



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MARCH 13, 2017

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

1. Invocation: Reverend D. Belcher, Sr., Senior Pastor, Crooked River Baptist Church. Pledge to the Flag, Boy Scout Troop 226 -

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. Police Commendation for Officer Greg Crews - Police Chief Darryl Griffis

VI. PRESENTATION

1. Mr. Joel Hanner, Georgia Power -
Joel Hanner with Georgia Power will present the city with the 2017 franchise check.

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. APPLICATION FOR HOME OCCUPATION – Justin Conley -

Justin Conley, 104 Creekwood Circle is requesting a Home Occupation Permit for JCon Coatings, a painting and industrial coatings company. Zoning is R-1. Equipment will be stored in garage. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OCCUPATION – Terry Waye -

Terry Waye, 236 Merriwood Circle is requesting a Home Occupation Permit for J&T Concrete Company. Zoning is R-1. No one was present representing the applicant for the second meeting. Planning Commission recommends denial.

X. NEW BUSINESS

1. Proclamation: Lucien E. Trefethen -

Achieved the rank of Eagle Scout, Troop #208, Coastal Georgia Council, Boy Scouts of America

2. Joint Proclamation: Recognizing the Week of March 13-17, 2017, as Small Business Week -

3. Bid Award: Combination Sewer Cleaning Machine & Vacuum Truck -

Staff recommends all bids be rejected.

4. Bid Award: Police & Fire Admin Vehicle Equipment & Installation -

Bid award for the purchase of and installation of equipment on two (2) Police vehicles and (1) Fire Admin vehicle. Staff recommends Emergency Equipment Specialists.

5. Bid Award: CVB Visitor's Guide -

Bid award for the reprint of the CVB Visitor's guide for quantities of 25,000, 50,000, or 100,000. Staff recommends Creative Printing.

6. Approval Of: FEMA-4284-DR-GA Grant Agreement -

Hurricane Matthew FEMA Grant Agreement, staff recommends approval.

7. Contract Renewal: Emergency Communications Network (ECN) -

City staff has renegotiated terms of original contract (12/2005) with ECN for CodeRED services to increase annual minute bank from 25,000 to 50,000 for the same annual contract price of \$5,000; decrease automatic minute bank refill from 25,000 to increments of 5,000 when depleted; and adjust overage invoice received from \$10,000 to \$3,710.40. Staff recommends approval.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

City of Kingsland, Georgia

Proclamation



Honoring Eagle Scout Lucien E. Trefethen

WHEREAS, I, Kenneth E. Smith, Sr., Mayor of Kingsland would like to take this time to recognize Eagle Scout Lucien E. Trefethen for his outstanding achievements and service set forth by Coastal Georgia Council, Boy Scouts of America; and,

WHEREAS, Lucien E. Trefethen has earned 41 merit badges, a member of the Order of the Arrow, completed the Religious Knot, and has earned both the World Conservation and Outdoor Achievement Awards; he has been found worthy and loyal as an Eagle Scout, I would like to say congratulations for a job well done; and,

WHEREAS, Eagle Scout Lucien E. Trefethen serves in various leadership roles such as Assistant Senior Patrol Leader of Troop 208, the Den Chief for Pack 218, a position he has held for the last three years, and has logged over 100 service hours within the last year, and keeps himself healthy and fit; again I say great job, and

WHEREAS, the Coastal Council, Boy Scouts of America Troop 208 has come together to acknowledge and commend you for such an honorable achievement and service.

NOW THEREFORE BE IT PROCLAIMED as the Mayor of the City of Kingsland, Georgia, I hereby recognize and congratulate Eagle Scout Trefethen on this 13th day of March in the year of our Lord, 2017.

CITY OF KINGSLAND, GEORGIA

ATTEST:

Kenneth E. Smith, Sr., Mayor

Linda O'Shaughnessy, City Clerk

Attachment: eagle scout (1829 : Lucien E. Trefethen)

Joint Proclamation

of the Camden County Board of Commissioners

Recognizing the week of March 13 – March 17, 2017 as Small Business Week

WHEREAS, Small Business Week is an annual week designated to increase public awareness and appreciation of the foundation of local economic development; and

WHEREAS, during this week of March 13 - March 17, 2017 residents, consumers, and employers are encouraged to shop locally, buy locally and acquaint others with local consumer, retail and service opportunities; and

WHEREAS, there are 601,987 registered Small Businesses across Georgia, a state cited as the #1 state for business for three consecutive years and Camden County is a Georgia County open for business; and

WHEREAS, the Small Business often provides entry level employment to youth and adults entering the workforce and supports families in the community; and

WHEREAS, we are pleased to acknowledge education programs at Camden County High School (DECA and Future Business Leaders of America) who encourage students to reach their full potential in their future by considering entrepreneurship and business development. Our local postsecondary institutions: Coastal Pines Technical College, the College of Coastal Georgia, and Valdosta State University, also provide training to individuals seeking to manage local, small businesses; and

WHEREAS, the **Camden County Chamber of Commerce** is supported by approximately 400 local business members and stakeholders who reside and do business in Camden County which generates sales and property tax revenues to fund infrastructure, services, and K-12 education; and

WHEREAS, the cities of **Kingsland, St. Marys, and Woodbine**, along with the **Camden County Board of Commissioners**, recognize and support the growth of Small Business in Camden County and affirm to facilitate the operation of business in Camden County with consistent quality service and support; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS and the Cities of Kingsland, St. Marys and Woodbine that.

PROCLAIMED this 13th day of March 2017

Board of County Commissioners

City of St. Marys

James H. Starline, Chairman

John F. Morrissey, Mayor

City of Kingsland

City of Woodbine

Kenneth E. Smith, Sr., Mayor

Steve Parrott, Mayor



BID TABULATION
Combination Sewer Cleaning Machine and Vacuum Truck
Thursday, March 2, 2017 @ 2:00 PM

VENDOR	YEAR	MAKE	MODEL	ETA	TOTAL	Cost of Delivery	COMMENTS
Environmental Products of GA Option 2	2014	Vactor IH 7400 Chassis	2115 Plus PD	Immediate	\$275,000.00	Included	Unit includes many additional enhancements -3600 Hours with 35,000 Miles
Environmental Products of GA	2018	Vactor Freightliner 114 SD Chassis	2112 Plus	120-150 Days	\$314,563.00	Included	
P & H Supply Co., Inc.	2018	Freightliner	Cummings 370 HP 114 SD	120-180 Days	\$329,412.02	Included	
Adams Equipment Co., Inc.	2017	Freightliner Chassis	Freightliner 114 SD	60 Days	\$332,500.00	Included	Vac-Con Combination Sewer Cleaner Vac-Con V312E/1300 LHAD
Rush Truck Centers of GA	2018	International	7500 SFA	150 Days	\$333,389.00	Included	Standard warranty with additional offered at 1/2 of costs
Nexttran Truck Center	2018	Mack	GU433	135 Days	\$334,566.43	Included	
P & H Supply Co., Inc. Alternate Bid #1	2018	Freightliner	Cummings 370 HP 114 SD	120-180 Days	\$338,406.85	Included	
COS Acquisitions, LLC/Wastbuilt	2017	Super Products	1200 FE or Dump Body	90-120 Days	\$339,349.00	Included	\$5,000.00 Discount if unit is paid upon delivery
P & H Supply Co., Inc. Alternate Bid #2	2018	Freightliner	Cummings 370 HP 114 SD	120-180 Days	\$358,576.91	Included	

*RFP was advertised on the City and GMA websites.



BID TABULATION
Purchase and Installation of Vehicle Equipment
Thursday, March 2, 2017 @ 2:30 PM

VENDOR	Equipment Cost 2017 Dodge Chargers (2 Vehicles)	Delivery Cost (2 Vehicles)	Total Cost	Comments
West Chatham Warning	\$28,665.42	\$300.00	\$28,965.42	
Dana Safety Supply	\$29,838.00	\$240.00	\$30,078.00	
Emergency Equipment Specialists	\$29,592.00	\$334.00	\$29,926.00	Quoted with Phoenix Light Bar
Hasty's Communications	\$31,606.00	N/C	\$31,606.00	
Emergency Equipment Specialists	\$31,660.00	\$334.00	\$31,994.00	Quoted with Whelan Light Bar

*RFP was advertised on the City and GMA websites.

VENDOR	Equipment Cost 2017 Chevrolet Tahoe (1 Vehicle)	Delivery Cost (1 Vehicle)	Total Cost	Comments
Dana Safety Supply	\$7,164.00	\$120.00	\$7,284.00	
Emergency Equipment Specialists	\$7,438.00	\$167.00	\$7,605.00	Quoted with Phoenix Light Bar
West Chatham Warning	\$7,836.35	\$150.00	\$7,986.35	
Hasty's Communications	\$8,830.00	N/C	\$8,830.00	
Emergency Equipment Specialists	\$9,232.00	\$167.00	\$9,399.00	Quoted with Whelan Light Bar

Staff Recommendation for Chevrolet Tahoe is Emergency Equipment Specialists.

*RFP was advertised on the City and GMA websites.



**BID TABULATION
CVB VISITORS GUIDE
Thursday, February 16, 2017**

VENDOR	EXHIBIT A 25,000	EXHIBIT A 50,000	EXHIBIT A 100,000	EXHIBIT B 25,000	EXHIBIT B 50,000	EXHIBIT B 100,000	Additional Comments
Creative Printing 60# 24 Pages	\$3,516.50	\$5,515.00	\$9,549.60	\$5,083.00	\$8,403.75	\$14,820.00	Typeset & Design-24 Page Book \$1368.00
Creative Printing 100# 32 Page	\$4,212.00	\$6,875.00	\$12,008.40	\$6,597.50	\$11,062.50	\$19,680.00	Typeset & Design-32 Page Book \$2136.75
Proforma Abba Graphics	\$8,800.00	\$15,900.00	\$29,700.00	\$8,700.00	\$15,400.00	\$27,900.00	
Leisure Media 60# 32 Page	\$11,277.00	\$15,617.00	\$24,017.00	\$14,917.00	\$21,357.00	\$34,517.00	Tab for mailing Set-up \$35.00 + \$40.00 per thousand Additional costs for writing and supplying images
Premier Printing	\$14,174.00	\$24,385.00	\$44,955.00	\$16,022.00	\$27,245.00	\$49,493.00	
Leisure Media 60# 28 Page	\$14,361.00	\$20,241.00	\$32,281.00	\$12,261.00	\$16,601.00	\$25,561.00	Tab for mailing Set-up \$35.00 + \$40.00 per thousand Additional costs for writing and supplying images
Great Southern Publishers, Inc.	\$15,995.00	\$19,995.00	\$26,995.00	\$19,995.00	\$24,995.00	\$34,995.00	

Advertised on City of Kingsland and GMA websites.

Exhibit A-28 page book, Size 9" X 16" folded into 4" X 9"
Color: Full 4/4 Paper Weight: 100# 1.9 oz.

Exhibit B-30 page book, Size 8.5" X 11" folded into 5.5" X 8.5"
Color Full 4/4 Paper Weight: 100# 1.9 oz.

*Staff recommendation is Creative Printing.

GEORGIA EMERGENCY MANAGEMENT AGENCY HOMELAND SECURITY

NATHAN DEAL
GOVERNOR



HOMER BRYSON
DIRECTOR

February 22, 2017

RE: FEMA-4284-DR-GA
PA ID #039-43640-00
City of Kingsland

Mr. Lee Spell
City Manager
City of Kingsland
Post Office Box 250
Kingsland, Georgia 31548

Dear Mr. Spell:

Enclosed is a copy of the approved Project Application Grant Report, which includes Project Worksheets for eligible expenses incurred by the City of Kingsland, as a result of Hurricane Matthew covered by the Presidential Disaster Declaration DR-4284.

All agreements concerning the approved project application are contained in the enclosed Recipient-Subrecipient Agreement. Please sign the Recipient-Subrecipient Agreement, Exhibit A, Exhibit B and Exhibit H. **Only return the executed original of the Exhibit A, Exhibit B, Exhibit H and the Recipient-Subrecipient Agreement to the Public Assistance Office at the address on our letterhead.** Keep copies of signed documents and all other enclosed documentation for your records. A copy of the fully executed agreement will be returned to you for your files.

Federal funds will be provided as specified in paragraph two of the Recipient-Subrecipient Agreement.

If you have any questions regarding this matter, please contact Ms. Tara Teuta, Grants Specialist at 404-635-7066 or 1-800-TRY-GEMA.

Sincerely,

Valarie Grooms
Grants Specialist Supervisor

vg/tt

Enclosures

cc: Mark Crews, Director
Camden County Emergency
Management Agency
Kristen Higgs, Area Field Coordinator
Georgia Emergency Management
Homeland Security Agency

RECIPIENT-SUBRECIPIENT AGREEMENT

On October 8, 2016, the President declared that a major disaster exists in the State of Georgia. This declaration was based on the disastrous event resulting from Hurricane Matthew, beginning on October 4, 2016 to October 15, 2016. This document is the Recipient-Subrecipient Agreement for the Public Assistance Program for the presidential declaration, designated FEMA-4284-DR-GA, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206.44.

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMHSA). The individual designated to represent the State is Mr. Homer Bryson, Governor's Authorized Representative. The Subrecipient is identified in paragraph 5 of the Application for Federal Assistance, Exhibit A, to this agreement. The Subrecipient's Authorized Representative who is named in paragraph 13 of Exhibit A and whose signature appears on page 3 of this agreement will execute the interests and responsibilities of the Subrecipient.

1. The following exhibits are attached and made a part of this agreement.

- Exhibit A. Application for Federal Assistance.
- Exhibit B. Assurances-Construction Programs, Standard Form 424D
- Exhibit C. Financial Assistance.
- Exhibit D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Transactions.
- Exhibit E. Certification for Contracts, Grants, Loans, and Cooperative Agreements.
- Exhibit F. Guidance for Implementation of Section 406 Hazard Mitigation.
- Exhibit G. Certification of Program Cost Share
- Exhibit H. Federal Funding Accountability and Transparency Act Certification
- Exhibit I. Project Worksheet Quarterly Report Form

2. Consistent with the requirement that federal assistance be supplemental, any federal funds provided under the Act for Public Assistance will be limited to **75** percent of total eligible costs, or as otherwise indicated pursuant to federal program incentives provided under the Public Assistance Program. The remaining non-federal cost share of eligible costs will be provided according to the Exhibit G, Certification of Program Cost Share.

- a. For local governments, the cost share is based on the information found on Exhibit G.
 - b. For private nonprofit organizations and State agencies, 25% by the Subrecipient.
3. No federal or state assistance under the Act and this Agreement shall be approved unless the approved damages resulted from Hurricane Matthew that took place beginning October 4, 2016. All requests for designations of areas and types of assistance under the Act must be made within 30 days from the date of the incident period unless an extension is authorized under 44 CFR 206.36.
4. Federal assistance under the Act and this Agreement shall be limited to Brantley, Bryan, Bulloch, Camden, Candler, Chatham, Effingham, Emanuel, Evans, Glynn, Jenkins, Liberty, Long, McIntosh, Pierce, Screven, Tattnall, Toombs, Ware and Wayne County.
5. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
6. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal or state disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
7. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; provided, however, that this provision shall not be construed to extend to any contract made with a corporation for its general benefit.
8. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
9. The Subrecipient agrees that emergency work projects (Categories A and B) will be completed by **April 4, 2017**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative.
10. All other projects (Categories C-G) shall be completed by **April 4, 2018**. If any projects require work past this date, a request for a time extension must be

submitted to the Governor's Authorized Representative before the deadline date for approval. All projects should be completed before **April 4, 2018**. No State Cost Share Match, if applicable will be available following this date.

11. Quarterly reports are required. The first quarterly report will cover the period **January 1, 2017 – March 31, 2017**. Subsequent reports will cover the periods ending **June 30, 2017, September 30, 2017, December 31, 2017 and March 31, 2018**. Reports will be submitted to the Governor's Authorized Representative no later than 10 working days following the end of the reporting period.
12. There shall be no changes to this Agreement unless mutually agreed upon by both Parties to the Agreement.

Agreed:

By: _____
Authorized Recipient Official

Signature Date

GEMHSA

Agency/Entity Name

By: _____
Authorized Subrecipient Official

Signature Date

Authorized Subrecipient Official
Printed or Typed Name

Agency/Entity Name

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of December 12, 2016 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and the City of Kingsland, a body politic and corporate of the State of Georgia ("Licensee") located at 105 West William Avenue, Kingsland, GA 31548.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
4. **Functionality:** The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the City of Kingsland, Georgia (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this

Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

- 6. Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

- 7. Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

- 8. Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the term of this Agreement will extend for additional **one-year** periods (each a "Renewal Term"). This contract extension provision will continue to extend the Agreement by one additional year at the end of the Initial Term and each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then-current Renewal Term.** In the event the Agreement is extended:

a) Licensee's System Minute bank will be replenished to the original 50,000 System Minute balance;

b) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;

c) Licensor will invoice Licensee for one additional year of Service at the rate of five thousand dollars (\$5,000); and

d) Licensee agrees to pay the additional fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 5.

- 9. Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 5,000 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive

System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

- 10. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
- 11. Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
- 12. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 13. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of

anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

14. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

15. Termination: Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

16. Entire Agreement: As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including but not limited to that certain CodeRED® Services Agreement by and between Licensee and Emergency Communications Network, Inc., effective **December 12, 2005** (the "Prior Agreement"), which was rightfully assigned to and assumed by Licensor; provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Licensor, and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms

contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

- 17. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to **Licensee:** City of Kingsland, Attn: Lee Spell/City Manager, 105 West William Ave, Kingsland, GA 31548

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 18. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
- 19. Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
- 20. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
- 21. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: City of Kingsland, Georgia

Licensor: Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

One (1) year CodeRED NEXT Service Agreement	\$ 5,000.00
One-time credit from Prior Agreement for 12/12/16 – 12/11/17	<u>\$(5,000.00)</u>
BALANCE DUE FOR THE INITIAL TERM:	\$ 0.00
<u>50,000</u> CodeRED System Minutes	\$ <u>Included</u>
Additional System Minutes	\$ <u>0.40</u> per minute
<u>500</u> minutes for testing and training	\$ <u>No Charge</u> (see paragraph 6)
Email and Text Messaging	\$ <u>No Charge</u>
<u>Unlimited</u> CodeRED user pass codes	\$ <u>Included</u>
Initial Residential Database Upload	\$ <u>Waived</u>
One (1) CodeRED distance training session	\$ <u>Included</u>

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Database Accuracy Updates

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades \$ No Charge

Professional Services Upon Request: \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

INVOICE

Emergency Communications Network, LLC

INVOICE #: ECN-024903
DATE: 10/31/2016

780 West Granada Boulevard
Ormond Beach, FL 32174
Phone 386-676-0294 Fax 386-676-1127

BILL TO: City of Kingsland, GA
Accounts Payable
Bill Carreira
PO Box 250
Kingsland, GA 31548-0250

REFERENCE #	MEMO	PAYMENT TERMS
		Due on receipt

DESCRIPTION	AMOUNT
CodeRED: 25,000 additional minutes @ \$0.40 per minute for the minute bank refill that occurred on October 5, 2016	\$10,000.00
SUBTOTAL	\$10,000.00
TOTAL	\$10,000.00

Attachment: invoice ECN-024903 (1823 : Contract Renewal: Emergency Communications Network)