



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 8, 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

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
 - 1. City Council - Regular Meeting - Apr 24, 2017 6:00 PM -
 - 2. City Council - Special Called Meeting - May 1, 2017 5:00 PM -
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

- 1. Georgia Fire Chief Certification - Chief Terry Smith -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. APPLICATION FOR HOME OCCUPATION – Natassia Green -

Natassia Green, 115 Magnolia Ct is requesting a Home Occupation Permit for Blissfully Good Candles. Zoning is PD/R-2. Applicant plans to advertise through social media and sell about 200 candles per week through online sales. Planning Commission recommends approval.

2. APPLICATION FOR HOME OCCUPATION – Joshua Smith -

Joshua Smith, 82 Rocky's Place is requesting a Home Occupation Permit for JustForYou Lawn Service. Zoning is R-5. Equipment will be stored in a shed and on a trailer behind a fence. Planning Commission recommends approval.

3. APPLICATION FOR REZONING, Phyliss & E Wayne McAdams -

Phyliss & E Wayne McAdams are requesting rezoning of Tax Parcels K26 06 009 and 002A at 511 S May St, a 0.42 acre tract. Zoning is currently R-1. Proposed zoning is R-2 to allow construction of a duplex structure. Mr. Thrift plans to purchase the properties, combine them and build a duplex with 3 bedrooms and 1400 square feet of heated space in each unit. Mr. Hortman objected to other than a single family being built on the property as he felt it would hurt property values. Planning Commission recommends approval.

4. APPLICATION FOR VARIANCE, Christina L Betz -

Christina L Betz is requesting a variance on Tax Parcel K21 05 001 at 400 E King Ave of restrictions on the location of a Veterinary Clinic as found in Section 61.2.3(14). Zoning is C-2. Proposed variance is from 100 feet to 25 feet for the separation of any structure or open area used for such purpose from a residential district. This was once a dental office. Applicant desires a home base for her mobile practice. There will be no boarding. She does plan a fenced in area for walking dogs during recovery. Planning Commission recommends approval.

5. APPLICATION FOR REZONING, Tri City Land Development -

Tri City Land Development is requesting rezoning of Tax Parcel K19 01 002B at 516 W William Ave, a 3.16 acre tract. Zoning is currently C-2. Proposed zoning is I-L and use is light manufacturing in 6000 sq feet of the existing 19,000 sq ft structure. Mr. Bill Gross stated that he planned to pursue getting access to King Ave directly across from Henrietta. He is trying to get assistance from two adjacent property owners and an assurance of a contract before proceeding. The Joint Development Authority has approved incentives for the prospect who will hire up to 20 employees. Planning Commission recommends approval.

IX. NEW BUSINESS

1. Approval Of: FY 2016/17 Mid-Year Budget Revisions -

2. Approval Of: Resolution #2017-07 of the Mayor and Council of the City of Kingsland, Georgia, Authorizing the Financing of Certain Vehicles and Equipment through a Lease Purchase Agreement to be Entered into with Ameris Bank. -

Staff recommends approval.

3. Approval Of: District 12 Georgia Municipal Association's Election of Officers for 2017-2018 -

Staff is neutral on this.

4. Approval Of: Agreement for Automatic Aid and Mutual Aid Response Areas -

Staff recommends approval.

5. Approval Of: Virtual Academy Agreement - Police Chief Darryl Griffis

Agreement between Virtual Academy and the Kingsland Police Department for on-line law enforcement training. Staff recommends approval.

6. Bid Award: Asphalt Resurfacing - LMIG 2017 -

Bid Award for 2017 LMIG Asphalt Resurfacing project. Staff recommends low bidder, SeaBoard Construction @ \$230,284.07.

7. Adoption Of: Joint Resolution by the Cities of Kingsland, St. Marys, and Woodbine in Support of Maintaining the Joint Development Authority Military Liaison -

Staff is neutral on this.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

**City of Kingsland
Proposed Mid-Year Revisions
FY 2016-17 Budget**

9.1.a

	Department	FY 16-17 Original Budget	FY 16-17 Mid-Year Requestd Revised Budget	Variance from FY 16-17 Original Budget to FY 16-17 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$9,843,921	\$9,554,102	-2.94%	-\$289,819	Contingency change of \$333,524 to \$318,799 to fund increase in environmental services in DDA.
	Administration	\$1,050,565	\$1,050,565	0.00%	\$0	No overall change.
	Information Technology	\$217,995	\$217,995	0.00%	\$0	No overall change.
	Finance	\$285,637	\$285,637	0.00%	\$0	No overall change.
	Municipal Court	\$538,990	\$431,190	-20.00%	-\$107,800	Reduction in court fine add-ons related to reduction in citations processed.
	Police	\$2,956,865	\$2,716,020	-8.15%	-\$240,845	Reduction in salaries, repairs, communications, supplies, and court technology expenses correlating to staffing levels.
	Fire	\$2,034,750	\$2,067,951	1.63%	\$33,201	Increase is in overtime related to Hurricane Matthew. This will be offset by FEMA/GEMA when funds are received. Preliminary approval has been received.
	Public Works	\$1,628,617	\$1,636,617	0.49%	\$8,000	Increase of \$40,000 in workers compensation resulting from a claim, offset by reduction in repairs and communications. Reduction in capital outlay to change \$50,000 flat bed truck to \$30,000 refurbish vaccon truck chassis with water tank for road projects.
	Planning & Zoning	\$449,237	\$461,587	2.75%	\$12,350	Request for new position: (1) full-time Code Enforcer effective June 1, 2017 with related benefits and supplies/computer.
	Economic Development	\$73,681	\$93,681	27.14%	\$20,000	Request for environmental services for J&A Sons property to address environmental concern prior to acquisition. Additional funding for corrective action, oversight, and cleanup will be requested at a later date.
	Fleet Services	\$274,060	\$274,060	0.00%	\$0	No overall change.
	General Fund Total Expenditures	\$9,510,397	\$9,235,303	-2.89%	-\$275,094	

Attachment: Council Summary FY16-17 Budget Revisions (1863 : Approval Of: FY 2016/17 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2016-17 Budget**

9.1.a

	Department	FY 16-17 Original Budget	FY 16-17 Mid-Year Requestd Revised Budget	Variance from FY 16-17 Original Budget to FY 16-17 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Solid Waste	Solid Waste Revenues	\$1,147,015	\$1,121,755	-2.20%	-\$25,260	Reduction in capital lease revenue related to garbage truck purchase.
	Expenses	\$1,049,445	\$1,024,185	-2.41%	-\$25,260	Reduction in capital lease expense related to garbage truck purchase.
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$7,654,900	\$7,663,880	0.12%	\$8,980	Contingency change of \$768,589 to \$777,569. Increase in insurance recovery revenue.
	Administration	\$517,944	\$517,944	0.00%	\$0	No overall change.
	Information Technology	\$22,623	\$26,173	15.69%	\$3,550	Increase in purchased/contracted services related to software maintenance
	Finance	\$159,544	\$159,544	0.00%	\$0	No overall change.
	Fleet Services	\$88,862	\$88,862	0.00%	\$0	No overall change.
	Operations	\$6,097,338	\$6,093,788	-0.06%	-\$3,550	Reduction in purchased/contracted services allocated to IT department.
	Water/Sewer Fund Total Expenses	\$6,886,311	\$6,886,311	0.00%	\$0	

Attachment: Council Summary FY16-17 Budget Revisions (1863 : Approval Of: FY 2016/17 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2016-17 Budget**

9.1.a

	Department	FY 16-17 Original Budget	FY 16-17 Mid-Year Requestd Revised Budget	Variance from FY 16-17 Original Budget to FY 16-17 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
	Confiscated Assets Fund	\$40,025	\$40,025	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
	Multiple Grant Fund	\$226,305	\$226,305	0.00%	\$0	No change.
	CVB Fund (Tourism)	\$488,700	\$488,700	0.00%	\$0	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. No overall change.
	Hotel/Motel Tax Fund	\$875,000	\$875,000	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
	Downtown Development Authority Fund	\$13,770	\$13,770	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
	Kingsland Development Authority	\$122,299	\$122,299	0.00%	\$0	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. No change.
	SPLOST Fund #7	\$2,204,345	\$2,204,345	0.00%	\$0	Based on funds available for projects outlined in the SPLOST VII agreement. No change.
	General Debt Service	\$278,188	\$278,188	0.00%	\$0	Based on current lease payments for governmental funds. No change.
	Debt Service Revenue Bond	\$148,750	\$148,750	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

Attachment: Council Summary FY16-17 Budget Revisions (1863 : Approval Of: FY 2016/17 Mid-Year

**RESOLUTION # 2017-07 OF THE MAYOR AND COUNCIL OF THE CITY OF
KINGSLAND, GEORGIA, AUTHORIZING THE FINANCING OF CERTAIN
VEHICLES AND EQUIPMENT THROUGH A LEASE PURCHASE AGREEMENT TO
BE ENTERED INTO WITH AMERIS BANK.**

WHEREAS, the Mayor and Council of the City of Kingsland (the “**Mayor and Council**”), as the managing and controlling body of the City of Kingsland, Georgia (the “**City**”), desires to purchase Vehicles and Equipment from successful bidders (the “**Equipment**”), in accordance with a purchase letter dated November 29, 2016; and

WHEREAS, the Mayor and Council has determined that in order to finance the Equipment, it is in the best interest of the City to accept a term sheet dated as of March 22, 2017, from Ameris Bank, in Moultrie, Georgia (the “**Bank**”), a copy of which is attached hereto as Exhibit A, and to enter into a lease purchase agreement with the Bank (the “**Agreement**”) in an amount not to exceed \$341,446 to lease and acquire the Equipment from the Bank, subject to the terms and conditions to be provided in such Agreement; and

WHEREAS, the City is authorized under the constitution and laws of the State of Georgia, in particular Official Code of Georgia Annotated §36-60-13, to enter into the Agreement.

NOW, THEREFORE, be it resolved by the Mayor and Council in meeting assembled that:

1. The Mayor and Council hereby accepts the financing terms of the Bank as provided in the term sheet dated March 22, 2017, to finance the Equipment. The Mayor and Council direct the City Manager to negotiate the terms of the Agreement to be entered into with the Bank to lease and acquire the Equipment. The execution of the Agreement by the Mayor, attested by the City Clerk, as hereby authorized shall be conclusive evidence of such approval.
2. The Mayor, City Attorney, and such other officials as may be required are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this resolution, and such officers or officials are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary and desirable in connection with the Agreement, and the documentation of and compliance with the provisions of all applicable laws in connection with the entering into of the Agreement.
3. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

APPROVED AND ADOPTED, this May 8, 2017.

CITY OF KINGSLAND, GEORGIA
By:

Kenneth E. Smith, Sr., Mayor

Attest:

Linda M. O’Shaughnessy, City Clerk

(SEAL)

Attachment: Ameris Resolution-Equipment Financing (1866 : Approval Of: Resolution #2017-07)

Exhibit A
TERM SHEET FROM AMERIS BANK

<u>Loan Amount</u>	<u>Term</u>	<u>Rate</u>	<u>Prepayment Penalty</u>
\$341,446.00	60 months	2.22% Fixed	None

Equipment Listing

2015 Mack Garbage truck	\$224,740
2017 Dodge Charger	\$ 22,874
2017 Dodge Charger	\$ 22,874
2017 Chevrolet Tahoe	\$ 33,928
Installed Equipment	<u>\$ 37,030</u>
Total	<u>\$341,446</u>

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Kingsland, Georgia (the "City), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by a majority vote of the Mayor and Council of the City in meeting assembled on May 8, 2017, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

CITY OF KINGSLAND, GEORGIA
By:

Kenneth E. Smith, Sr., Mayor

Attest:

Linda M. O'Shaughnessy, City Clerk

Attachment: Ameris Resolution-Equipment Financing (1866 : Approval Of: Resolution #2017-07)

ELECTION OF GMA'S DISTRICT 12 OFFICERS FOR 2017-2018

BALLOT

The following city officials have been nominated as GMA's District 12 Officers for 2017-2018:

- President Wanda Doyle, Councilmember, Tybee Island
- First Vice President Cornell Harvey, Mayor, Brunswick
- Second Vice President Ken Lee, Mayor, Rincon
- Third Vice President Hugh "Bubba" Hodge, Mayor, Darien

**No additional nominations were received by the April 21, 2017 deadline.*

If your city is in favor of the proposed slate of officers, please check here: _____

If your city is opposed to the proposed slate of officers, please check here: _____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

Signature: _____

Please mail or email ballot by June 1, 2017 to:

Imani Beckles, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348;
Email: ibeckles@gmanet.com.

AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID RESPONSE AREAS

THE TERM OF THIS AGREEMENT shall be for a period of two years commencing on the ____ day of _____, 20____. The agreement shall automatically renew for additional terms of one year unless either party gives written notice of its intent to terminate the agreement. The notice to terminate the agreement must be given at least 90 days prior to the end of the current agreement term.

WITNESSETH:

Parties hereto agree as follows:

1. Recitals

This agreement is made and entered into with the respect to the following facts:

- A. That the parties are political subdivisions of Camden County, State of Georgia and are contiguous; and
- B. That the Cities and County governments are authorized by O.C.G.A. 36-34-2(5) to enter into governmental services agreements; and
- C. That each party maintains and staff's a Fire Rescue Department ("Department") for the purpose of fire suppression, rescue, and protection; and
- D. It is to the mutual advantage and benefit of all parties hereto that they render supplemental fire suppressions, rescue, and protection to each other in the event of a local emergency, and to take part in joint training exercise; and
- E. It is the desire of the parties hereto to enter into this agreement for Automatic Aid and Mutual Aid Responses, to designated area, on the terms and conditions hereafter contained.

2. Response Area and Components

Automatic Aid Response areas are those that lie within five (5) roadway miles of a Fire Station. Camden County and the City of Kingsland and the City of St. Marys will provide an Automatic-aid response for all properties within five (5) road miles of their respective fire stations. In the event of any fire, rescue, or any other emergency in the herein described area the closest fire department shall, upon dispatch by the 911 Center, furnish such fire suppression, prevention, protection, rescue, and First Responders as may be reasonably required to manage such emergency, subject to the limitations hereafter set forth in this agreement.

Mutual Aid Response areas are those areas which lie outside of five (5) road miles of a fire station. If additional assistance is needed then a mutual aid response will have to be requested.

The Incident Command System shall be utilized for each emergency situation. The most qualified individual will be responsible for designating the Incident Commander.

A Camden County Life Squad (Ambulance) will be permitted to be housed at the City's Fire Department as its station; in lieu of a monetary cost Camden County agrees to respond with a Life Squad to all reported structure fires within the City Limits of Kingsland and the City Limits of St. Marys as a first due apparatus. Said Life Squad will be dispatched as a part of the Fire Departments initial response protocol.

3. **Types of Responses**

- **Automatic-aid Responses**

Automatic-aid is first-due aid rendered inside the primary response area regardless of the jurisdiction of the property. Automatic-aid shall be built into the response protocols and all aid given or received shall be dispatched on the same radio channel to provide a seamless activation without delay.

- **Mutual Aid Responses**

Mutual Aid is aid rendered outside the herein described area of automatic response but within the jurisdiction of a party. A Department will respond to an area of Mutual Aid ONLY when the request comes from one of the following:

- A. The Chief or director of the requesting Department or their designated authority; or
- B. 911 Dispatch Center; or
- C. The parties or their designated authority.

4. **Release of Claims**

Neither party, nor its employees or representatives, shall be liable to the other party for failure to respond, and/or any delay in response for the purpose of extinguishing or controlling any fire or other immediate response emergency. This immunity is not exclusive of other similar immunities granted by statute or common law.

The parties hereto waive all claims against each other party for compensation for any loss, damage, injury, or death occurring in consequence of the performance of this agreement.

All services performed under this agreement shall be rendered without reimbursement of either party.

5. **Termination**

Either party to this agreement may terminate the agreement by giving not less than ninety (90) days written notice. A copy of the termination must be sent to ISO.

6. **Administration**

The senior officer of the Department requesting aid shall assume full charge of the operations. However, under procedures agreed to by the technical heads of the

Departments involved, a senior officer of the Department furnishing the aid may assume responsibility for the coordination of the overall operation.

7. Application

This agreement shall constitute the entire agreement between the parties and shall be the sole instrument for the provision of the emergency service between the parties.

8. Area of Primary Response

The Primary Response areas are those areas located within the five (5) roadway miles of a Fire Department Station.

9. Training

Training shall be conducted through the cooperation of each party, and if shall involve scenarios that may be encountered by the parties in the automatic-aid areas. Training will also include instruction for the response of Volunteers from the different jurisdictions. Classroom training shall be held once a year to review Incident Command and Accountability Systems for the jurisdictions entering this agreement.

The parties hereto have caused this Agreement to be executed by their respective representatives, thereunto duly authorized, as of the date and year first written above.

City of Kingsland

Kenneth E. Smith, Sr.
Mayor

Terry Smith
Fire Chief

Attest: Linda O'Shaugnessy
City Clerk

City of St. Marys

John Morrissey
Mayor

Robert Horton
Fire Chief

Attest: Deborah Walker-Reed
City Clerk



Camden County Board of Commissioners

James J. Starline
Chairman

Mark Crews
Fire Chief

Attest: Katie Bishop
County Clerk



VIRTUAL ACADEMY

V-ACADEMY SOLUTION AGREEMENT

Cover Sheet

THIS V-ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("Effective Date") by and between V-Academy, a division of Savant Learning Systems, Inc. ("V-Academy"), and the law enforcement agency identified below ("Law Enforcement Agency").

A. WHEREAS, V-Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include V-Academy's custom on-line training management system ("TMS"), currently offered under the brand "V-Academy."

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and V-Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Elected Solutions

Package Options	Number of Users
Complete \$69 / officer / year - Full TMS & Unlimited course v	

V-ACADEMY, A DIVISION OF SAVANT
LEARNING SYSTEMS, INC.

By: _____
(signature)
Name: Tommy Legins
Title: EVP/CFO
Date: _____

(department name)
By: _____
(signature)
Name: _____
Title: _____
Date: _____

Attachment: V-Academy (1867 : Approval Of: Virtual Academy Agreement)

V-ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. **TMS Access.** V-Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. **V-Academy Warranty.** V-Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. V-Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. **Access.** V-Academy will use commercially reasonable efforts to provide continuous access to the V-Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of V-Academy. Law Enforcement Agency understands that V-Academy cannot guarantee access at all times. V-Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond V-Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. **Maintenance and Software Upgrades.** Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of V-Academy. V-Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. **Compliance with Certain Regulatory Requirements.**

a. **Privacy Protection.** Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. **Confidentiality.** To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents V-Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes V-Academy to monitor performance and/or service

level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and V-Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. **Intellectual Property.** V-Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). V-Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. **Proprietary Rights and Restrictions.** V-Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to V-Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to V-Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. **Trademarks.** During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants V-Academy a limited, non-exclusive license to use Law

Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling V-Academy's obligations and exercising V-Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of V-Academy, which V-Academy may withhold in its sole discretion.

11. Compensation. Law Enforcement Agency shall pay to V-Academy the amounts on the schedule set forth on the Cover Page.

12. Payment Terms. Payment is due upon receipt of invoice. Law Enforcement Agency and V-Academy hereby agree that:

a. Late payments are subject to an interest change of 1 1/2% per month, or the maximum rate permitted by law, if lower.

b. If V-Academy incurs costs in collecting overdue invoices, Law Enforcement Agency is responsible for collection costs including reasonable attorneys' and/or collection fees.

c. Law Enforcement Agency may not reduce or offset any amounts due to V-Academy.

d. Acceptance of partial payment from Law Enforcement Agency by V-Academy does not waive the right to collect the full amount due.

13. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to V-Academy a list of enrolled officers and officer identification as is needed for V-Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to V-Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by V-Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect V-Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training

officers, (ii) admission of officers to the training, (iii) evaluation of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of V-Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of V-Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

Indemnification.

a. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other party, including its officers, directors, employees and agents, against any losses, damages, or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against the other party and arising out of the indemnifying party's (i) gross negligence, willful misconduct or fraud; (ii) breach of the terms of this Agreement or (iii) failure to comply with any applicable law.

b. Without limiting the foregoing, Law Enforcement Agency agrees to indemnify and hold harmless V-Academy, and its officers, directors, employees and agents from all losses, damages, expenses and costs, including reasonable attorney's fees, resulting from or related to:

i. Any claim brought against V-Academy or its officers, directors, employees or agents alleging violation of a patent, copyright, trademark or trade secret based on any material that is generated by, altered by, modified by, distributed by, copied by or uploaded by any trainer, officer or staff member of Law Enforcement Agency or any individual or entity who gains unauthorized access to the TMS, courseware, instructional materials, software or source code due to a failure on behalf of Law Enforcement Agency to make reasonable efforts to prevent unauthorized access thereto or to maintain confidentiality of login information used by officers and instructors to access same;

ii. Any infringement of third party copyrights or patents by Law Enforcement Agency's management; and/or

iii. Any damages caused by materials uploaded or distributed via V-Academy's system and/or the training by the Law Enforcement Agency, including those materials which may: (x) contain malware; (y) include content determined to be illegal, including file sharing of third party intellectual property; or (z) contain defamatory content.

15. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) year. Notwithstanding the foregoing, unless V-Academy or Law Enforcement Agency provides written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable term, this Agreement shall renew for an additional (1) year term or as otherwise negotiated.

16. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If V-Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at V-Academy's option. In the event of termination following such breach, V-Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that V-Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

17. Effect of Termination. V-Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or termination of this Agreement, officer data may be destroyed at the discretion of V-Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

18. Limitation of Liability. Foregoing the following to the extent permitted by applicable law, excluding a party's fulfillment of its indemnification obligations hereunder, neither party shall be liable or responsible to the other party for any indirect, special, punitive, incidental, or consequential damages in connection with or arising out of this Agreement, even if that party has been advised of the possibility of such damages or it is otherwise foreseeable. V-Academy's total liability to Law Enforcement Agency for damages, costs, losses, or expenses relating to this Agreement is limited to the fees paid or owed by Law Enforcement Agency with respect to previous year.

19. Force Majeure. V-Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. V-Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

20. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes.

21. Governing Law. This Agreement is governed by the laws of the State of Tennessee. Legal action arising from this Agreement shall only be filed in the State of Tennessee. The parties waive any right to a jury trial.

22. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

23. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

24. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

25. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.



RFP #COK 17-013
BID TABULATION
Asphalt Resurfacing Project LMIG 17

Vendor	Cherry St.	Magnolia Ave.	Woodbridge Rd.	S. West St.	S. Arizona St.	N. Seaboard St.	S. West to Eleanor	Forrest Ridge Dr.	Total Cost of Project
Seaboard Construction Co.	\$18,430.19	\$24,860.78	\$78,299.19	\$14,023.14	\$14,023.14	\$24,987.26	\$29,237.52	\$26,422.85	\$230,284.07
Kudzue 3 Trucking & Paving	\$14,465.06	\$32,924.01	\$77,310.50	\$15,411.22	\$16,461.72	\$24,381.29	\$37,454.10	\$22,174.00	\$240,581.90
Charlie L Hester Construction, Inc.	\$20,588.85	\$42,820.19	\$90,261.89	\$14,433.13	\$14,333.13	\$26,343.92	\$42,920.19	\$27,732.77	\$279,434.07

*RFP was advertised on the City of Kingsland and GMA Websites.

**A JOINT RESOLUTION by the cities of Kingsland, St Marys, and Woodbine in support of maintaining the
Joint Development Authority Military Liaison**

WHEREAS, for over a decade the work of the Military Liaison for local military support organizations has been instrumental in fostering a mutually beneficial relationship with Kings Bay Naval Submarine Base, the United States Coast Guard Maritime Safety and Security Team Kings Bay (MSST 91108) and the Base contractor community; and

WHEREAS, greater Camden County is the beneficiary of the \$1.142 Billion

Billion annual impact from the Kings Bay Naval Submarine Base, and the \$ 8.6 Million Dollar annual impact from the Coast Guard Station at Point Peter; and

WHEREAS, The Military Liaison to the Joint Development Authority through the Camden Partnership was the catalyst behind the successful conversion effort of the Navy's four SSBN's to SSGNs, saving the USS FLORIDA and USS GEORGIA and their more than 600 personnel being homeported here in Kings Bay, addressing the wellbeing of our base and promoting, on a national level, the increased mission capabilities of our Navy base and our local defense industry; and

WHEREAS, due to the Military Liaison and Camden Partnership team's efforts the USCG MSST Unit in St. Marys was saved from the Obama Administration's budget ax saving an accumulated \$1.5 million in revenue for the City of St. Marys; and

WHEREAS, we support the efforts of the Joint Development Authority (JDA) to broaden Camden County's economic base working to recruit diversified industries to our area. We value and recognize the Military Liaison position within the Joint Development Authority and the Camden Partnership as a proven asset at the table in all matters relating to our Navy Base and Coast Guard Station; and our local defense contractors.

NOW, THEREFORE, we do hereby jointly ask and request that the Joint Development Authority fully fund the current fiscal annual line item in the Joint Development Authority budget for the Military Liaison position. This important link to our military and contractor community must continue its work in all matters relating to our NUMBER ONE EMPLOYER and maintain its vital role within the economic development umbrella of Camden County.

Kenneth E. Smith Sr., Mayor
City of Kingsland

John F. Morrissey, Mayor
City of St. Marys

Steven L. Parrot, Mayor,
City of Woodbine