CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● FEBRUARY 24, 2020

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. Public Hearing for the Purpose of Considering the Application for the Sale of Beer/Wine on Premise Consumption with Food from "Moochie's Soup and Sandwich Shop", Owner Mary C. Collazo. Location of Business, 102 Marsh Harbour Parkway, Unit 100, Kingsland, Georgia. -

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

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

VI. PRESENTATION

1. Airport - Mr. Shawn Boatright, Deputy County Administrator, Camden County -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. PLANNING AND ZONING

1. Approval Of: Quit Claim Deed, Lake Victoria, Phase III Subdivision -

X. NEW BUSINESS

1. Approval Of: Alcohol Beverage License for the Sale of Beer/Wine, on Premise Consumption with Food from "Moochie's Soup & Sandwich Shop", Owner, Mary C. Collazo. Location of Business is 102 Marsh Harbour Parkway, Unit 100, Kingsland, Georgia. -
2. Approval Of: Paymentus Agreement -

Paymentus PayPal Supplemental Solution will offer utility customers option to pay their utility bill with PayPal, PayPal Credit, and Venmo accounts through our web portal for a flat convenience fee of $2.25 per transaction. Customers will have the option to sign up for payment reminders and other notifications.

3. Approval Of: GEMA/HS Grant Agreement -

GEMA Homeland Security has awarded $25,258.00 to Kingsland Fire Department for the purchase of Hazmat Equipment.

4. Approval Of: Adoption Agreement Premium Only Plan and Certificate of Resolution -

Amended Section 125 Cafeteria Plan Premium Only Plan

5. Bid Award: Request for Qualifications-Preliminary Engineering Services -

Request for Qualifications to provide preliminary engineering services for the Boone Street Corridor Pedestrian and Bicycle Improvement Project has been solicited. Based on qualifications and evaluation criteria scoring outlined in the RFQ, the review committee is recommending Thomas & Hutton Engineering Company. This project is funded by the Transportation Alternatives Program (TAP) grant.

6. Bid Award: Police Interceptor Equipment and Installation -

Bid award is for the purchase and installation of equipment on five (5) SUV police interceptors. *Staff recommends West Chatham Warning Devices, Inc. These items are not budgeted and will need funding allocation with mid-year revisions.*

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

Please return to:
Kinney & Kinney, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 6TH day of February, 2020, between Soncel Construction, Inc., a Georgia corporation, of the first part, and the City of Kingsland, Georgia, a municipal corporation of the State of Georgia, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of $10.00 and other valuable considerations in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT CLAIM to the said party of the second part, its successors and assigns, all that lot, tract, or parcel of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

> All of Walnut Way (a 60-foot right-of-way) more fully and accurately shown and described on that certain plat of survey of Lake Victoria, Phase III subdivision, prepared by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 7, 2018, recorded in Plat Book 2018, page 80, Camden County, Georgia, records.

Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of Lake Victoria, Phase III subdivision.

TO HAVE AND TO HOLD the said bargained premises to the said party of the second part, so that neither the said party of the first part nor its successors and assigns, nor any other person or persons claiming under it shall at any time by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set the hands and seals of the respective officers, the day and year above written.

Soncel Construction, Inc.
a Georgia corporation

By: ______________________(SEAL)
Its vice president

Signed, sealed, and delivered
in the presence of:

Rebecca Bryant
Witness

Janet Lynn Richards
Notary Public

JANET LYNN RICHARDS
Notary Public, Georgia
Camden County
My Commission Expires
July 30, 2022

STATE OF GEORGIA NOTARY PUBLIC

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland, Georgia, a municipal corporation of the State of Georgia, has previously approved the subdivision plat of Lake Victoria Phase III subdivision, as more fully and accurately shown and described on that certain plat of survey of same by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 7, 2018, recorded in Book 2018, page 80, Camden County, Georgia, records.

WHEREAS, all streets and other improvements required under ordinances of the City of Kingsland, Georgia, a municipal corporation of the State of Georgia, have been completed and accepted by the City of Kingsland, Georgia, a municipal corporation of the State of Georgia; and

WHEREAS, Soncel Construction, Inc., a Georgia corporation, has tendered to the City of Kingsland, Georgia, a municipal corporation of the State of Georgia, a deed conveying the following property:

> All that lot, tract, or parcel of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:
>
> All of Walnut Way (a 60-foot right-of-way) more fully and accurately shown and described on that certain plat of survey of Lake Victoria, Phase III subdivision, prepared by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 7, 2018, recorded in Plat Book 2018, page 80, Camden County, Georgia, records.
>
> Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of Lake Victoria, Phase III subdivision.

which deed is acceptable to the City of Kingsland, Georgia, a municipal corporation of the State of Georgia;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Soncel Construction, Inc., a Georgia corporation, to the City of Kingsland, Georgia, a municipal corporation of the State of Georgia, conveying the aforesaid streets and easements within the subdivision, dated ________________, is hereby accepted by the City of Kingsland, Georgia, a municipal corporation of the State of Georgia.

THIS ________ day of ______________, 2020.

City of Kingsland, Georgia, a municipal corporation of the State of Georgia

By: ________________________(SEAL)
Its Mayor

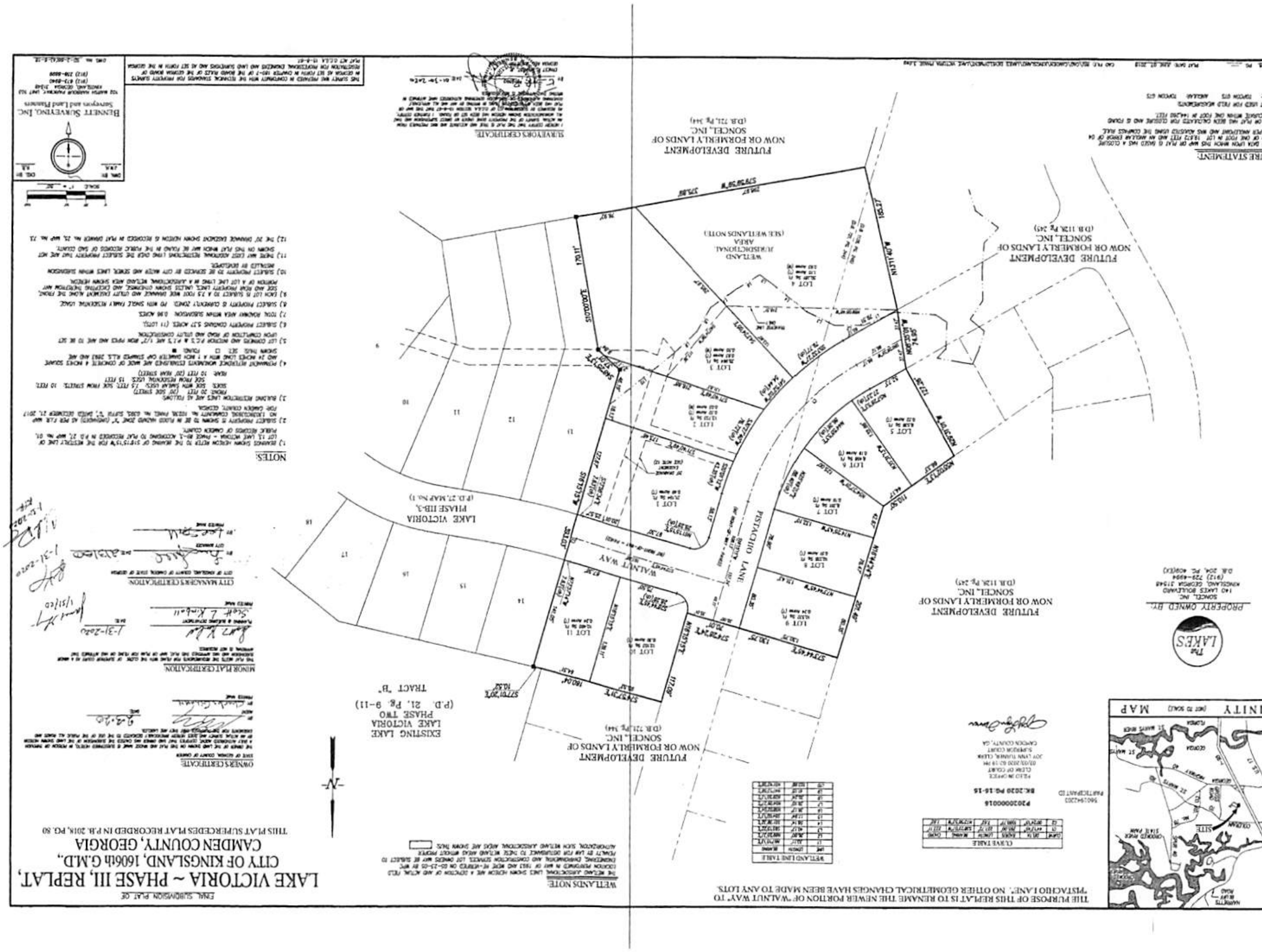
Attest: ____________________________(SEAL)
Its Clerk

CLERK'S CERTIFICATE

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this _________day of ___________, 2020.

____
Linda O'Shaughnessy



Attachment: Quit Claim Lake Victoria (3019 : Approval Of: Quit Claim Deed, Lake Victoria, Phase III Subdivision)

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Kingsland, Georgia
Client Address:	107 S Lee Street P.O. Box 250 Kingsland, GA 31548
Contact for Notices to Client:	Filiz Morrow
Estimated Yearly Bills / Invoices:	12,000

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below, by and between the Client identified above ("Client") and **Paymentus Corporation**, a Delaware corporation ("Paymentus").

WHEREAS Paymentus desires to provide and Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the schedules listed below:

Schedule A: Paymentus Service Fee Schedule

Schedule B: Paymentus Service Fee Schedule, Additional Services

This Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Paymentus:

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Paymentus

GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "**Agreement** "or "**Contract**" shall refer to this Agreement, as amended from time to time.

1.2 **"Approved Payment Types"** shall mean credit and debit means of payment, such as Visa®, MasterCard®, Discover®, E-check and other payment methods as deemed necessary by Paymentus, except as excluded on Schedule A.

1.3 "**Average Bill Amount**" shall mean the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.4 "**Effective Date**" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until that date.

1.5 "**Excess Payment Amount"** shall mean the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.6 **"Fee Assumptions"** shall mean information used to calculate the Paymentus Service Fee (as defined in Section 3.2.1), including the projected Average Bill Amount, projected payment method mix (credit vs debit vs e-check) and that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed 5% of the total Payment Amount of all card Payments processed that month.

1.7 **"Initial Setup"** shall mean the first personalization and activation of the standard service as specified during the implementation process.

1.8 "**Launch Date**" shall be the date on which Client launches the Services to the Users.

1.9 **"Non-Qualified Transaction"** shall mean (i) a Payment made with a card generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card association that are higher than those charged for transactions with cards issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs that Client may be participating in. These high-cost cards may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 "**Payment**" shall mean payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.11 **"Payment Amount"** shall mean the amount of a Payment.

1.12 **"Paymentus Authorized Processor"** shall mean a Paymentus authorized merchant account provider and payment processing gateway.

1.13 "**Reversed or Charged-back Transactions**" shall mean cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.14 "**Services**" shall mean the performance of the payment and related services by Paymentus as set forth in Section 2 of this Agreement.

1.15 "**User**" shall mean the users of Client's services.

Paymentus

2 Description of Services to be Performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Approved Payment Types. Payments may be made by Interactive Telephone Voice Response System (“IVR”) or secure Internet interface provided at the Paymentus web site or other websites that are part of Paymentus’ Instant Payment Network (“Websites”), collectively referred to as the (“System” or “Platform”). Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of either or both of the Web and IVR interfaces to its standard service.

3.2.1 Paymentus Service Fee

Paymentus will charge each User or Client a Service fee for each Payment (“Paymentus Service Fee”) as provided in Schedule A. If so provided in Schedule A, the Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

For each Payment, the Paymentus Service Fee will be collected and Paymentus will pay the corresponding processing and related fees of the Approved Payment Types (“Transaction Fees”) except for fees related to Reversed or Charged-back Transactions.

A schedule of Paymentus Service Fees is attached as Schedule A. The Paymentus Service Fee is based on the Fee Assumptions. Client shall be billed additional Paymentus Service Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. In the event of changes in the card or payment system rules or changes in credit card fees or if the Fee Assumptions prove to have been materially incorrect, the Service Fees set forth in Schedule A may be amended. However, any such amendment shall require the written assent of Client, which shall not be unreasonably withheld. . The amended Service Fee shall take effect 30 days after Client’s written assent, unless otherwise agreed.

4 Payment Processing

4.1 Integration with Client’s Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. The Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client’s billing system (“Client Specific Integration”).

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client’s software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Paymentus platform and its respective modules selected under this Agreement, Paymentus will require the following integration points:

(i) For one-time Payment Module:

a. Customer Information – Text File or Real-time

b. Payment Posting – Text File or Real-time

(ii) For Recurring Payment Module

a. Text File

(iii) For E-billing Module

a. Billing Data - Text File or Real-time link to billing data

(iv) For Outbound Notification

a. Audience File – Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Paymentus website or IVR to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

For PCI Compliance, Client has two options for using Paymentus platform:

(i) Paymentus Fully Hosted Solution; or

(ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus' fully hosted service where Paymentus uses its own platform to capture Payments and to manage the entire (end to end) user experience from the following channels for Payment acceptance: Web, Mobile, IVR, POS devices operated by Client's employees (per Paymentus recommended setup), recurring payments, Ebill Presentment ("Paymentus Fully

Hosted Solution"). If Client chooses any other integration, such as third party web pages integrated with Paymentus APIs, third party gateway pages, or its own IVR systems or other POS or customer self-service solutions, or a cashiering module from a third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Client recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under those circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications, such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, or accepting or storing card transactions, that party is required to be PCI compliant as the systems are in scope.

4.4 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Service Fee to be charged to a card and electronically obtain the User's approval of the charges prior to initiating card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the card transactions.

4.6 Card Authorization

For authorization purposes, Paymentus will electronically transmit all card transactions to the appropriate card-processing center, in real time as the transactions occur.

4.7 Settlement

Paymentus together with its authorized card processor shall forward the payment transactions, and when paid by User, the corresponding Paymentus Service Fee to the appropriate card organizations for settlement (other than the Paymentus Service Fee) directly to Client's depository bank account previously designated by Client (hereinafter the "Client Bank Account"). When as provided in Schedule A Client pays the Paymentus Service Fee, Paymentus will invoice Client and debit the fees from Client's account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Charged-back Transactions

With respect to all Reversed or Charged-back Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organizations) to debit the Client Bank Account for the Payment Amount and Paymentus shall refund to the card organization for credit back to the User the corresponding Paymentus Service Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Charged-back Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 <u>General Conditions of Services</u>

5.1 Service Reports

Paymentus shall provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will make Paymentus' Services available to its residential and commercial Clients by different means of Client communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate the Paymentus option to its end residential and commercial Clients wherever Client usually communicates its other payment methods.

5.3 Independent Contractor

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in this Agreement, Client shall co-operate with Paymentus by:

(i) Entering into all applicable merchant card, cash management, ACH origination, or kiosk agreements.

(ii) Keeping throughout the duration of this Agreement a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on Client's website. The phone number for IVR payments will also be added to the web site. Client will also add the IVR payment option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of the merchant account setup.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

6 Governing Law

This Agreement shall be governed by the laws of the state of Georgia, without giving effect to any principles of conflicts of law.

7 Miscellaneous

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Post or a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client

C/O: Filiz Morrow
Address: 107 S Lee Street P.O. Box 250 Kingsland, GA 31548
Email: fmorrow@kingslandgeorgia.com

To Paymentus

C/O: President and CEO
Address: 13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277

Email: ceo@paymentus.com

Notices shall be declared to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and signed by the parties to this Agreement.

7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.7 Confidentiality

Client will not for any purpose inconsistent with this Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of this Agreement about Paymentus' business, including the terms of this Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with this Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

7.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.9 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

Client shall be relieved from its obligations under this contract in the event that Client's ability to comply with the contract is impaired by war, natural disaster, catastrophe, or any other similar emergency creating conditions under which Client's compliance with the contract would become impossible or create a substantial financial burden upon Client or its taxpayers.

8 <u>Indemnification</u>

8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless Client and its governing officials, agents, employees, and attorneys (collectively, the "Client Indemnitees") from and against all third-party liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Paymentus, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "Paymentus Indemnitees") from and against all third-party liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Paymentus Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

8.4 Limitation of Liability

Notwithstanding the foregoing, Paymentus shall not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

9 <u>Term and Termination</u>

9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 7 (seven) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of this Agreement.

9.2 Material Breach

A material breach of this Agreement shall be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 business days' notice.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by Client in writing.

Paymentus

Schedule A – Paymentus Service Fee Schedule (Convenience Fee)

Paymentus Service Fee charged to the User will be based on the following table:

Payment Type	Paymentus Service Fee
Regular Utility Bill: Average Payment Amount: Residential: $80.00 ○ Solution Components Include: • PayPal/Venmo/PayPal Credit • Outbound Customer Notifications • Paymentus Payment Processing Services • Staff Portal	 Flat Fee of $2.25

Reversed or Charged-back Transaction fee to Client will be: $9.95 per item.

Note: Maximum Amount per Payment is $300.00. Multiple payments may be made.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Paymentus

Schedule B – Paymentus Service Fee Schedule, Additional Services

Paymentus Service Fee charged to Client will be based on the following tables:

Paymentus Enterprise Communication Manager (ECM)

Paymentus Enterprise Communications consists of outbound IVR (Integrated Voice Response – automated phone messaging), email, and SMS (Short Message Service – Text Messaging).

There is no charge by Paymentus to Client for the infrastructure enabling these services.

The fee to Client is charged on a per use basis, as follows:

- Up to 750 monthly messages (IVR, Email & SMS) per month: No Charge
- In excess of Allotted Messages per month:
  - $0.20 per IVR message
  - $0.20 per Email message
  - $0.20 per SMS message
- Implementing Client's customization of the outbound message: No Charge

FISCAL YEAR 2019
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

Kingsland Fire Department

GRANT: #74

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2019 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of $25,258.00 to Kingsland Fire Department as Subrecipient, in accordance with the Fiscal Year 2019 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2019, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2021. No modifications to the Budget can be made after the termination date, November 30, 2021, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY19 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY19 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A — Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit B — National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit C — Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit D — Program Information Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit E — Tangible Property Report (KEEP FOR REFERENCE)

Exhibit F — U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2019-SS-00072, Agreement Articles (KEEP FOR REFERENCE)

Exhibit G — Approved Budget Cost Line(s) (KEEP FOR REFERENCE)

Exhibit H — DHS/FEMA Fiscal Year 2019 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

   https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the [Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below].

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

   The following reporting periods and due dates apply:

   - First Quarter October 1 – December 31 Due January 31
   - Second Quarter January 1- March 31 Due April 30
   - Third Quarter April 1 – June 30 Due July 31
   - Fourth Quarter July 1 – September 30 Due October 31

   FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. Data Universal Numbering System (DUNS) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2019 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

    a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

    b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

    c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY19 HSGP DHS/FEMA NOFO (Exhibit M).

    d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

    1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2019 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2019 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2019 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2019 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Kingsland Fire Department by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

   For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY19 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

S. The Subrecipient agrees that funds from the FY 2019 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY19 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2019 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY19 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Kingsland Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director of Homeland Security
Printed Name and Title of Signatory

02 / 11 / 2020
Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

____ / ____ / ____
Date of Signature

58-6000601
Agency FEID (XX-XXXXXXX)

021340021
Agency DUNS Number (XXXXXXXXX)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form <u>is OPTIONAL for Non-Governmental Agencies</u>

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.training.fema.gov/nims. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.
Additional NIMS guidance can be found at http://www.fema.gov/national-incident-management-system.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ **IS-800** National Response Framework, An Introduction
  - ☐ **ICS-200** ICS for Single Resources and Intial Action Incidents
  - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☐ **ICS-400** Advanced ICS for Command and General Staff
  - ☐ **IS-701** NIMS Mutliagency Coordination Systems (MACS)
  - ☐ **IS-702** NIMS Public Information Systems
  - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

____
Agency

__________________________ | ______________
Authorized Signature | Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

____

____

____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

EXHIBIT D

Georgia Emergency Management and Homeland Security Agency

2016 Non-Profit Security Grant Program Tangible Property Report

Report All Equipment Expenses Greater Than $5,000

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number

Adoption Agreement (2020)

For City of Kingsland

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: City of Kingsland**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2020**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective April 1, 2008.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2020**, and end on **March 31, 2021**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
   a. (X) State of Georgia
   b. ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
   - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
   - **Group-Term Life Insurance up to $50,000.** The $50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides $20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to $30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
   - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
   - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by______________________________
City of Kingsland

Certificate of Resolution (2020)

For City of Kingsland

Section 125 Premium Only Plan

Plan Year Ending March 31, 2021

The undersigned Secretary or Principal of **City of Kingsland** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on 24 February 2020 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective April 1, 2020 presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By____

City Manager

Bid Tabulation
Police Interceptor Equipment and Installation
RFP #20-020
Tuesday, February 18, 2020 @ 2:00 PM

Vendor	2017 Ford Expedition (Chief)	(2) 2013 Chevrolet Tahoe (Patrol)	2012 Chevrolet Tahoe (Investigations)	2011 Chevrolet Tahoe (Investigations)	Total Delivery Fees	Total Cost	ETA
Brannen Motor Company	N/A	$15,400.00	$7,700.00	$7,700.00	N/A	$30,800.00	60 Days
West Chatham Warning Devices	$8,152.13	$42,199.68	$9,777.84	$9,777.84	$750.00	$70,657.49	60 Days
Mobile Communications of America	$9,429.00	$45,150.00	$11,334.00	$11,334.00	N/A	$77,247.00	14-21 Days
Chief Supply Corp.							No Bid Submitted
Dana Safety Supply							No Bid Submitted
Interceptor Public Safety Products, Inc.							No Bid Submitted
McLaggan Communications							No Bid Submitted

Request for Proposal was advertised on GMA and City of Kingsland websites.

Bid Tabulation
Police Interceptor Equipment and Installation
RFP #20-020
Tuesday, February 18, 2020 @ 2:00 PM

2017 Ford Expedition Police Interceptor

West Chatham Warning Devices

Quantity	Item Description	Unit Price	Total
1	Streamlight Stinger DS LED Rechargeable Flashlight with 12-Volt DC Charger Part #75812	$ 100.84	$ 100.84
1	Whelen IX08UFX. XLP low current 2 piece front inner edge	$ 300.00	$ 300.00
1	Setina Ford Expedition Law Enforcement SUV Cargo Barrier Rear Partition Cage 12VS, metal wire view area	$ 345.00	$ 345.00
1	Havis Console with cup holders, arm rest, and filler plates Part # C-VS-1200-EXPD-1	$ 245.29	$ 245.29
1	Setina Aluminum PB400 , PB6 Wrap Fender guards	$ 675.00	$ 675.00
2	Whelen TLIB. Tion Blue. Mounted on side view mirrors	$ 81.00	$ 162.00
1	Whelen 295SLSA6 combination siren/light controller	$ 325.00	$ 325.00
1	Whelen SA315P 100 Watt speaker with SAK23 Speaker mount	$ 135.00	$ 135.00
1	Tufloc key lockable Rear Cargo box 2017 Ford Expedition 36-010	$ 871.00	$ 871.00
1	3 Way Power Supply with Switch	$ 20.00	$ 20.00
1	Big Sky Racks gun rack	$ 268.00	$ 268.00
1	Whelen HOWLER/HWLRB2. Low frequency siren with bracket	$ 453.00	$ 453.00
1	Dominator TIR3 Super LED Series 8 lamp, 30.36", Requires Eight D	$ 375.00	$ 375.00
2	Whelen WIONB ION LED lights Blue (Push Bumper)	$ 75.00	$ 150.00
1	Motorola XPR 5550, External Speaker, Antenna VHF 1/4 Wave HAD 4008	$ 870.00	$ 870.00
4	Whelen VTX609B ON HEADLIGHTS / TAILLIGHTS	$ 65.00	$ 260.00
6	Whelen WIONSMB RUNNING BOARD LIGHTS. 3 mounted on each side	$ 75.00	$ 450.00
2	Whelen TLIB tag lights	$ 81.00	$ 162.00
3	Whelen TLMIB. Hatch lights	$ 75.00	$ 225.00
4	Federal Signal 416300 Series	$ 65.00	$ 260.00
1	Add Big Sky UCB Bar (no front partition)	$ 150.00	$ 150.00
	Misc hardware, lightbar, S&H		
	Add Labor		$ 1,350.00
	Total		**$ 8,152.13**

Two (2) 2013 Chevy Tahoe Police Interceptor

(2 Vehicles)

Quantity	Item Description	Unit Price	Total
1	Streamlight Stinger DS LED Rechargeable Flashlight with 12-Volt DC Charger Part #75812	$ 100.84	$ 201.68
1	Whelen GB2EEEE Legacy Light Bar Blue/White Front. All Blue Rear	$ 1,650.00	$ 3,300.00
1	Setina Center Slide Partition with Lowers	$ 655.00	$ 1,310.00
1	Havis Console with cup holders, arm rest, and filler plates	$ 464.00	$ 928.00
1	Setina Aluminum PB400 , PB6 Wrap Fender guards	$ 853.00	$ 1,706.00
2	Whelen TLIB. Tion Blue. Mounted on side view mirrors	$ 81.00	$ 324.00
1	Whelen 295SLSA6 combination siren/light controller	$ 325.00	$ 650.00
1	Whelen SA315P 100 Watt speaker with SAK24 Speaker mount	$ 135.00	$ 270.00
1	Window Bars for Rear	$ 255.00	$ 510.00
1	Setina TPO Transport Seat with Center Pull Seatbelt System and steel door panels	$ 720.00	$ 1,440.00
1	3 Way Power Supply with Switch	$ 20.00	$ 40.00
1	STA-Dual SL Stalker Radar/Dual Gun KA Band/Remote Display Cable 155221100 Counting unit mounted in console and display on dash or to windshield (NOT VELCRO Mounted)Stalker -047509600 (antenna stud mt) Decatur S773-235a-0 (windshield ant bkt)	$ 1,995.00	$ 3,990.00
1	Cable connection from stalker to Watchguard 4RE	$ 85.00	$ 170.00
1	Watchguard 4RE Camera system (Wireless) W/ZSL Camera	$ 5,107.00	$ 10,214.00
3	Whelen AVW21BB Avenger Light Dual Blue/Blue (1) Front Dash) (2 Rear Deck)	$ 75.00	$ 450.00
2	Whelen WIONB ION LED lights Blue (Push Bumper)	$ 75.00	$ 300.00
1	Cardiac Science Powerheart G5 AED Defibrillator	$ 1,795.00	$ 3,590.00
1	Motorola XPR 5550, External Speaker, Antenna VHF 1/4 Wave HAD 4008	$ 870.00	$ 1,740.00
1	Chevy Tahoe 2013 Law Enforcement SUV Cargo Barrier Rear Partition Cage	$ 300.00	$ 600.00
1	Tufloc key lockable Rear Cargo box 2013 Tahoe 36-009	$ 878.00	$ 1,756.00
1	Big Sky Rack	$ 268.00	$ 536.00
4	Whelen VTX609B ON HEADLIGHTS / TAILLIGHTS	$ 65.00	$ 520.00
6	Whelen WIONSMB RUNNING BOARD LIGHTS. 3 mounted on each side	$ 75.00	$ 900.00
2	Whelen TLIB tag lights	$ 81.00	$ 324.00
2	Whelen TLMIB. Hatch lights	$ 75.00	$ 300.00
1	Outer edge OE13UR8	$ 450.00	$ 900.00
6	ION E rear 3 per side of third break light	$ 75.00	$ 900.00

Attachment: Bid Tabulation Itemized 2020 Kingsland PD Various Vehicle Bid (3009 : Bid Award: Police

1	No-Drill Laptop Mount, and computer stand/ platform for Heavy Duty Trucks	$ 415.00	$ 830.00
	Add Labor		$ 3,500.00
	Total		**$ 42,199.68**

2012 Chevrolet Tahoe Police Interceptor (Investigations)

Quantity	Item Description	Unit Price	Total
1	Streamlight Stinger DS LED Rechargeable Flashlight with 12-Volt DC Charger Part #75812	$ 100.84	$ 100.84
1	Whelen IX13UFX. XLP low current 2 piece front inner edge	$ 300.00	$ 300.00
1	Chevy Tahoe 2012 Law Enforcement SUV Cargo Barrier Rear Partition Cage metal wire view area	$ 300.00	$ 300.00
1	Havis Console with cup holders, arm rest, and filler plates	$ 464.00	$ 464.00
1	Setina Aluminum PB400 , PB6 Wrap Fender guards	$ 853.00	$ 853.00
2	Whelen TLIB. Tion Blue. Mounted on side view mirrors	$ 81.00	$ 162.00
1	Whelen 295SLSA6 combination siren/light controller	$ 325.00	$ 325.00
1	Whelen SA315P 100 Watt speaker with SAK24 Speaker mount	$ 135.00	$ 135.00
1	Tufloc key lockable Rear Cargo box 2012 Tahoe 36-009	$ 878.00	$ 878.00
1	3 Way Power Supply with Switch	$ 20.00	$ 20.00
1	Big Sky Rack	$ 268.00	$ 268.00
1	Dominator TIR3 Super LED Series 8 lamp, 30.36", Requires Eight D	$ 375.00	$ 375.00
2	Whelen WIONB ION LED lights Blue (Push Bumper)	$ 75.00	$ 150.00
1	Cardiac Science Powerheart G5 AED Defibrillator	$ 1,795.00	$ 1,795.00
1	Motorola XPR 5550, External Speaker, Antenna VHF 1/4 Wave HAD 4008	$ 870.00	$ 870.00
4	Whelen VTX609B ON HEADLIGHTS / TAILLIGHTS	$ 65.00	$ 260.00
6	Whelen WIONSMB RUNNING BOARD LIGHTS. 3 mounted on each side	$ 75.00	$ 450.00
2	Whelen TLIB tag lights	$ 81.00	$ 162.00
2	Whelen TLMIB. Hatch lights	$ 75.00	$ 150.00
4	Federal Signal 416300 Series	$ 65.00	$ 260.00
1	Add Big Sky UCB Bar (no front partition)	$ 150.00	$ 150.00
	Add Labor		$ 1,350.00
	Total		**$ 9,777.84**

2011 Chevrolet Tahoe Police Interceptor (Investigations)

Quantity	Item Description	Unit Price	Total
1	Streamlight Stinger DS LED Rechargeable Flashlight with 12-Volt DC Charger Part #75812	$ 100.84	$ 100.84
1	Whelen IX13UFX. XLP low current 2 piece front inner edge	$ 300.00	$ 300.00
1	Chevy Tahoe 2011 Law Enforcement SUV Cargo Barrier Rear Partition Cage metal wire view area	$ 300.00	$ 300.00
1	Havis Console with cup holders, arm rest, and filler plates	$ 464.00	$ 464.00
1	Setina Aluminum PB400 , PB6 Wrap Fender guards	$ 853.00	$ 853.00
2	Whelen TLIB. Tion Blue. Mounted on side view mirrors	$ 81.00	$ 162.00
1	Whelen 295SLSA6 combination siren/light controller	$ 325.00	$ 325.00
1	Whelen SA315P 100 Watt speaker with SAK24 Speaker mount	$ 135.00	$ 135.00
1	Tufloc key lockable Rear Cargo box 2011 Tahoe 36-009	$ 878.00	$ 878.00
1	3 Way Power Supply with Switch	$ 20.00	$ 20.00
1	Big Sky Rack	$ 268.00	$ 268.00
1	Dominator TIR3 Super LED Series 8 lamp, 30.36", Requires Eight D	$ 375.00	$ 375.00
2	Whelen WIONB ION LED lights Blue (Push Bumper)	$ 75.00	$ 150.00
1	Cardiac Science Powerheart G5 AED Defibrillator	$ 1,795.00	$ 1,795.00
1	Motorola XPR 5550, External Speaker, Antenna VHF 1/4 Wave HAD 4008	$ 870.00	$ 870.00
4	Whelen VTX609B ON HEADLIGHTS / TAILLIGHTS	$ 65.00	$ 260.00
6	Whelen WIONSMB RUNNING BOARD LIGHTS. 3 mounted on each side	$ 75.00	$ 450.00
2	Whelen TLIB tag lights	$ 81.00	$ 162.00
2	Whelen TLMIB. Hatch lights	$ 75.00	$ 150.00
4	Federal Signal 416300 Series	$ 65.00	$ 260.00
1		$ 150.00	$ 150.00
			$ 1,350.00
			$ 9,777.84