIVE

WHEREAS, the City of Kingsland owns the right of way of Kenneth Gay Drive; and

WHEREAS, the City of Kingsland is improving the formerly private street with curb and gutter, the extension of water, sewer and storm drainage, and a fully signalized rail crossing; and

WHEREAS, the City of Kingsland plans to extend the street in the future to connect with Village Drive; and

WHEREAS, the existing name of Kenneth Gay Drive starts as a continuation of Boone Street and ends less than a half mile later; and

WHEREAS, the addressing range along Kenneth Gay Drive is not consistent with the addressing along State Route 40;

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Kingsland that Kenneth Gay Drive is renamed Boone Street effective July 1, 2016 and;

BE IT FURTHER RESOLVED, that the Department of Community Planning and Development is directed to readdress the abutting properties to be consistent with addressing along State Route 40.

BY: _____
Kenneth E. Smith, Sr. Mayor

Attest:

Linda O'Shaugnessy, City Clerk

(City Seal)

Attachment: Kenneth Gay to Boone (1664 : Approval Of: Resolution 2016-14 -Street Renaming - Kenneth Gay Dr to Boone St)

**BYLAWS
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF KINGSLAND**

MISSION

The mission of the Kingsland Downtown Development Authority is to partner with the City of Kingsland and other public and private organizations to foster the historic preservation and economic revitalization of downtown Kingsland's Royal District.

ARTICLE I

MEMBERS

Section 1. Management Powers, Number, Qualification and Term

The property, affairs and business of the Downtown Development Authority of the City of Kingsland shall be managed by its directors consisting of seven persons, appointed from time to time as provided by law (O.C.G.A. § 36-42-1.) The qualifications of the directors shall be as provided by law. Each director shall serve for the length of time provided by law.

Section 2. Powers

The directors shall have such power and authority as is conferred upon them by the Downtown Development Authorities Law, as the same now exists or may hereafter be amended, and such other power and authority as may be contained under the Constitution and the laws of the State of Georgia as the same may now or hereafter exists.

Section 3. Regular Meetings

Regular meetings of the Authority shall be held on the first Monday of each month at 4:30 p.m. Notice of the time and place of such meeting may from time to time be fixed by resolution of the Authority. Notice of such meeting shall be made public and shall be notified at least ten (10) days, but not more than thirty (30) days, prior to the public meeting by placement of notice in the Tribune & Georgian or other local regularly published newspaper. All meetings shall be conducted in accordance with the Georgia Open and Public Meetings Act (O.C.G.A. Chapter 50-14).

Section 4. Special Meetings

Special meetings may be held upon the call of the Chair, Vice Chair, Treasurer, or any two directors at such time during regular business hours and at such place within the City of Kingsland, Georgia, as shall be specified in the notice of such meeting. Notice of special meetings may be either oral or in writing, and shall be given at least twenty-four (24) hours prior to the time of the meeting.

Section 5. Quorum

A majority of the directors, at a meeting duly assembled, shall constitute a quorum for the transaction of business. Unless otherwise specifically required by statute or these by-laws, the act of a majority of such directors present at a meeting at which a quorum is present shall be the act of the Authority, and if at any meeting of the Authority there shall be less than a quorum, a majority of those present may adjourn the meeting without further notice, until a quorum shall have been obtained.

Section 6. Parliamentary Procedures

In case of dispute concerning parliamentary procedures governing the conduct of meetings of the Authority, Roberts Rules of Order shall govern.

Section 7. Nominations of Members

Prior to the expiration of the term of any director of the Authority, the Chairman and the Executive Director shall prepare recommendations for persons qualified to serve as directors to the Authority Board, which, upon Board approval, shall be submitted to the City of Kingsland Mayor and Council.

Section 8. Member Removal

All members of the Board of Directors must be present and volunteer at events presented by the Program throughout the year. A member who is absent from three consecutive regular meetings shall be subject to removal. Pursuant to written notice of the charge, notice of the time, date, and location of the hearing, and a full opportunity to present evidence which may excuse the conduct of the member and which may otherwise justify his or her action, a member may be removed from office by a majority vote.

ARTICLE II

OFFICERS

Section 1. Number

The directors shall elect from their number a Chairman, Vice Chairman, and Treasurer. The directors, if desired, shall also elect a Secretary who may, but need not be, a director.

Section 2. Election.

New officers shall be elected at the Regular Meeting held in April of each year, to serve until April 30th of the following year.

Section 3. Term and Removal

All officers shall be elected by and serve at the discretion of the directors and any officer may be removed from office, with or without cause, at any time, by the affirmative vote of the majority of the directors of the Authority then in office. The officer has the right to answer any charges before the Authority. A vacancy in the term of any director because of death, resignation, removal, disqualification or otherwise, shall be filled by appointment of the City Council of the City of Kingsland for the unexpired portion of the term. Resignation shall be submitted in writing to the Chairman and City Council member appointee.

Section 4. Powers

The powers and duties of the officers shall be as provided by law and as provided from time to time by resolution or other directive of the directors. In the absence of such provisions, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of authorities similar in organization and purposes to this Authority. The Secretary, if not a director, shall attend meetings for the purpose of performing functions of the office but shall not have the powers, rights, or duties reserved by law to directors.

ARTICLE III

EXECUTIVE DIRECTOR

Section 1. Appointment, Term, and Removal

The City Manager of the City of Kingsland shall appoint an Executive Director for the Kingsland Downtown Development Authority. The Executive Director shall serve at the discretion of the directors and/or the City Manager and may be removed from office, with or without cause, at any time, by the affirmative vote of the majority of the Board of Directors and/or the City Manager. The City Manager will apprise the Chairman of the Board of Directors in a timely manner of any negative performance issues. If the Executive Director is pending removal by the City Manager, the City Manager will notify the Chairman of the Board of Directors, as well as the Council appointee to the KDDA Board prior to dismissal. The Executive Director has the right to answer any charges before the Board of Directors and/or the City Manager. A vacancy in the term of the Executive Director because of death, resignation, removal, disqualification or otherwise, shall be filled by appointment of the City Manager based upon applications and interviews with successful applicants. At least two members of the Board of Directors of the Authority must be involved in all interviews of qualified applicants and the City Manager shall give due deference to the input and recommendations of the Board members in the hiring decision. Resignation of the Executive Director of the Authority shall be submitted in writing to the Chairman of the Authority and the City Manager.

Section 2. Power

The Executive Director of the KDDA, shall attend meetings for the purpose of performing the functions of the office but shall not have the powers, rights, or duties reserved by law to directors.

ARTICLE IV

FISCAL YEAR

Section 1. Time

The fiscal year of the Authority shall begin on the first day of October of each year and end on the last day of September of each year.

Section 2. Annual Meeting.

An annual meeting of the Authority shall be held during the regularly scheduled meeting in October of each year. In the event such day is a legal holiday, the annual meeting shall be held on the preceding business day.

Section 3. Annual Audit.

The Treasurer shall cause an annual audit of the books of the Authority to be made by the firm which audits the books of the City of Kingsland and present such audit to the directors of the Authority. A copy of the audit shall be filed with the State Auditor; if necessary to comply with the Local Government Financial Management Standards Act (Georgia Laws, 1980, p. 1738.) and the City of Kingsland Finance Department.

ARTICLE V

DEPOSITORIES

Section 1. Depositories

The Authority shall from time to time provide by resolution or resolutions for the establishment of depositories for funds of the Authority.

Section 2. Execution of Notes, Drafts, and Checks

All drafts, checks, etc. drawn against accounts of the Authority, in the amount of \$500 or less, shall be approved by the Executive Director. All drafts, checks, etc. drawn against accounts of the Authority, in the amount of \$501 or more, shall be signed by the Chairman or Vice Chairman, together with the Treasurer.

ARTICLE VI

ASSETS

The real and personal property of the Kingsland Downtown Development Authority, which is dissolved by operation of law or otherwise, shall become property of any development authority subsequently created by the City of Kingsland pursuant to Downtown Development Authority Law, or in the absence thereof, shall become the property of the City of Kingsland.

ARTICLE VII

AMENDMENTS

Section 1. Amendments

The bylaws of the Authority shall be subject to alteration, amendment or repeal and new by-laws not inconsistent with any laws of the State of Georgia creating this Authority may be made by the affirmative vote of a majority of the directors then holding office at any regular or special meeting of the directors. Proposed amendments shall be submitted in writing to all directors of the Authority ten (10) days prior to the meeting at which such amendment will be considered. If such written proposed amendment is submitted by mail, it shall be deemed to be delivered when deposited in the United States mail properly addressed and with sufficient postage thereon.

ARTICLE VIII

ADOPTION OF BY-LAWS

These by-laws of the Kingsland Downtown Development Authority of the City of Kingsland were adopted by unanimous vote of the Board of Directors on May 2, 2016.

These by-laws of the Kingsland Downtown Development Authority of the City of Kingsland were adopted by vote of the Mayor and Council of the City of Kingsland.

Adopted and approved this _____ day of _____, 2016.

CITY OF KINGSLAND, GEORGIA

Kenneth E. Smith, Sr., Mayor

Charles Grayson Day, Mayor Pro-Tem

Linda O'Shaughnessy, City Clerk

(SEAL)

James Ham, Councilman

Richard Winters, Councilman

Jim McClain, Councilman

Attachment: 2016 06 01 Kingsland Bylaws_Update (1659 : DDA By-Law Update)

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Kingsland

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Kenneth E. Smith, Sr.
Chief Executive Officer – Print Name

County/Municipality: City of Kingsland

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Kingsland (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

<u>Lee H. Spell</u>	<u>City Manager</u>
Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

	Date: ____/____/____
Chief Executive Officer - Signature	

Kenneth E. Smith, Sr.
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for

City of Kingsland (county/municipality) for the purpose of reimbursement sought for mutual aid:

Lee H. Spell City Manager
Print Name Job Title/Position

Signature of Above Individual

Linda E. Morrow Finance Director
Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Kenneth E. Smith, Sr.
Chief Executive Officer – Print Name



Enrollment Information

Thank you for your interest in the Georgia Municipal Association's HR Express Service. Enrolling is easy. Simply complete the below form, sign the following agreement, and return the documents to GMA via email or fax.

Upon receipt of signed agreement and below form, GMA will sign the document and return to the city a copy of the fully executed agreement. At that time, GMA will invoice the city for the annual subscription fee and provide additional information on the service, including instructions for setting-up on your online account.

Instructions for Agreement:

Section 1

- In the blank lines, enter the date in which the city signs the agreement.
- In the blank line, enter city's name.

Section 3

- In paragraph b, if the agreement is being signed prior to July 1, 2016, please enter July 1, 2016 as the date that agreement shall commence. If the agreement is signed after July 1, 2016, please enter the date the agreement is signed by the city.
- In paragraph c, please use the below population-based fee structure for purposes of entering the city's obligation.
- Members of GMA's property and liability insurance program (GIRMA) that are applying to receive a grant from GIRMA's Safety and Liability Management Grant Program to cover one-half of the annual membership fee, should enter the full fee amount listed below for the city's obligation. Note that the city will be responsible for upfront payment of the full fee with the GIRMA grant reimbursing the city upon approval of the grant application.

Cities with less than 1,000 population	\$500
Cities with population between 1,000 – 2,999	\$1,000
Cities with population between 3,000 – 9,999	\$1,500
Cities with population of 10,000 and greater	\$2,000

- For more information on GIRMA's Safety and Liability Management Grant Program, please visit www.gmanet.com/Services/Insurance/Property-Liability-Insurance.aspx.

Signature Page

- Please provide name of the city and signature of an authorized representative. The city clerk or other should attest the authorized signature. The signature page includes a signature line for "approved as to form", if applicable to your city's processes.

The city should designate a primary contact person for the purposes of the HR Express Service. Correspondence from GMA regarding HR Express will be sent to the primary contact, who may in turn share the information with other city officials as appropriate. Please complete the following form with the city's primary contact info:

Primary Contact for HR Express

Name: _____ Title: _____

City: _____ Email: _____

Mailing Address: _____

City: _____ Zip: _____ Phone: _____

Please return the above form and signed agreement to Alanda Singleton at asingleton@gmanet.com or via fax at (678) 686-6374.

For questions or additional information:
 Alan Dickerson
 (678) 686-6213
adickerson@gmanet.com



AGREEMENT BETWEEN
The Georgia Municipal Association, Inc.
and
The City of _____
For Human Resources Express Services

Section 1. Employment of GMA

This Contract is entered into this _____ day of _____, 20____, by and between the Georgia Municipal Association, Inc. (hereinafter referred to as “GMA”) and the City of _____, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as “City”).

WHEREAS, GMA presently offers certain training and policy development services to local government entities by way of a contractual arrangement with Elarbee, Thompson, Sapp & Wilson LLP, which services are designed to help local governments keep abreast of and stay in compliance with numerous Human Resources laws and regulations that impact the City, and;

WHEREAS, the City desires to utilize said services in an effort to stay up-to-date on numerous Human Resources laws and regulations that impact the City.

THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 2. Scope of Services

GMA shall provide the following:

- a) Monthly webinars on human resources topics relevant to Georgia cities with a sample policy or best practices guide provided following the webinar as deemed appropriate by GMA. One webinar will be provided each month from August 2016 through December 2016, and eleven monthly webinars will be provided each calendar year thereafter, with no webinar in the month of December. The City will have access to one link to the live webinars. All webinars will be recorded and made available to the City to view on demand for a period of at least one year.
- b) Quarterly e-newsletters covering human resources topics. The e-newsletter will be distributed electronically on a quarterly basis to the City’s primary contact for the service.
- c) An annual one-day human resources seminar. The annual seminar will take place from mid-morning until mid-afternoon at a location to be determined. Up to five representatives from the City may attend the seminar at no charge beyond the annual membership fee. Additional city representatives may attend the seminar, though they will be assessed a registration fee.

Section 3. Effective Date, Renewal and Termination

- a) Agreements executed during calendar year 2016 shall terminate absolutely and without further obligation on the part of the City on December 31, 2017 and at the close of each succeeding calendar year for which it may be renewed as provided for herein. All future Agreements shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of _____. It shall be automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 14 days advance written notice of such termination to the other party prior to renewal. GMA shall be entitled to payment through the calendar year in which notice of cancellation is received.
- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$_____. The total obligation of the City which will be incurred in each calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year.

Section 4. Limitation of Liability

GMA shall not be liable for any third party claims against the City and the City agrees to hold GMA harmless from any liability for such claims including, but not limited to, attorneys' fees. This agreement shall not be construed to make GMA an agent or employee of the City. The City understands that Elarbee, Thompson, Sapp & Wilson LLP is not an employee or agent of GMA or the City and GMA is not liable in any way for any instruction, advice, training or materials provided by Elarbee, Thompson, Sapp & Wilson LLP. GMA's liability for any claim arising from this agreement shall be limited to the amount paid by the City to GMA for one calendar year of service. GMA shall not be liable for any indirect, consequential or punitive damages.

Section 5. Amendments

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 6. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of

the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 7. Law Applicable

This agreement shall be construed under the laws of the State of Georgia. The parties agree that any action arising from this agreement shall be brought in a court of competent jurisdiction located in Fulton County, Georgia.

Section 8. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy. The City represents and warrants that it will consult with the city attorney or other separately engaged legal counsel before acting on or implementing any policies, practices, or other guidance provided to the city pursuant to this agreement.

Section 9. Severability

In the event that a court of competent jurisdiction holds any provision of this agreement invalid or unenforceable in any circumstances, the remainder of this agreement, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

Section 10. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and it may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the CITY and GMA have executed this agreement as of the date first written above.

ATTEST:

CITY OF _____:

City Clerk

By: _____
Authorized Signatory, Title

APPROVED AS TO FORM:

City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Executive Director



EXHIBIT A

**GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT**

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia under a contract with the city of _____, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<u>69371</u> Federal Work Authorization User Identification Number	<u>November 26, 2007</u> Date of Authorization
---	---

Human Resources Express Services
 Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ 20____, in Atlanta (city), Georgia (state).

 BY: GMA Authorized Officer or Agent

 Date

Lamar Norton, Executive Director
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

 Notary Public

My Commission Expires:



EMPLOYMENT SCREENING

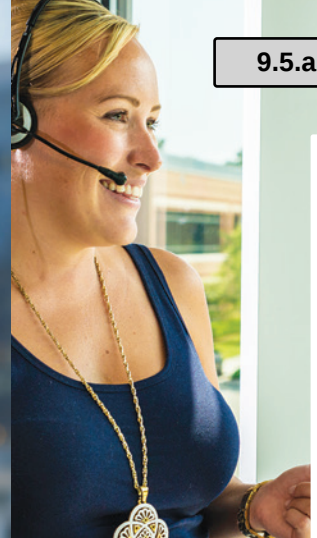
SOLUTIONS

BUILT TO MEET YOUR
BIGGEST CHALLENGES



CastleBranch

The Power to Make Informed Decisions.



MAKE SAFER AND MORE INFORMED HIRING DECISIONS.

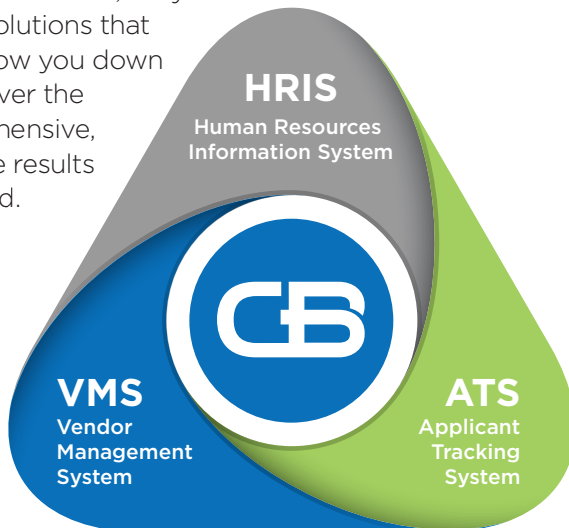
For nearly two decades, CastleBranch, one of the top ten background screening and compliance management companies in the nation, has provided organizations of all sizes with the power to attract and retain a safe workforce.

We offer a full spectrum of background screening and drug testing services for the entire workforce: employees, volunteers, contractors and students.

CastleBranch Integration

The need for increased efficiency is greater than ever. CastleBranch offers numerous integration solutions to fit the unique needs of your organization and to help you better manage your employees.

Our highly trained experts will work with you to customize secure, easy to use solutions that won't slow you down and deliver the comprehensive, accurate results you need.



MORE THAN JUST BACKGROUND CHECKS.

CastleBranch offers a wide variety of **customizable solutions and services** to meet your evolving needs.

- › Nationwide, state, and county criminal records, sex offender and abuse registry searches
- › Verification services—Employment, Education, Professional License, etc.
- › Motor vehicle records
- › Drug testing services
- › Credit reports
- › Skills testing
- › HIPAA and OSHA training
- › Free EEOC and FCRA compliance education materials and webinars



CastleBranch is proud to be an accredited member of the National Association of Professional Background Screeners.

“Less than 5 percent of all background screening companies receive this highly coveted accreditation. It is a reflection of our commitment to clients and a testament to our experience, accountability and high professional standards.”

— Brett Martin, CEO & Founder



9.5.a

Attachment: City of Kingsland Proposal - CastleBranch (1658 : Approval Of: CastleBranch

EMPLOYMENT SCREENING SOLUTIONS

Government laws and regulations are changing, enforcement is becoming more aggressive and unforeseen circumstances are ever present. It is more important than ever to stay abreast of the laws and regulations affecting your organization.

The CastleBranch team of highly trained consultants provides you with an array of customizable solutions to help you make safe and informed hiring decisions, manage your employees and extended workforce, avoid costly litigation and enhance productivity so that you can work smarter, not harder.

SIMPLY. BETTER.

CastleBranch is committed to helping businesses and organizations of all sizes reduce risk and make safe, informed hiring decisions, quickly and easily.

CastleBranch manages the entire screening process, delivering uniform background screening solutions without the administrative burden.

CastleBranch can easily integrate with your ATS provider or provide ATS-like functionality with our system.

Online solutions and billing options are provided and, where applicable, can be structured to defer the entire cost to your vendors, volunteers and extended workforce.

IT'S EASY TO GET STARTED. CALL 888.723.4263 TO SPEAK WITH ONE OF OUR CONSULTANTS.

Administrator Portal



Our Customer Experience Team is available to assist you 8am-8pm EST, Monday - Friday
(888) 723-4263 [Contact Us](#)

Welcome Cm30

Roster ▾ Manage Trackers ▾ Report Center Tools ▾ Document Center ▾ Other Services ▾

Incoming Roster

Search: Search By: Last Name ▾

Show ☒ Added

Roster Actions ▾

All	Complete	Clear / Compliant	Hits	In Process	Added Applicants	Evites		
Issue Evite	Filter	Name	Classification	Date Of Order	Item	Status ?	Alerts	
☐	☒ Incoming ☐ Watch ☐ Hide	John Doe SSN: *** - ** - 1212	Current Employee ▾	02/06/2015	Drug Test			
				02/06/2015	Background Check			
☐	☒ Incoming ☐ Watch ☐ Hide	Jane Doe SSN: *** - ** - 7878	Candidate Eligible ▾	02/06/2015	Drug Test			
				02/06/2015	Background Check			
☐	☒ Incoming ☐ Watch ☐ Hide	John Smith SSN: *** - ** - 4545	Candidate Eligible ▾	02/06/2015	Drug Test			
				02/06/2015	Background Check			

Attachment: City of Kingsland Proposal - CastleBranch (1658 : Approval Of: CastleBranch



QUOTE

City of Kingsland

June 2, 2016

EMPLOYMENT SCREENING SOLUTIONS

Prepared By:
Billy Chestnutt
Account Executive
CastleBranch
888.723.4263, ext. 7521
billyc@castlebranch.com



CastleBranch
The Power to Make Informed Decisions.

phone: 888.723.4263
fax: 910.772.1528
CastleBranch.com



QUOTE

Background Check Package

Georgia Statewide Criminal

Social Security Alert

Residence History Report

Package Price: \$13.50

Itemized Quote

Workers Compensation	N/A
Employment Verifications	\$6.00 (per)
Education Verifications	\$6.00 (per)
Professional License Verification	\$6.00 (per)
Motor Vehicle Records	See table below
Credit Report	\$6.00 (per)

MOTOR VEHICLE RECORDS

AL \$10.50	CO \$9.00	HI \$29.64	KS \$10.00	MA \$15.00	MT \$10.00	NM \$10.50	OK \$20.25	SD \$10.50	VA \$10.00
AK \$17.90	CT \$22.00	ID \$16.00	KY \$12.00	MI \$10.00	NE \$10.00	NY \$10.00	OR \$9.00	TN \$9.00	WA \$17.00
AZ \$10.50	DE \$30.00	IL \$16.67	LA \$13.00	MN \$10.50	NV \$15.00	NC \$14.00	PA \$17.50	TX \$10.00	WV \$16.00
AR \$15.50	FL \$17.00	IN \$14.50	ME \$9.00	MS \$21.00	NH \$20.00	ND \$10.00	RI \$24.50	UT \$16.00	WI \$10.50
CA \$9.00	GA \$15.00	IA \$13.00	MD \$14.00	MO \$9.50	NJ \$14.00	OH \$10.50	SC \$10.00	VT \$22.00	WY \$12.00

Product Descriptions:

PRODUCT	DESCRIPTION
Statewide Criminal Record	A statewide criminal record investigation accesses a state maintained repository of criminal records that typically includes records from every county courthouse in a state. Sources for the information vary from state to state and are subject to change. Please check with your account representative for more information.
Social Security Alert	A social security alert reports any names that are associated with a particular social security number.
Residency History	A residency history provides a detailed account of an applicant's prior addresses and establishes a road map of where to search for an applicant's criminal history.



CastleBranch

The Power to Make Informed Decisions.

phone: 888.723.4263
 fax: 910.772.1528
 CastleBranch.com

**CastleBranch**

The Power to Make Informed Decisions.

FAX COVER SHEET

To: CastleBranch, Inc.**Attention:****Fax:** 910.772.1528**Email:****From:****Re:** Account Set Up**Pages:** (Including Cover)**Date:**

Please fill out the attached service agreement to set up your account.
Fax it along with this cover page to 910.772.1528. List any additional users below.

User 2 Name:**Title:****Phone:****Fax:****Email:****User 3 Name:****Title:****Phone:****Fax:****Email:****Notes:****Thank You!**


CastleBranch

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CLIENT ACKNOWLEDGMENTS

Each link below contains important information that is required by the Fair Credit Reporting Act (FCRA). Please review the information provided within each link prior to signing below.

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

http://www.castlebranch.com/pdf/information_center/NoticeToUsersOfConsumerReports.pdf

Summary of Your Rights Under the FCRA

https://www.castlebranch.com/pdf/information_center/A_Summary_of_Your_Rights_Under_the_FCRA.pdf

Remedying the Effects of Identity Theft

http://www.castlebranch.com/pdf/information_center/RemedyingTheEffectsofIdentityTheft.pdf

Disposal of Consumer Report Information and Records

http://www.castlebranch.com/pdf/information_center/16_CFR_Part_682_disposal.pdf

By signing below, I acknowledge that I have been provided with the following FCRA required FTC prescribed documents:

1. Notice to Users of Consumer Reports: Obligations of Users under the FCRA
2. A Summary of Your Rights Under the Fair Credit Reporting Act
3. Remedying the Effects of Identity Theft
4. Disposal of Consumer Report Information and Records.

Signature: _____

Date: _____

Attachment: City of Kingsland Proposal - CastleBranch (1658 : Approval Of: CastleBranch Service Agreement)


CastleBranch

The Power to Make Informed Decisions.

SERVICE AGREEMENT

The undersigned agrees that all reports submitted and received will be subject to the following conditions. All reports will be kept strictly confidential, no information from reports will be revealed to any other person, except a person whose duty requires him to pass on the transaction in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on, or his representative, will be referred to Castle Branch, Inc. for disclosure as provided under the Fair Credit Reporting Act, the American with Disabilities Act or other applicable laws. The Undersigned acknowledges their responsibilities regarding the protection of consumer data. Per the Fair Credit Reporting Act (FCRA), these responsibilities include: 1) limiting dissemination of consumer information to only those with legitimate need, permissible purpose, and authorization from consumer; 2) obtaining, retaining, using and destroying consumer data in a confidential manner; and 3) destroying data in a secure manner. The undersigned understands that Castle Branch, Inc. requires and will electronically obtain, in specific circumstances, additional signed disclosure agreements from applicants. In addition to disclosures, the undersigned agrees to obtain consent from all applicants by way of disclosure and release for unless otherwise obtained by Castle Branch, Inc. The undersigned agrees to follow Fair Credit Reporting Act (FCRA) "Adverse Action" process when applicable including; (1) providing preliminary adverse action notice to applicant, along with a copy of their consumer report and a summary of rights per Fair Credit Reporting Act (FCRA), (2) allow applicants a designated period of time to dispute information provided in report, (3) provide applicant with Castle Branch, Inc. contact information, (4) provide final adverse action notice to consumer if a final adverse employment decision is made. The undersigned certifies that these reports will be ordered only when intended to be used for employment purposes, or in connection with a legitimate business or association's need in connection with transactions involving the consumer or public. The undersigned certifies that all Consumer Report Information requested by, delivered to, and used pursuant to this Agreement shall meet one of the specified Permissible Purposes listed in section § 604 Permissible purposes of consumer reports of the Fair Credit Reporting Act (FCRA). The undersigned acknowledges that Castle Branch, Inc. is not legal counsel and does not provide legal advice. Castle Branch, Inc. strongly encourages the undersigned to work with their legal counsel to ensure overall screening program compliance. The undersigned agrees to comply with any all applicable state and federal law concerning access to or use of motor vehicle records, credit reports, drug testing, criminal records or any other related reports governed by the individual states or by the Federal Government of the United States. In this regard, the undersigned will cooperate with Castle Branch, Inc. in monitoring the use of such reports. The undersigned agrees to hold Castle Branch, Inc., its officers, employees and any company Castle Branch, Inc. uses to obtain reports, harmless from and against any expense or damages resulting from the publishing of report information contrary to these conditions. The undersigned understands that all information provided by Castle Branch, Inc. is only current as of the date provided and is made available on an "as is" basis. The undersigned understands that Castle Branch, Inc. cannot be responsible for the record keeping practices of third parties such as, but not limited to; the department of motor vehicles, county, state and federal courts, state repositories, state and regional prisons, local police stations, federal bankruptcy courts, federal civil courts, state medical boards, drug testing facilities and other professional licensing organizations, and other local, state and federal organizations. The undersigned recognizes that information is secured by and through fallible human sources. The undersigned agrees to release Castle Branch, Inc., its officers and employees from liability for any errors and or omissions contained in reports prepared by third parties and from any loss or expense suffered by the undersigned directly or indirectly from Castle Branch, Inc. reports. The undersigned agrees that this letter constitutes all conditions of service and of reporting, present and future applies to all reports made by Castle Branch, Inc. and is binding in all 50 states. The undersigned agrees to pay all bills for services according to the rate schedule in effect at the time such services are rendered, within fifteen days from the date of invoice and a one and one half percent (1 1/2%) per month late charge for payments made past that date. In the event of non-payment after 90 days, the undersigned agrees to pay the balance of all bills immediately. Furthermore, the undersigned agrees to pay all attorneys' fees, litigation costs, court costs and/or collection fees associated with the collection of delinquent accounts. No changes in these conditions may be made except by consent in writing of an officer of Castle Branch, Inc.

Please Print: Primary Contact Information
(Primary Contact will be responsible for day-to-day communications)

Company Name: _____

Address: _____

Primary Contact: _____

City, State, Zip: _____

Title: _____

Signature: _____

Phone: _____

Date: _____

Fax: _____

Email: _____

Please Print: Billing Information

Billing Contact: _____

Phone: _____

Title: _____

Fax: _____

Billing Address: _____

Email: _____

City, State, Zip: _____



72 Hours or Free Addendum

Organization Name: _____ CAC (office use only): _____

Authorized User Name: _____ Title _____

At CastleBranch we are committed to helping our clients meet their objectives. As part of this commitment, we are now dedicated to offering our clients a 72 hour* turn around time guarantee on most of our products and services** or else it is free.

- This commitment is only offered to clients that order online, any orders that are submitted via fax are exempt from this commitment.
- Requesting a refund: It is the client's responsibility to notify Castle Branch Inc. when a credit is due.
- Only the line item that is delayed will be credited, not the entire package
- If an order is provided with incomplete or inaccurate information, all items in the order will be excluded from said commitment and not eligible for credit.
- If an alert is issued to clarify information on an order, the time on the 72 hour clock will start only *after* the client responds to the alert with the appropriate information needed to process the order.
- If an order is submitted with all required information and an alert is not required to confirm information on the order, turn around time is defined as the time from which the order was first placed to the time the order is returned to the client.

*72 hours is business hours only-weekends and holidays do not apply

**Not all products and services are included in this guarantee. Please click on the link www.castlebranch.com/pdf/ExclusionsList.pdf to see all excluded products and services from this guarantee. Also, an up to date copy of the exclusions document can be found within the client library under the document name "Extended TAT over 72 hours". This exclusion document is subject to change without notification and it is the client's responsibility to review any updated copies within the client library.

This Addendum is entered into only with parties who have executed an underlying Castlebranch Service Agreement. This Addendum merely supplements the existing Service Agreement between the parties. Except to the extent that this Addendum expressly conflicts with the terms of the Service Agreement, it does not modify, amend or delete any existing term of the Service Agreement including terms of payment. This Addendum shall be interpreted with the Service Agreement to form one agreement.

By signing below, I confirm that I acknowledge all terms and conditions as outlined above. I further understand that at any point during the background screening process I can log on to my account and view the current status of applicant results, as well as any updated copy of the exclusion document as mentioned above.

Authorized User Signature

Date

Please fax completed form to 910.772.1528

Employment Screening

<u>Service</u>	<u>Laborchex</u>	<u>Castle Branch</u>
Background check- GA statewide Criminal	\$27.25	\$13.50
Employment Verifications/per	\$10.95	\$6.00
Professional License Verification/per	\$8.46	\$6.00
Reference Verification/per	\$8.46	?
Motor Vehicle Records	\$7.00	Varies by state- GA \$15.00
Credit Report	\$9.00	\$6.00
Education Verification/per	?	\$6.00