CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● FEBRUARY 11, 2019

Regular Meeting	**City Council Chamber**	**6:00 PM**

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. The City of Kingsland Will Conduct a Public Hearing for the Purpose of Considering Application for Serving Complimentary Beer/Wine on Premise to Clients from "Luxury Brows Wax and Nail Bar", Owner Lien Kim. Location 109 Haddock Road, Unit 103, Kingsland, Georgia. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Girl Scout Troop 550 -

IV. ROLL CALL

Charles Grayson Day Jr.	Mayor
Alex Blount	Mayor Pro Tem
James W Galloway	Councilman
Michael J McClain	Councilman
Lamar Stokes	Councilman

V. CONSENT DOCKET

A. Approve the Council Minutes of the last regular Council Meeting

1. City Council - Regular Meeting - Jan 28, 2019 6:00 PM -

B. Approve the Agenda as Presented

C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. PRESENTATION

1. Presentation: City Seal - Mayor Charles Grayson Day Jr.

2. Presentation of Camden Wood Property (Parcel 107 044) from the Southeastern Trust for Parks and Lands to the City of Kingsland -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval Of: Rezoning 131 Boyce Street -

131 Boyce Street K22A01 005A is approximately a 2.75 acre parcel. Current zoning is R-1, proposed zoning would be R-4 Mobile Home. *Planning Commission recommends approval.*

2. Approval Of: Rezoning 107 042 Southeastern Trust for Parks and Lands -

Rezoning 107 042 from PD R-3 to I-L for a solar installation. With proper visual buffering provided by the solar development ordinance, and the limited options available for development of the surrounding parcels for residential or commercial use, the proposed project for this site would be a fitting use. *Planning Commission recommends approval.*

3. Approval Of: Rezoning Parcel 107 023 Settlers Hammock II -

Rezoning parcel 107 023 from PD R-3 to PD R-1 for single family residential development. Rezoning would be consistent with the adjacent and surrounding parcels and a continuation of the previous phase. *Planning Commission recommends approval*.

4. Approval Of: Rezoning 324 N. Lee Street from C-1 to R-1. -

The applicant has requested to have the parcel owned by Habitat for Humanity rezoned to R-1 for construction of a single family residence. The parcel is currently zoned C-1 Central Business District. Originally the parcel was part of the parcel to the north that Habitat has built a residence on, which is also in the C-1 district. The Kingsland Land Development Ordinance does not address single family residential housing in the ordinance. The property in question is also in the new Downtown Overlay District. Neither district is mutually exclusive of residential development. There are numerous other parcels in the districts that are zoned R-1. *Planning Commission recommends approval.*

5. Approval Of: Hoper Home Occupation -

Mr. Troy Hoper is requesting a Home Office Occupation Permit for Tax Map and Parcel Number 082L 038, 221 Lonesome Pine Court. Parcel is Zoned R-1. Proposed business is wood working.

Planning Commission recommends approval.

X. NEW BUSINESS

1. Approval Of: Application for Serving Complimentary Beer/Wine on Premise to Clients from "Luxury Brows Wax and Nail Bar", Owner Lien Kim. Located at 109 Haddock Road, Unit 103, Kingsland, Georgia. -
2. Approval Of: Quit Claim Deed, Southeast Trust for Parks and Land, Portion of Lot 5, Camden Woods -
3. Proclamation: February is Teen Dating Violence Awareness Month -
4. Approval Of: Purchasing Card Policy for Elected Officials -
5. Approval Of: Underground Storage Tank Compliance Management Agreement -

An agreement between the City of Kingsland and Carter Environmental Consulting, Inc. for annual training, testing, and compliance management for the city's underground storage tanks to ensure all Georgia EPD requirements are met. *Fleet Manager Ronnie Wise recommends approval.*

6. Approval Of: Property Damage Recovery Services Participation Agreement - City Manager Lee Spell

A service agreement for cost recovery services related to damage to city property as a result of motor vehicle accidents. GMA has vetted the service agreement and negotiated a discounted compensation percentage of 16.5% of recovered monies.

7. Approval Of: J-CAT MOU - Police Chief Darryl Griffis

A memorandum of understanding between the Camden County Sheriff's Office, Kingsland Police Department, and St. Marys Police Department defining the responsibilities and commitments of the participating agencies in the Joint Camden Action Team.

8. Approval Of: Declaration of Surplus Equipment for Auction -

Fleet Manager Ronnie Wise recommends approval

9. Approval Of: Councilman Michael McClain Appointment to the Downtown Development Authority Board -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

Bennett Surveying, Inc.

Surveyors and Land planners

Bennett Surveying, Inc.
102 Marsh Harbour Parkway, unit 103
Kingsland, Georgia 31548

Phone:912-673-8940
FAX: 912-673-8940
email: rogerbennett@tds.net

FEBRUARY 6, 2019

LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 5, CAMDEN WOODS SUBDIVISION, CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY GEORGIA SAID CAMDEN WOODS SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT DRAWER 25, MAP No. 6, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GROSS ROAD (A 110-FOOT RIGHT-OF-WAY GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT No. PR-179-1(039)), SAID POINT BEING THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF CAMDEN COUNTY (ACCORDING TO DEED RECORDED IN DEED BOOK 170, PAGE 424, PUBLIC RECORDS OF SAID COUNTY) BEING KNOWN AS HOWARD PEEPLES PARK AND RUN SOUTH 72°08'16" EAST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE EXTENSION THEREOF, A DISTANCE OF 1882.05 FEET TO NORTHEAST CORNER OF LOT 11 OF AFOREMENTIONED CAMDEN WOODS SUBDIVISION FOR THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF AFOREMENTIONED LOT 5, CAMDEN WOODS SUBDIVISION.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 72°08'16" EAST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LOT 5, A DISTANCE OF 777.05 FEET TO A POINT; THENCE IN A SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY DIRECTION THE FOLLOWING NINE (9) COURSES: COURSE No. 1 - SOUTH 26°08'51" WEST, A DISTANCE OF 128.56 FEET; COURSE No. 2 - SOUTH 41°45'30" WEST, A DISTANCE OF 281.88 FEET; COURSE No. 3 - SOUTH 51°58'33" WEST, A DISTANCE OF 286.68 FEET; COURSE No. 4 - SOUTH 46°43'30" WEST, A DISTANCE OF 167.30 FEET; COURSE No. 5 - SOUTH 23°42'14" WEST, A DISTANCE OF 111.57 FEET; COURSE No. 6 - SOUTH 11°12'31" WEST, A DISTANCE OF 199.96 FEET; COURSE No. 7 - SOUTH 16°39'53" EAST, A DISTANCE OF 155.18 FEET; COURSE No 8 - SOUTH 25°08'43" EAST, A DISTANCE OF 205.34 FEET; COURSE No. 9 - SOUTH 41°35'29" EAST, A DISTANCE OF 5.51 FEET; RUN THENCE NORTH 86°02'42" WEST, A DISTANCE OF 2023.79 FEET TO A POINT; RUN THENCE NORTH 20°40'03" EAST, 382.36 FEET TO A POINT; RUN THENCE NORTH 38°59'05" EAST, A DISTANCE OF 676.87 FEET TO A POINT; RUN THENCE NORTH 69°34'35" EAST, A DISTANCE OF 1343.38 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 52.02 ACRES, MORE OF LESS, AND IS SUBJECT TO ANY OTHER EASEMENTS WHICH MAY LIE WITHIN.

GEORGIA REGISTERED No. 2893 ERNEST R. BENNETT, JR. LAND SURVEYOR

ERNEST R. BENNETT, JR.
REGISTERED SURVEYOR No. 2893

DWG. No. B-1-704(A)-11-18

MAP TO SHOW SURVEY OF

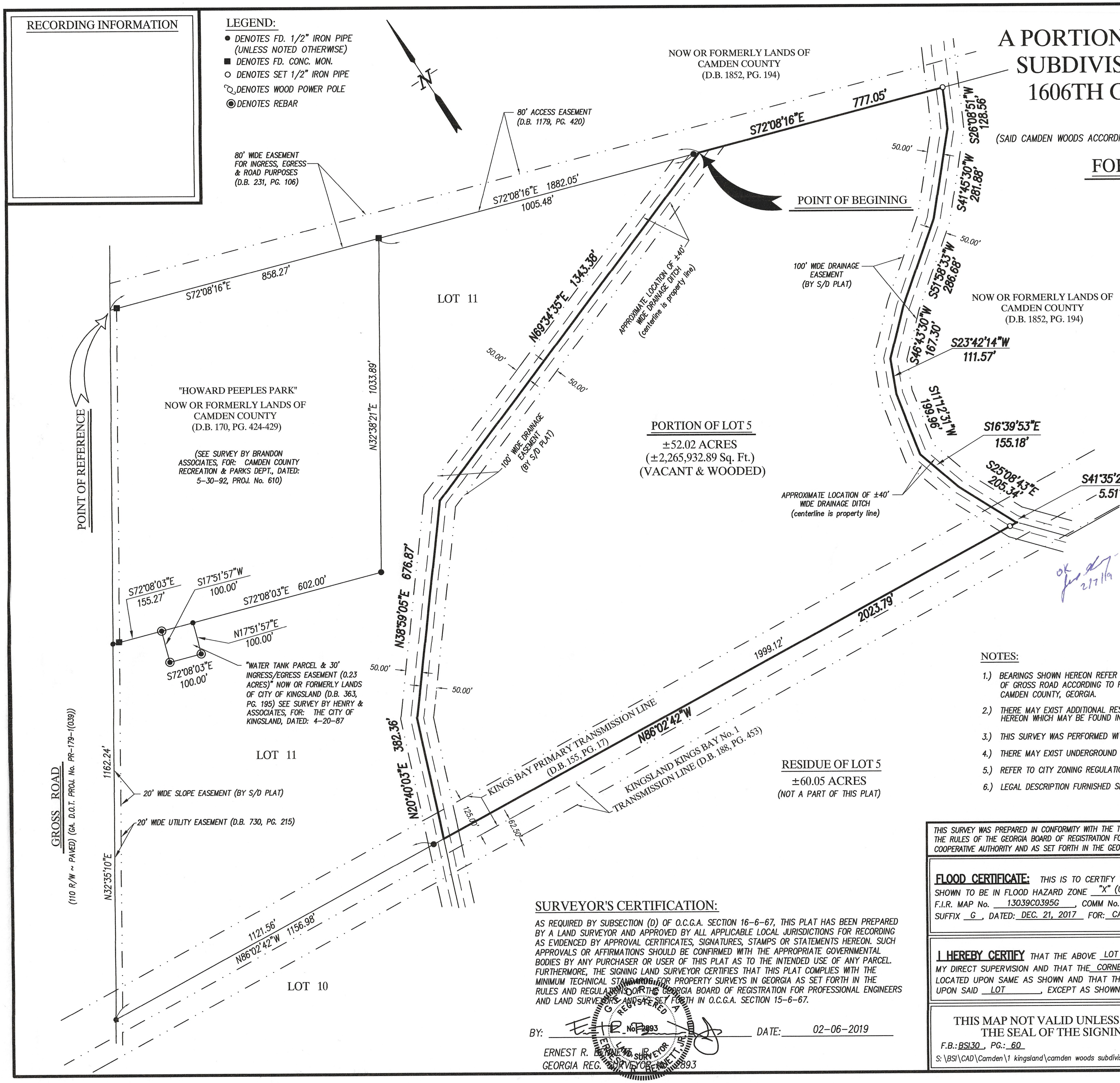
A PORTION OF LOT 5, CAMDEN WOODS SUBDIVISION, CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA

(SAID CAMDEN WOODS ACCORDING TO PLAT RECORDED IN P.D. 25, MAP No. 6, PUBLIC RECORDS CAMDEN COUNTY)

FOR: THE CITY OF KINGSLAND

RECORDING INFORMATION

LEGEND:
- DENOTES FD. 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)
- DENOTES FD. CONC. MON.
- DENOTES SET 1/2" IRON PIPE
- DENOTES WOOD POWER POLE
- DENOTES REBAR



OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID OWNER HAS CAUSED THE SUBDIVISION OF LAND SHOWN HEREON BY AN ACTUAL SURVEY, AND DOES HEREBY IRREVOCABLY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS AND EASEMENTS FOR THE PURPOSES THAT THEY ARE LABELED.

BY: ____________________ OWNER, AGENT ____________ DATE:

BY: ____________________ PRINTED NAME

MINOR PLAT CERTIFICATION:

THIS PLAT MEETS THE REQUIREMENTS FOR FILING WITH THE CLERK OF SUPERIOR COURT AS A MINOR SUBDIVISION AND HAS APPROVED THIS PLAT, MAP OR PLAN FOR FILING OR HAS AFFIRMED THAT APPROVAL IS NOT REQUIRED.

OK 2/7/19

Paul Speich — PLANNING & BUILDING DEPARTMENT — DATE: 2/7/2019

PAUL SPEICH — PRINTED NAME

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N32°35'10"E FOR THE SE'LY RIGHT-OF-WAY LINE OF GROSS ROAD ACCORDING TO PLAT RECORDED IN PLAT DRAWER 25, MAP No. 6, PUBLIC RECORDS OF CAMDEN COUNTY, GEORGIA.

2.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.

3.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A FORMAL TITLE REVIEW.

4.) THERE MAY EXIST UNDERGROUND UTILITIES THAT ARE NOT SHOWN ON THIS SURVEY.

5.) REFER TO CITY ZONING REGULATIONS FOR BUILDING SETBACK REQUIREMENTS.

6.) LEGAL DESCRIPTION FURNISHED SEPARATELY.

SCALE: 1" = 200' (0' 100' 200' 400')

SURVEYOR'S CERTIFICATION:

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 16-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO THE INTENDED USE OF ANY PARCEL. FURTHERMORE, THE SIGNING LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

BY: ____________________ DATE: 02-06-2019

ERNEST R. BENNETT, JR.
GEORGIA REG. No. 2893

GEORGIA REGISTERED LAND SURVEYOR No. 2893 ERNEST R. BENNETT, JR.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE GEORGIA SUPERIOR COURT OF CLERKS COOPERATIVE AUTHORITY AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

FLOOD CERTIFICATE: THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "X" (UNSHADED) AS PER F.I.R. MAP No. 13039C0395G, COMM No. 130238, PANEL No. 0395, SUFFIX G, DATED: DEC. 21, 2017 FOR: CAMDEN COUNTY, GEORGIA.

I HEREBY CERTIFY THAT THE ABOVE LOT WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THE CORNERS & IMPROVEMENTS ARE LOCATED UPON SAME AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON SAID LOT, EXCEPT AS SHOWN.

THIS MAP NOT VALID UNLESS THIS PRINT BEARS THE SEAL OF THE SIGNING SURVEYOR.

F.B.: BSI30, PG.: 60 SURVEY DATE: 11-01-18

S:\BSI\CAD\Camden\1 kingsland\camden woods subdivision\portionof lot5camdenwoods.dwg

DWN. BY: TLP CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
LICENSED SURVEY FIRM No. 1267
LICENSED BUSINESS No. 7815
(912) 673-8940

DWG. No. B-1-704(A)-11-18

City of Kingsland

Proclamation
February is
Teen Dating Violence Awareness Month

WHEREAS, dating abuse is a big problem affecting youth in every community across the nation; and

WHEREAS, nearly 1.5 million high school students nationwide experience physical abuse from a dating partner in a single year and nearly half (43%) of dating college women report experiencing violent and abusive dating behaviors; and

WHEREAS, one in three girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds rates of other types of youth violence; and

WHEREAS, girls and young women between the ages of 16 and 24 experience the highest rate of intimate partner violence, almost triple the national average; and

WHEREAS, violent behavior often begins between the ages of 12 and 18, the severity of intimate partner violence is often greater in cases where the pattern of abuse was established in adolescence; and

WHEREAS, only 33% of teens who were in an abusive relationship ever told anyone about the abuse, 81% of parents believe teen dating violence is not an issue or admit they don't know if it's an issue; and

WHEREAS, Teen Dating Violence Awareness Month will be recognized by participating in National Orange Day on February 12, 2019. National Orange Day is a day selected to wear any shade of orange to promote awareness about Teen Dating Violence; and

NOW THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Kingsland, Georgia that February 12, 2019 be recognized as National Orange Day.

PROCLAIMED ON: 11 February, 2019.

______________________________ ______________________________

Dr. C. Grayson Day, Jr., Mayor ATTEST: Linda O'Shaughnessy, City Clerk

City of Kingsland
Purchasing Card Policy

A. Overview

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated ("O.C.G.A.") which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. Purpose

The purpose of this policy is to set requirements and standards for the City of Kingsland Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official's public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The below list of officials have been authorized by the governing authority of the city to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy.

1. Mayor

2. City Councilmembers

D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(b) any documents related to purchases using government purchasing cards or government credit cards incurred by elected officials shall be available for public inspection.

E. Transaction Limits

Transaction limits are hereby established to insure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than $1000.00. The established monthly card limit is based upon the city's budgetary constraints and is not to exceed $ $3000.00 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

F. Purchasing Restrictions

1. Elected Officials may not use a government purchasing card or government credit card for the following:

    i. Any purchases of items for personal use.

    ii. Cash refunds or advances.

    iii. Any transaction amount greater than the transaction limits set for by this policy.

    iv. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.

    v. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.

    vi. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.

2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:

    i. Purchases of items for official city use which fall within the transactional restrictions of this policy.

    ii. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.

    iii. Emergency purchases necessary to protect city property.

G. Administrator

The city designates the finance office, as the program administrator of government purchasing cards or government credit cards. Such administrator shall:

a. Serve as a liaison between the city's cardholders and the issuers of such cards.

b. Maintain the cardholder agreement for all cardholders.

c. Provide instruction, training, and assistance to cardholders

d. Maintain account information and secure all cardholder information.

e. Keep cardholders up-to-date on new or changing information

f. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer.

g. Ensure all card accounts are being utilized properly as set forth by state law and this policy.

h. Define the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.

i. Identify any changes to named persons authorized to use a government purchasing car or government credit card.

j. Any other duties assigned by the municipal governing authority.

H. Accounting and Auditing

The Administrator, in an effort to ensure compliance with city policy and state law, will conduct monthly reviews and audits of all government purchasing card or government credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly review and audit should happen within 15 days of the start of a new month. After completing the monthly audit the Administrator shall notify cardholders of any violations or questions the Administrator has that occurred within that previous month. Depending on the severity of the violation, the Administrator may suspend or revoke the use of the government purchasing card or government credit card after notification to the cardholder and to the municipal governing authority, but only after consultation with the city attorney. Any unresolved violations should be reported to the municipal governing authority and the city attorney in writing within 30 business days.

I. Violations

The use of a government purchasing card or government credit card may be suspended or revoked when the Administrator, after consultation with the city attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the government purchasing card or government credit card. The government purchasing card or government credit card shall be revoked whenever a cardholder is removed from office with the city and shall be suspended if such elected official has been suspended from office.

J. Agreement

Before being issued a government purchasing card or government credit card under this policy and state law, all authorized users of government purchasing cards or government credit cards shall sign and accept below indicating that such user will use such cards only in accordance with the policies of the city and with the requirements of state law.

____________________________ ____________________________

Name Printed Signature

Date: __________________________

Mr. Lee Spell
City of Kingsland
PO Box 250
Kingsland, Georgia 31548

Annual Compliance Management Program

RE: City of Kingsland
687 North Lee Street
Kingsland, Georgia 31548
Facility ID: 9020126

The compliance management program has an annual fee of $700 ($900 beginning in 2020).

The program includes:

- An annual physical inspection of the site to ensure the facility is equipped to comply with the UST rules and regulations
- A complete review of compliance documents
- Scheduling of all required testing such as line, leak detector, cathodic protection tests, etc.
- Completing Annual Tank Registration
- Corresponding to Georgia EPD when necessary
- Maintaining release detection records
- Assisting with Class C operator training requirements

Terms: The terms of this agreement shall be for 12 months beginning on the effective date of this agreement. This agreement shall be automatically renewed for an additional 12 month each year unless customer gives written notice to cancel agreement at least 45 days prior to renewal date.
Payment: Customer shall pay $700 for the first year of the program and will pay $900 for each year thereafter. All other services (annual line tests, etc.) not listed above will be billed separately and payment will be due upon receipt of invoice.
Confidentiality: Carter Environmental Consulting, Inc. (CEC, Inc.) agrees to maintain confidentiality of any compliance or sales information provided by the Customer. CEC, Inc. will not release any information without written consent from the Customer.
Additional Terms: Customer agrees to defend, indemnify, and hold harmless CEC, Inc. from and against any and all claims, suits, actions, losses, penalties, fines, and of any nature whatsoever, including reasonable attorney's fees, expert witnesses fees, and consultant fees, and court costs arising from the Customer's ownership, use and operation of its Underground Storage Tank System or resulting from (1) Consultant's breach of this Agreement; and/or (2) Consultant's negligence or intentional misconduct.

______________________	Alisha V. Carter
Lee Spell	Alisha V. Carter, CEO
City of Kingsland	Carter Environmental Consulting, Inc.
Date: ______________________	Date: 2/4/2019

PO Box 203, Hoboken, Georgia 31542 Phone (912)550-2213 / Fax (888)551-0931
alisha@acarterenvironmental.com

Model PRS-Participant Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [PRS Agreement Number]

This Agreement for Property Damage (Third Party Responsible) Recovery Services ("Agreement") is made and entered into by and between Peachtree Recovery Services, Inc., ("Product or Service Provider" or "PRS") and the City of Kingsland ("CLIENT") and is effective on the date signed by both of them (the "Effective Date".)

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below ("Services") in accordance with the terms of this Agreement, which have been negotiated by Georgia Municipal Association, Inc. for use by such municipal governments; and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS's industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3,** and **A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

a. PRS shall retain sixteen and one-half per cent (16.5%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-three and one-half percent (83.5%) for each claim to CLIENT.
b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in "Notices" below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact's information.

d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT's property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and conditions negotiated between the Georgia Municipal Association and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than $1,000,000 per claim and $2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

[Name of Primary Contact at CLIENT – First Last, Title]
[Physical Address of CLIENT]
[Email of Primary Contact at CLIENT]
[Phone Number of Primary Contact at CLIENT]

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad
Vice President
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.

c. Dispute Resolution.

i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

   Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.

h. Assignment of Agreement**.** PRS may not assign this Agreement.

i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.

k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.

l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.

m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

____________________________**(CLIENT)**	**Peachtree Recovery Services, Inc. (PRS)**
By:____	By:_______________________________
Name:_____________________________________	Name: ____________________________
Title:______________________________________	Title:_______________________________
Date:______________________________________	Date:_______________________________

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.

2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.

3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Kingsland ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.

4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.

6. Recovery of claims less than three thousand dollars ($3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as “further efforts not warranted,” provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT’s roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of [enter departments, such as Safety and Legal Services]as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
   a. Payment process for non-insured motorists
   b. Legal actions against responsible parties
   c. Court Appearances

D. Documentation

PRS shall prepare the following:
1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars ($500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of $4,500.00, which includes a base recovery claim of $4,000.00 plus a Charged Administrative Fee of $500.00, and the responsible third party pays the entire $4,500.00, then the $500.00 is a Paid Administrative

Fee. PRS will deduct the $500.00 from the amount recovered and use $4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only $4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered ($4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are "PRS Charged Expenses."

b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages "on top" of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of $50.00 when preparing a $4,000.00 claim, PRS will request $4,050.00 from the responsible third party, with $50.00 being the PRS Charged Expense. If the responsible third party pays $4,050.00, the $50.00 is a Reimbursed Expense. PRS will keep the $50.00 and use $4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only $4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.

c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys' fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT's Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT's Litigation Costs and CLIENT's portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT's Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars ($100) that are not covered under the CLIENT's insurance policiesto PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars ($100).

2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.

2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.

3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.

4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes PD3 losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it 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, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

____ ______________________________
Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

Peachtree Recovery Services, Inc.

Property Damage (Third Party Responsible) Recovery Services

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

Executed on_____________, 20___, in____________________(city),________________________(state).

____ ___________________________________
BY: Service Provider Authorized Officer or Agent Date

____
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:

Exhibit A.4

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it 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, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

____

Federal Work Authorization User Identification Number Date of Authorization

___________________________________ ___________________________________

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____________, 20___, in___________________(city), _______________________ (state).

___________________________________ ___________________________________

BY: Subcontractor Authorized Officer or Agent Date

____

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

Joint Camden Action Team
J-CAT
Memorandum of Understanding
MOU

Introduction and Purpose

The Joint Camden Action Team (J-CAT) is devised as a law enforcement's challenge to the criminal elements operating in the multi-jurisdictional Camden County area. Our hope is that it will assist in providing an expeditious solution to more serious types of crimes. It is recognized that the law enforcement investigative staff of some jurisdictions cannot be sufficiently staffed to provide the saturation-type of investigation, which may be necessary to affect a solution in cases.

It is anticipated that a major case investigation, if necessary, will be conducted on a twenty-four hour basis over a span of several days. The Unit may, or therefore, be divided into shifts. The times and division will be at the discretion of the lead agency.

Joint Camden Action Team
J-CAT
Memorandum of Understanding
MOU

A. Parties. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies".

1. Camden County Sheriff's Office
2. Kingsland Police Department
3. St. Marys Police Department

B. Purpose.

This MOU delineates the responsibilities and commitments of the Participating Agencies in the Joint Camden Action Team, hereafter referred to as J- CAT.

C. Mission.

The mission of J-CAT is to investigate and apprehend criminals and protect our communities from violent crimes, such as, Murders/ Homicides, Arm Robberies, Sexual Assaults, Narcotics, Gangs, and threats involving Computers and Computer Networks. The J-CAT is established on the premise that the capabilities of law enforcement agencies to investigate violent crimes are enhanced in a TEAM setting involving the sharing of resources and expertise. The J-CAT will direct its primary enforcement efforts to narcotics and criminal gang activities on a daily basis. However, if one of the other violent crimes listed above occurs, it will take priority or work in conjunction with an ongoing case until it is resolved. If one of the violent crimes occurs within one of the Participating Agencies jurisdiction, the team member from that agency will be the lead case agent in the investigation.

D. Prosecutions.

A determination will be made for each J-CAT investigation on whether the matter should be submitted for filing in federal or state court. This determination shall be based on the evidence obtained and a consideration of which method of prosecution will result in the greatest benefit to the overall objectives of the J-CAT and the community.

Joint Camden Action Team
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E. Administrative Responsibilities.

1. Shared Responsibilities: All participants of the J-CAT acknowledge that this is a joint operation with all Participating Agencies acting for a common goal. Accordingly, the mission and objectives of the J-CAT will be a shared responsibility of the Participating Agencies. All investigations resulting in any seizures, to include U.S. currency, vehicles and real property that is the direct result of a J-CAT operation/ investigation will be equally divided between all Participating Agencies through either U.S. District Courts or the Camden County District Attorneys' Office.

2. Lead Agency: The Camden County Sheriff's Office is the lead agency for daily operational control, management, supervision of, and responsibility for operations of the J-CAT. The Camden County Sheriff's Office will keep the Participating Agencies Chief Law Enforcement Officer informed of all current operations, including but not limited to, on-going complex investigations, arrest, and seizures.

F. Personnel.

1. Membership: The J-CAT shall consist of a combined body of investigators and support personnel from the Participating Agencies. It shall be limited to full-time, GA POST certified law enforcement officers. Each member will be sworn in by the Sheriff of Camden County as a deputy to alleviate any concerns about jurisdictional boundaries. The member may serve only with the knowledge and consent of the Chief Law Enforcement Officer of his/ her agency. Those selected must accept assignments as given, follow prescribed procedures and be able to offer loyalty and enthusiasm to their supervisor in no less degree than would be afforded their home agency.

2. Responsibility for Conduct: Personnel assigned to J-CAT may not engage in any activity which, either in appearance or in fact, conflicts with their duties at the J-CAT. In addition to the requirements set forth in this MOU, each Participating Agency shall ensure that their employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies applicable to those of their respective agency and that of J-CAT.

3. Assignment to the J-CAT: Personnel selections for the J-CAT are at the discretion of the Camden County Sheriff's Office and each respective Participating Agency. Personnel will be selected based on the needs of the J-CAT and Participating Agencies. As a general matter, all personnel shall work in a full-time capacity at the J-CAT and make a minimum one-year work commitment to the J-CAT due to the specialized nature of the work and applicable training.

Joint Camden Action Team
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G. Information Management.

1. Records and Reports: All J-CAT investigative records will be maintained at the J-CAT Office (Sheriff's Office-Substation). Investigative documents will be stored on the New World electronic database in order to enhance information sharing among J-CAT and other investigators.

2. Non-disclosure Agreement: J-CAT information only may be disseminated on a need-to-know basis and as expressly permitted. No J-CAT information may be disseminated outside of the J-CAT without the express permission of the Camden County Sheriff's Office and Participating Agencies in accordance with applicable laws and internal regulations, procedures.

3. Media: No member of the J-CAT will unilaterally discuss or otherwise reveal information relating to J-CAT investigations, or other related investigations known to them, to any media representatives. All releases of information to the media on J-CAT matters will be mutually agreed upon and coordinated jointly under the supervision of the Camden County Sheriff's Office, Participating Agencies, and District Attorney's Office.

H. Liability/ Insurance.

1. Each Participating Agency shall save and hold harmless and defend any other agency from and against all claims and liability for loss, damage, or injury or death of third parties caused by or attributable to its own officer engaged in activities of the J-CAT, except for willful misconduct.

2. Each Participating Agency will accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its officer(s) while engaged in the J-CAT activities.

3. Each Participating Agency shall, during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its officer(s). This will include, but not limited to, coverage of officer and vehicle while operating a vehicle, even though the vehicle may be owned by another agency.

Joint Camden Action Team
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I. Salaries and Funding.

1. Salary and Compensation: Salaries, benefits, taxes and withholdings of the J-CAT members will be paid by their respective agencies.

2. Overtime: Overtime may be compensated to J-CAT members by their respective agencies in accordance with their applicable overtime provisions.

3. Funding: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds; this MOU is instead a basic statement of the understanding between the parties of the tasks and methods required for a successful J-CAT. Unless otherwise agreed in writing, each party shall bear its own cost in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Participating Agencies understand that personnel assigned to the J-CAT remains employees if their respective components of government, and agree to supply necessary equipment items, including vehicles and uniforms.

J. Termination/ Modification of the MOU.

A Participating Agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. Should a Participating Agency terminate its participation, it must return any equipment to the supplying entity. Similarly, as soon as practicable consistent with ongoing investigations, remaining agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during its J-CAT participation. Any modification of this MOU will be effected with the written mutual consent of the involved parties.

K. No Third Party Rights.

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party (other than a Participating Agency of J-CAT entering into a similar MOU with the Camden County Sheriff's Office) against the parties hereto, the United States, or the officers, employees, agents, or other associated personnel thereof.

Joint Camden Action Team
J-CAT
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L. Effective Date and Additional Parties.

This MOU shall become effective when signed and dated by the Camden County Sheriff's Office and the duly authorized representative of at least one other agency. The parties anticipate that the Camden County Sheriff's Office will enter into similar MOUs with other Participating Agencies.

SO AGREED on behalf of the entities/ organizations below:

Print Name: James K Proctor Title: Sheriff Agency: Camden CO Sheriff Office Date:	Print Name: Darryl Griffis Title: Chief Agency: Kingsland Police Department Date:	Print Name: Tim Hatch Title: Chief Agency: St. Marys Police Department Date:
Print Name: Title: Agency: Date:	Print Name: Title: Agency: Date:	Print Name: Title: Agency: Date:

The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

KINGSLAND FLEET SERVICES
595 S. GROVE BLVD.
KINGSLAND, GA 31548
912-729-6833/FAX# 912-729-3841

February 1, 2019

MEMO

TO: Lee Spell, Acting City Manager
CC: Linda O'Shaughnessy, City Clerk

FR: Ronnie Wise, Fleet Services Director

RE: Declaration of Surplus Equipment for auction 2/2019

I would like to request the following items be declared as surplus at the February 11, 2019 Council Meeting; and if approved, have the purchasing department place the items on govdeals.com for auction.

1. 1998 Jeep Cherokee Sport #4709; VIN: 1J4FT68S3WL282694
2. 1997 Dodge B2500 Van #1929; VIN: 2B5WB35Z6VK528010
3. 1990 Ford TW15 #1911; VIN: A923493
4. 1996 Dodge Ram #8703; VIN: 3B7HC13Y4TG115153
5. 2004 Dodge Intrepid #4318; VIN: 2B3HD46V44H702486
6. 2003 Ford Crown Vic #2203; VIN: 2FAFP71WX3X148587
7. 1988 Ford E-250 w/Utility Box #3240; VIN: 1FDKE37H6JHC21463
8. 1990 Ford F-350 #2227; VIN: 1FDKF37M9LNB29441
9. 1989 International RR Truck #3204; VIN: 1HTLAZPM8KH665825
10. 1998 International VACCON #3819; VIN: 1HTGCADTOWH561280
11. 1998 Jeep Cherokee #4702; VIN: 1J4FT68S1WL258927
12. 1999 Jeep Cherokee #4705; VIN: 1J4FT68S3XL537264
13. 2005 Ford Crown Vic #2945; VIN: 2FAFP71W35X145453
14. 2004 Ford Crown Vic #2823; VIN: 2FAFP71W14X151606
15. 2004 Ford Crown Vic #2817; VIN: 2FAFP71W44X151597
16. 1991 Ford F-350 #3331; VIN: 1FDJF37G6MNA26825
17. 1999 Jeep Cherokee #4705/1125; VIN: 1J4FT68S1XL537263
18. 1999 Ford F-150 #3103; VIN: 1FTRF17Z4WKB97154
19. 2008 Ford Crown Vic #2290; VIN: 2FAFP71V08X144210
20. 1995 Gradall XL4100 #1900; VIN: 416225
21. 2015 Kubata Zeroturn Mower #1935; VIN: 15164
22. 2015 Kubata Zeroturn Mower #1936; VIN: 15604
23. AMBULANCE BODY ONLY