



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 26, 2021

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 an Alcohol Beverage License for Luxury Nails & Spa of Kingsland -

Ms. Christy Bui, owner of Luxury Nails and Spa of Kingsland, is applying for an Alcohol Beverage License for complimentary beer and wine consumption on premise. The business is located at 109 Haddock Road, Suite 103, Kingsland, Georgia.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

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. RECOGNITION

1. Life Saving Recognition to Officer Cameron Wilkinson -
2. Recognition Of: Lieutenant Richard Sapp Retirement -

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. Approval Of: Alcohol Beverage License for Luxury Nails and Spa of Kingsland -

Ms. Christy Bui, owner of Luxury Nails and Spa of Kingsland, is applying for an Alcohol Beverage License for complimentary beer and wine consumption on premise. The business is located at 109 Haddock Road, Suite 103, Kingsland, Georgia.

2. Mayor Day Appointment to Kingsland Planning Commission to Fill Vacancy -

Mr. Matthew Hooks will replace Mr. Eric Snook, who resigned May 2021, with a term to expire December 31, 2022.

3. Request for Proposals for Citywide Voice Over Internet Protocol (VOIP) and Internet Services -

The city issued an RFP for VoIP Services on June 3rd. Competitive proposals are unable to provide required services. *Staff recommends rejecting all proposals.*

4. Approval Of: Renewal of Service Contract with TDS -

Renewal of Camden Telephone and Telegraph Company, LLC Telecommunications Service Agreement for Managed IP and other services. This is a 60-month agreement with the option to terminate without penalty after 36 months. This agreement lowers the current cost of services by approximately \$29,000. *Staff recommends approval.*

5. Bid Award: Purchase of One (1) 12,000 Pound Symmetrical 2-Post Lift for Fleet Services -

Staff recommends low bidder, Lewis Tool & Equipment.

6. Approval Of: Resolution 2021-09 - Protection for Okefenokee Swamp -

A resolution to help protect the integrity of the Okefenokee Swamp and the natural resources many communities depend on.

7. Approval Of: Georgia Power Illumination Contract for the Meadows Phase V -

A Lighting Services Agreement to establish the terms and conditions under which Georgia Power Company will install and provide lighting service to Phase V of The Meadows Subdivision. Initial cost is \$19,000.00 and monthly recurring cost is \$210.84 for 12 locations. Funding source for initial cost is SPLOST. *Staff recommends approval.*

8. Discussion: ARPA Consulting Agreement -

Discussion of a draft professional service agreement with Camden Connection to provide services related to the American Rescue Plan Act funding.

9. Approval Of: Amended Contract for Services Between City of Kingsland and Camden Community Crisis Center, Inc. -

A one-time amendment to an existing service agreement to provide additional emergency funding for Camden House.

10. Approval Of: Cancellation of August 9, 2021 City Council Meeting Due -

Cancellation of August 9, 2021 City Council meeting due to schedule conflicts with the annual Georgia Municipal Association (GMA) Conference, which is scheduled for August 6-10, 2021 in Savannah, Georgia.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

XII. AGENDA ITEMS



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3591

AGENDA ITEM (ID # 3591)

**Public Hearing for the Purpose of Considering the
Application for an Alcohol Beverage License for Luxury Nails
& Spa of Kingsland**

Ms. Christy Bui, owner of Luxury Nails and Spa of Kingsland, is applying for an Alcohol Beverage License for complimentary beer and wine consumption on premise. The business is located at 109 Haddock Road, Suite 103, Kingsland, Georgia.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3594)

DOC ID: 3594

Life Saving Recognition to Officer Cameron Wilkinson



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Recognition
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3603)

DOC ID: 3603

Recognition Of: Lieutenant Richard Sapp Retirement



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3592

AGENDA ITEM (ID # 3592)

Approval Of: Alcohol Beverage License for Luxury Nails and Spa of Kingsland

Ms. Christy Bui, owner of Luxury Nails and Spa of Kingsland, is applying for an Alcohol Beverage License for complimentary beer and wine consumption on premise. The business is located at 109 Haddock Road, Suite 103, Kingsland, Georgia.



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

Planning and Community Development Staff Report

City Council Meeting Date: July 26, 2021

Agenda Item: New Alcohol License for Complimentary Beer & Wine Consumption on Premises for Christy Bui, owner of Luxury Nails& Spa of Kingsland, LLC

Summary: Christy Bui has applied for an alcohol license for complimentary beer & wine consumption on premises. The business is located at 109 Haddock Rd. suite 103 and Ms. Bui resides at 302 Gary Circle in St. Mary's. The required background checks and fingerprint process was completed on Ms. Bui. The former owner of the nail spa had an existing alcohol license with the city at the same location.

Zoning: I-L (Light Industrial)

Staff Recommendation: **Chief of Police Robert Jones and the Planning Department Staff recommends approval of the Alcohol License.**

Scott L. Kimball

Planning & Zoning Director

Attachment: Luxury Nail Alcohol License (3592 : Approval Of: Alcohol Beverage License for Luxury Nails and Spa of Kingsland)

The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full knowledge that any statement herein, given falsely shall constitute perjury and may result in the revocation of the license granted or the refusal to grant such license. The applicant agrees to comply and abide by the City's Alcoholic Beverage Ordinance.

Applicant further acknowledges that application must be fully completed at the time of filing and that applications may not be supplemented, amended, or revised after filing with the Clerk, except to correct misspelling or names.

APPLICANT HEREBY AGREES AND CONSENTS PURSUANT TO PUBLIC LAW 93-579 OF THE PRIVACY ACT OF 1974, THE DISCLOSURE OF INFORMATION OBTAINED IN THIS APPLICATION MAY BE SUBMITTED TO ANY AGENCY OF THE CITY, COUNTY, STATE, AND FEDERAL GOVERNMENT FOR THE PURPOSES OF OBTAINING THE NECESSARY INFORMATION TO PROCESS THE APPLICATION.

INITIAL

CB I have read, understand, and will comply with all rules and regulations set forth in Ordinance No. 2003-23. (Available for viewing at City Hall, Kingsland Community Planning & Development Building, or online at www.kingslandgeorgia.com)

Sworn to and subscribed to this 22nd day of June, 2021

Chae
APPLICANT (s)

WITNESS

NOTARY PUBLIC
(SEAL)



To be completed by City Officials

Recommendation of Police Chief Planning Dir. ☒ Approve

Disapprove Initials

Recommendation of Police Chief Planning Director ☒ Approve

Disapprove Initials

Recommendation of Building Insp. ☒ Approve

Disapprove Initials

Date of Publication _____

Dates of Reading by Council _____

Council Voted to: Approve Disapprove Initials

Date License Issued (subject to Council Approval): _____

Notice of the public hearing on the application for the license shall be published once a week for two weeks in the official newspaper of the city wherein legal advertisement are published. After the application is complete and all information is received by the license officer, a public hearing will be scheduled on the application by the council. In addition, if the proposed location does not have an existing license, a sign shall be posted by the license officer on premises at least 15 days prior to the public hearing.



License # _____

City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548

Phone: (912) 729-5613 Fax: (912) 729-7618

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Application will not be accepted unless filled out completely.
(An investigation fee of \$250.00 is due upon submittal.)

NOTE: *For on-premise sales and consumption of alcoholic beverages, you **MUST** meet the following requirements:*

- (1) Must be located within the proper zoning district;
- (2) Eating establishments:
- (3) Lounges located within hotels or motels where food is served and consumed:
Must have a seating capacity of at least 50 people;
- (4) Private Clubs or association of individuals organized for fraternal or charitable purposes, must have a membership of at least 25 members.

The above requirements are more clearly defined in Sec. 3-3 of Ordinance 2003-23, as amended.

TYPE OF LICENSE APPLYING FOR: (Initial all that applies):

Malt Beverage (Beer) Retail

Packaged to Go: _____

Consumed on Premises: _____

Wine Retail

Packaged to Go: _____

Consumed on Premises: _____

Complimentary Beer/Wine Consumed on Premises ☒ _____Intoxicating Liquor (distilled/Spirituos Liquors) By the Drink
Consumed on Premises _____

Type of Business (Check one): _____ Restaurant ☒ Retail Store _____ Private Club *Nail & Spa Sale*
 _____ Hotel Lounge _____ Hotel In-Room Service _____ Bowling Alley
 _____ Golf Course/Club House _____ Temporary-Daily *PA*

Seating Capacity: 20 Zoning District: I-L

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared the undersigned applicant for a license or permit for the sale of alcoholic beverages in the City of Kingsland, Georgia, and, being first duly sworn, on oath, states that the information given, statements made, and questions answered in this application are true and correct:

1. State the official name under which the business or establishment to be licensed will be conducted:

Christy Bui - Luxury Nails & Spa of Kingsland, LLC

Address of Applicant 302 GARY CIR. ST. MARYS, GA 31558

Phone Number: 832-359-9319

Applicant's Date of Birth _____ S.S.N. _____ Race A

2. State the business name under which the business or establishment to be licensed:

LUXURY NAILS & SPA OF KINGSLAND
 Address: 109 HADDON RD STE 103 KINGSLAND, GA 31548

3. If applicant is a partnership of any kind, state the names, Social Security numbers, telephone Number and mailing addresses of all members of the partnership:

CHRISTY BUI [REDACTED]
302 GARY CIR ST. MARYS, GA 31558

4. Attached a copy of partnership Agreement or Articles of Partnership to this Application.

5. If Applicant is a corporation, state the following:

- (a) Shareholders' names, Social Security numbers, telephone numbers, and addresses:

- (b) Officers' names, Social Security numbers, telephone numbers, and addresses:
 President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

6. If applicant is a corporation, attach a copy of the Articles of Incorporation:

7. State the name(s), Social Security number(s), telephone number(s), and mailing address (es) of any Persons or entities, other than those named above, who have any financial interest or beneficial ownership interest in the establishment or business to be licensed:

SEE ATTACHMENTS

8. State the name(s), Social Security number(s), and mailing address(es) and birth date(s) of each Manager the establishment or business licensed:

SEE ATTACHMENTS

9. State whether or not the above-named manager(s) has ever been convicted of a crime or has been the subject of an alcoholic beverage license suspension or revocation by the State of Georgia or any other city or jurisdiction:

NA

10. If the response to the preceding was in the affirmative, state the date, nature, and name of said revoking or suspending body or agency:

N/A

11. State whether or not the applicant and/or any of the officials, entities, or persons named above have ever been convicted of violating any ordinance, regulation, or law of any jurisdiction with regard to the sale or distribution of alcoholic beverages:

N/A

12. If your response to the preceding was in the affirmative, give a detailed description of such violation, including the name of the jurisdiction where the violation occurred:

N/A

13. State whether or not any of the individuals or entities identified above have been convicted of any crime and, if so, state a detailed description which includes the nature of the offense, date of conviction, and name of the jurisdiction:

N/A

14. If applicant or any of the individuals or entities named above holds an alcohol beverage license from any other jurisdiction or from the State of Georgia, state the name of each such jurisdiction and of the licensed location for any State license or attach a copy of each such license to this application:

N/A

15. If the location for which the license is sought has been or is now licensed, state the name of the Business or establishment and the name of the license:

Luxury Brows Wax & Nail Bar
owner - Lien Kim

16. IF MY APPLICATION IS APPROVED, I CERTIFY:
 (Please initial each of the following)

CB That I will abide by all the requirements of the City of Kingsland Code, law of the State of Georgia, and regulations of the State Department of Revenue.

CB That I will abide by the opening and closing hours and days on which sales are prohibited as set forth in the Kingsland Code.

CB That I will not attempt to transfer any license granted except under the terms and conditions as set forth in the City of Kingsland Code.

CB That the business in which I propose to sell alcoholic beverages to be consumed on the premises is not within 600 feet of any church, school ground, college campus, any business catering primarily to teenage persons, or any city-owned or city operated recreational facility (except as approved by council).

CB That if a license, as applied for, is granted, I will allow my business premises to be open to inspection at any time by City Officials authorized to conduct inspections of business premises.

CB That if I fail to comply with the City of Kingsland code, laws of the State of Georgia, or regulations of the Department of revenue, I understand that my license may be suspended and that no license fee paid shall be refundable.

____ That if a license for Malt Beverage or Wine Packaged to Go is issued to me, I will sell only in the original, unbroken packaged and will not allow alcoholic beverages to be consumed on premises.

____ That the building in which alcoholic beverages are to be sold has been completed according to the Southern Standard Building Code and evidence of ownership or a copy of the lease to said premises is attached hereto.

CB That I have never been convicted of any felony involving moral turpitude.

CB That I or any proposed employee have not been convicted for the violation of any law involving alcoholic beverages, gambling, or tax law violations. If yes, please list the names, type of conviction, and job title below.

17. List three references who are not family/relatives or current or future employees:

1. LIEN KIM	153 PINEBLUFF BLVD W	KINGSLAND, GA	912 408 7306
Name	Address		Phone
2. JOHN NGUYEN			912 464 6736
Name	Address		Phone
3. THOMAS NGUYEN	100 BAMBOO	KINGSLAND, GA 31	832 437 1518
Name	Address		Phone

18. If at current address for less than three years, list previous address:

6326 Bright Falls Lane Katy, TX 77449

19. Have you ever been convicted of any felony? NO If sp please describe:

20. List any Alcoholic Beverages License currently held, include address and state):

N/A

21. List any Alcoholic Beverages Licenses previously held, include address and state):

N/A

22. Have you had any administrative sanctions brought against you by any state regulatory agency regarding alcohol sales? NO

CITY OF KINGSLAND, GEORGIA
SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) FORM
O.C.G.A. § 50-36-1(E)(2) AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, as referenced in O.C.G.A. § 50-36-1, from the City of Kingsland, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ☒ I am a United States citizen.

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2) ☐ I am a legal permanent resident of the United States. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____ (please attach copy of document)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Kingsland (City), Ga (State).

[Signature]
 Signature of Applicant

6/22/21
 Date

CHRISTY BUI
 Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE 22 DAY OF June, 2021.

Business License Acct. No. _____

Sales Tax ID No. _____
 (If Applicable)

[Signature]
 NOTARY PUBLIC/SEAL

My Commission Expires: _____



E-VERIFY FORM
CITY OF KINGSLAND AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE

By executing this affidavit under oath, as an applicant for a(n) Alcohol License
 [Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in
 O.C.G.A. § 36-60-6(d), from the City of Kingsland, Georgia, the undersigned applicant representing the private employer
 known as Luxury Nails & Spa of Kingsland [printed name of private employer] verifies one of
 the following with respect to my application for the above mentioned document:

- 1)
- a) On January 1st of the below signed year the individual, firm, or corporation employed more than ten (10) employees.
 - b) ✓ On January 1st of the below signed year the individual, firm, or corporation employed less than ten (10) employees. (**Exempt from E-Verify Program**)

If the employer selected 1(a) please fill out Section 2 below.

2) The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

 Federal Work Authorization User Identification Number

 BUSINESS ACCOUNT NO.

 Date of Authorization

 SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed in Kingsland (City), Ge. (State).

Christy Bui 6/22/21
 Signature of Applicant Date

CHRISTY BUI
 Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE 22 DAY OF June, 2021.

Scott L. Kimball
 NOTARY PUBLIC/SEAL

My Commission Expires:





COGENT  SYSTEMS
Georgia Applicant Processing Services

Acknowledgement

I authorize Cogent Systems, Inc. to conduct a fingerprint based criminal history record check of me.

I understand that Cogent Systems, Inc. will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

I understand that the electronic results of this fingerprint check will be received by Cogent Systems, Inc. and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that Cogent Systems, Inc. will not maintain a copy of my record and that Cogent Systems, Inc. meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

By: _____



Date: _____

6/22/21



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3586

AGENDA ITEM (ID # 3586)

Mayor Day Appointment to Kingsland Planning Commission to Fill Vacancy

Mr. Matthew Hooks will replace Mr. Eric Snook, who resigned May 2021, with a term to expire December 31, 2022.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3596)

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Bid Award
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3596

9.3

Request for Proposals for Citywide Voice Over Internet Protocol (VOIP) and Internet Services

The city issued an RFP for VoIP Services on June 3rd. Competitive proposals are unable to provide required services. *Staff recommends rejecting all proposals.*

Bid Tabulation
RFP #COK 21-026
Citywide VOIP Phone and Internet Services
Tuesday, July 20, 2021 @2:00

Vendor	Cost per Month	Total Turn Key Cost (Annually)	Notes
Core Technologies, Inc.	\$4,151.19	\$49,814.28	Cannot meet requirements stated in the Scope of Services described in the Request for Proposal
UnitiFiber	\$5,165.00	\$61,980.00	Cannot meet requirements stated in the Scope of Services described in the Request for Proposal
TDS	\$7,045.46	\$84,545.52	Meets all requirements

Request for Proposal was advertised on City of Kingsland and GMA Websties

*This contract is for al 2 year term with the option to renew annually.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3597)

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3597

9.4

Approval Of: Renewal of Service Contract with TDS

Renewal of Camden Telephone and Telegraph Company, LLC Telecommunications Service Agreement for Managed IP and other services. This is a 60-month agreement with the option to terminate without penalty after 36 months. This agreement lowers the current cost of services by approximately \$29,000. *Staff recommends approval.*



Telecommunications Service Agreement

7/16/2021

Customer Information - Service Address		Account Number: 912-729-5613
Business Name: City of Kingsland		Main Yellow Page Heading: On file
Street: 105 W William Ave		Ordered by: Kevin Foddrell
Flr/Rm/Suite:		Ordered by Phone: 912-729-5613
City, State, Zip: Kingsland, GA 31548		Ordered by Email: kfoddrell@kingslandgeorgia.com
Rent or Own: Own		
Landlord name and email (if applicable):		
managed IP Hosted Deployment Type (If applicable): Standard ☐ Managed ☒		
Multiple Locations? Yes - See Attached Additional Service Locations Addendum(s) if applicable		
Billing Information -		
Bill To Company: City of Kingsland		Billing Contact Name:
Address: PO BOX 250		Phone: -
Flr/Rm/Suite:		
City, State, Zip: Kingsland, GA 31548		
TDS Sales Representative:		-

Monthly Services Charges/Credits:

Quantity	Term	Description	Each	Total
8	60 Month	3M (T1) managedIP Transport		
1	60 Month	100M Dedicated Internet Access	\$145.00	\$145.00
2	60 Month	1G MetroE Multi-Point	\$245.00	\$490.00
7	60 Month	100M MetroE Multi-Point	\$145.00	\$1,015.00
1	Mo To Mo	/30 4 IP Addresses 1 Usable		
78	60 Month	Mobility & Management	\$22.95	\$1,790.10
7	60 Month	ATA Basic	\$5.95	\$41.65
13	60 Month	Managed Services - 24 Port Fee	\$30.00	\$390.00
13	60 Month	Managed Services - 24 Port Fee Waived	-\$30.00	-\$390.00
7	Mo To Mo	ATA Service (Available with ATA Basic and ATA Office Only)	\$1.50	\$10.50
4	Mo To Mo	Auto Attendant	\$10.00	\$40.00
27	Mo To Mo	Block of 10 DID Numbers	\$5.00	\$135.00
31	Mo To Mo	Custom Call Routing	\$1.50	\$46.50
4	Mo To Mo	Voice Mail	\$4.95	\$19.80
1	Mo To Mo	Receptionist - Enterprise (Unlimited Users)	\$12.95	\$12.95
1	Mo To Mo	Receptionist - Business (30 Users)	\$6.95	\$6.95
6	60 Month	SFP 3560 Fiber Connector(No charge)		
1	60 Month	Product Management Volume Discount	-\$1,092.00	-\$1,092.00

***Total Monthly Services Charges/Credits:** **\$2,661.45**

Attachment: City of Kingsland-Updated Renewal Agreement-TSA (3597 : Approval Of: Renewal of Service Contract with TDS)

One Time Charges/Credits:

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
1	One Time	Service Order Charge	\$20.00	\$20.00
1	One Time	Service Order Charged - Waived	-\$20.00	-\$20.00
*Total One Time Charges/ Credits:				\$0.00

- managedIP SIP, PRI, and Essentials locations must have a minimum of trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

This Telecommunications Service Agreement ("Agreement") is between Camden Telephone and Telegraph Company, Inc. ("TDS") and the Customer identified below ("Customer"). Customer acknowledges and agrees that this Agreement includes and incorporates by reference TDS's Telecommunications Service Terms and Conditions (which are located at <https://tdsbusiness.com/terms-of-service.html>), and binds Customer to such Telecommunications Service Terms and Conditions, including any early termination charges that may apply.

Customer represents that the Customer Representative identified below is authorized to sign this Agreement on behalf of Customer. Customer further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. If, within thirty days after Customer's signature below, TDS determines that Customer's location is not serviceable under normal installation guidelines, TDS may terminate this Agreement. If TDS is required to engage in construction to provide Customer's service and Customer cancels this Agreement prior to installation, Customer shall be liable for TDS's reasonable construction charges in addition to any early termination charges. Any equipment not shown as purchased on this Agreement must be returned to TDS upon cancellation of service.

Authorization: IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Kingsland
Customer / Company Name

Authorized Customer Representative signature

Authorized Customer Representative printed name

Title

Date

Camden Telephone and Telegraph Company, Inc.
TDS

Authorized TDS Representative signature

0
Authorized TDS Representative printed name

Title

Date





Addendum *managedIP* Hosted Statement of Work

ADDENDUM NUMBER 1 to the TELECOMMUNICATIONS SERVICE AGREEMENT between TDS AND City of Kingsland DATED

This Addendum Number 1 (“Addendum”), is made and entered into _____, by and between TDS and City of Kingsland (“Customer”). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement (“Agreement”) between TDS and Customer dated _____, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement.

This Addendum applies to the TDS *managedIP* Hosted voice service. However, note that the Standard Deployment, Managed Deployment and IP Address Information sections in this Addendum provide different terms for the service, depending on which *managedIP* Hosted voice service is selected by Customer (as indicated in the Agreement). As used in this Addendum, “Standard Deployment” is defined as Customer-provided and managed router and switch at the service address without TDS technical support, “Managed Deployment” is defined as TDS-provided and managed router and switch at the service address with TDS technical support, “Dedicated Internet” is defined as symmetrical or asymmetrical data access provided by TDS (TDS T1, DSL, PON, SDI, & Fiber), “High Speed Internet” delivery is defined as asymmetrical data access provided by TDS over Comcast Business Class Internet, and “Bring Your Own Bandwidth” is defined as symmetrical or asymmetrical data access provided by the Customer.

Customer and TDS agree to modify the Agreement as set forth below:

Statement of Work – Standard Deployment

TDS Responsibilities – Standard Deployment

1. Design and initially configure the *managedIP* stations and optional features as purchased by the Customer.
2. Configure and install Internet services, if and as purchased by the Customer from TDS.
3. TDS is not responsible for any cabling or wiring connecting one switch to another switch.
4. Administrator Training - Two to three days prior to implementation, a TDS representative will work with the designated Administrator to conduct training on setting up your *managedIP* service. This will include up to two (2) hours of live online training time at no additional charge. At this time, TDS will provide your Administrator with an “End User Implementation Packet” to distribute to all users prior to the day of implementation.
5. End User Training - TDS will have a representative available after the service implementation to conduct a group employee review of the telephones and discuss the “End User Implementation Packet”. During this time, the TDS representative will be available to address any employee questions regarding the toolbar, unified communications applications and/or the web portal. This will include up to two (2) hours of live online training per location at no additional charge. Additional training can be available at an hourly rate as requested by the Customer.

Unauthorized disclosure prohibited.



Addendum

managedIP Hosted Statement of Work

Customer Responsibilities – Standard Deployment

1. Unpack, assemble, program and install devices and equipment.
2. Directly connect the IP telephones to the Customer-managed LAN switch and verify that each IP telephone has registered to the *managedIP* Application and is able to place outgoing calls to receive incoming calls to/from the Public Switched Telephone Network (PSTN).
3. Contact other Service Provider(s) (if other than TDS) to determine whether you have any contractual liabilities. TDS assumes no liabilities associated with your current provider(s).
4. Provide a single contact to participate in meetings, program gathering and trouble-resolution.
5. Provide a single point of contact to assist with data information gathering.
6. Provide a single point of contact that will serve as Company Administrator. The role of the Administrator includes:
 - a) Attending the Administrator Training and providing all final documentation on Auto Attendant recordings, telephone number assignments and routing of Hunt Groups.
 - b) Leading and coordinating the group employee End User Training process
 - c) Resetting Web Portal and Voice Portal passwords for all users (when required)
 - d) Populating and maintaining basic Profile information for users (e.g., first/last names)
 - e) Initial and ongoing configuration of all group services including Auto Attendants, Hunt Group services, Account/Authorization Codes, and any other customer-configurable services subscribed to.
 - f) Assistance to users with user-configurable changes.
7. Administrator and End User Training - It is your company Administrator's role to take the lead in setting up the system to your business needs and coordinating the end user implementation. Their role also includes:
 - a) Attend Administrative training 2-3 days prior to implementation of *managedIP* services.
 - b) Distribute the "End User Implementation Packets" to all end users and assist in getting each user ready for the implementation.
 - c) Schedule the Group End User Meeting with all employees, at which time the TDS representative will be available for questions.
 - d) The Administrator is the main contact for all employees during and after the transition to *managedIP*.
8. Customer assumes responsibility for the installation of the *managedIP* - Assistant toolbar and unified communications clients on any workstations or devices requiring the application. Customer is responsible for maintaining any Customer-owned hardware and software in compliance with the *managedIP* clients and applications compatibility requirements.
9. Configure and install Internet services, if purchased by the Customer from alternative access vendor.
10. The telephones provided with the *managedIP* service come with an approximately 7 foot Ethernet cable, commonly used for the connection between the phone and the PC. Customer is responsible for providing all Ethernet patch cables used to connect the Polycom phones to the Ethernet wall jacks and then directly to the TDS switch(es) in the phone room.
11. Ensure that all patch cables used for *managedIP* Ethernet traffic are Category 5e or better, rated and tested at 100mbps or better, with male RJ45 connectors crimped on both ends. Customer is advised to have spare Ethernet cables to replace any failing cables or existing cables that do not accommodate station connectivity (length) requirements.
12. In the event of a facility conversion for an existing TDS *managedIP* customer, new telephones shall not be provided unless requested and purchased by Customer as set forth the Agreement, but rather the telephones provided with any such existing *managedIP* service will be converted to the new access service.
13. Notify alarm company (if applicable) of your intent to switch local carriers and coordinate any action required.
14. Customer is responsible for the installation and verifying compatibility of any Customer-owned headsets, microphones, video cameras, or other devices that may be used with the TDS-provided IP telephones and unified communications application soft phone. Customer is responsible for providing Internet bandwidth equal to or greater than the maximum number of concurrent voice calls PLUS standard data use; where each call uses approximately 100 kbps of bandwidth. Not having adequate bandwidth to meet the foregoing requirements could result in poor call quality.

Unauthorized disclosure prohibited.



Addendum *managedIP* Hosted Statement of Work

15. Polycom telephone sets purchased from TDS have a 12 month warranty. If a device is deemed defective within warranty period, TDS will provide a replacement unit free of charge. After the 12 month warranty period, TDS will replace telephone sets at standard rates.
16. Configure the Internet services for use with individual PCs or a local area network (LAN).
17. In addition to bandwidth requirements to support concurrent calls, Customer must ensure there is adequate bandwidth available to support VoIP and video calling usage requirements (VoIP calls require approximately 100kbps of bandwidth and video calls require approximately 1.5mbps of bandwidth).
18. Customer is responsible for complying with all requirements, including all state and federal laws, statutes, and regulations, relating to privacy or call recording or otherwise arising out of the use of any call recording equipment provided, and will defend, indemnify, and hold TDS harmless from any and all liabilities, costs, and expenses (including reasonable attorney fees) arising from or related to any violation of such requirements. TDS is not responsible for meeting compliance with any such requirements, including without limitation any FCC and state requirements for call recording.

Location Requirements – Standard Deployment

1. TDS will reuse (unless otherwise reflected in this Statement of Work) existing cabling & wiring infrastructure that conforms to the technical requirements outlined in the Customer Responsibilities section above. TDS will not physically install cabling or infrastructure hardware that does not meet the technical requirements. Any existing cabling not suitable for transmission must be replaced at the Customer's expense prior to the installation of Service. The integrity and condition of the Customer's data network infrastructure, including (but not limited to) the structured cabling system (including CAT5 wiring, patch panels, Ethernet patch cables, data jacks etc.) and LAN switches, are the sole responsibility of the Customer.
2. Customer will ensure that connectivity from the LAN switch(es) to the IP telephone are direct Ethernet connections. TDS does not allow or support any switches, hubs, or other devices between the data switch and individual IP telephones as this could result in voice quality issues and/or phone inoperability.
3. Network infrastructure issues which delay service installation may jeopardize the due date and/or result in the cancellation of the Customer order and the assessment of any waived installation fees. TDS is not responsible for service-impacting issues that occur as a result of Customer's data network infrastructure problems.
4. Any additional labor required to interface with other vendors and/or construction-related delays not factored into this Statement of Work may be billable on a Time and Material basis.
5. For IP deployment, any TDS labor incurred and attributed to Network/LAN performance issues may be billed accordingly unless a full Network Assessment has been performed and all issues are resolved to TDS' standards and satisfaction prior to implementation.

Statement of Work – Managed Deployment

TDS Responsibilities – Managed Deployment

1. Unpack, assemble, program and install devices and equipment as listed on the Agreement.
2. If necessary, extend the Internet demarcation point in the building to where the TDS router will be installed if the Internet connection is a T-1 or bonded T-1s from TDS.
3. IP telephones will be directly connected to the TDS-managed LAN switch and TDS technician will verify that each IP telephone has registered to the *managedIP* Application and is able to place outgoing calls and receive incoming calls to/from the Public Switched Telephone Network (PSTN).

Unauthorized disclosure prohibited.



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managedIP Hosted Statement of Work

4. Provide support to the demarcation point, which shall be defined as the primary or first switch provided by TDS on the Customer's network. TDS is not responsible for any cabling or wiring connecting one switch to another switch.
5. Design and initially configure the *managedIP* stations and optional features as purchased by the Customer.
6. Configure and install Internet services, if and as purchased by the Customer from TDS.
7. Configure and install the TDS-managed Data Router.
8. Configure and install the TDS-managed LAN Switch(es).
9. Configure and install the TDS-managed transport aggregation equipment, if applicable.
10. Product availability is not guaranteed and installation timeframes may vary per location, depending upon available facilities. TDS will inform Customer within 10 business days after order submission is complete if there are product availability issues or installation timeframe conflicts.
11. Identify fax, modem and alarm circuits that are not connected to the *managedIP* service.
12. Install required analog/fax line with other *managedIP* services making cross-connect(s) and termination(s) with any existing inside-cabling.
13. Remove all debris associated with installation (boxes, wire, etc.).
14. Administrator Training - Two to three days prior to implementation, a TDS representative will work with the designated Administrator to conduct training on setting up your *managedIP* service. This will include up to two (2) hours of live online training time at no additional charge. At this time, TDS will provide your Administrator with an "End User Implementation Packet" to distribute to all users prior to the day of implementation.
15. End User Training - TDS will have a representative available after the service implementation to conduct a group employee review of the telephones and discuss the "End User Implementation Packet". During this time, the TDS representative will be available to address any employee questions regarding the toolbar, unified communications applications and/or the web portal. This will include up to two (2) hours of live online training per location at no additional charge. Additional training can be available at an hourly rate as requested by the Customer.

Customer Responsibilities – Managed Deployment

1. Contact other Service Provider(s) (if other than TDS) to determine whether you have any contractual liabilities. TDS assumes no liabilities associated with your current provider(s).
2. Provide a single contact to participate in meetings, program gathering and trouble-resolution.
3. Provide a single point of contact to assist with data information gathering.
4. Provide a single point of contact on the day of implementation and have the data integrator available. If a Customer contact or data integrator responsible for the Customer's LAN is not available on the day of implementation, TDS will have the right to delay the Customer implementation and assess a \$250.00 fee.
5. If the installation date is rescheduled for any of the reasons identified below within three (3) business days of the original installation date, TDS will charge the Customer \$250.00.
 - Customer did not give TDS access to the building
 - Customer has not completed the work identified on the Site Readiness Checklist by the due date
 - Customer's IT vendor needed for the installation is not on site or ready for the installation
 - Customer is not ready for TDS to complete the installation for any other reason, including, but not limited to, Customer's failure to have the site ready with a rack, mounting board or shelf to house TDS equipment, and four unoccupied AC outlets available within four feet of the equipment.
6. Provide a single point of contact that will serve as Company Administrator. The role of the Administrator includes:
 - Attending the Administrator Training and providing all final documentation on Auto Attendant recordings, telephone number assignments and routing of Hunt Groups.
 - Leading and coordinating the group employee End User Training process
 - Resetting Web Portal and Voice Portal passwords for all users (when required)
 - Populating and maintaining basic Profile information for users (e.g., first/last names)

Unauthorized disclosure prohibited.



Addendum

managedIP Hosted Statement of Work

- Initial and ongoing configuration of all group services including Auto Attendants, Hunt Group services, Account/Authorization Codes, and any other customer-configurable services subscribed to.
 - Assistance to users with user-configurable changes.
7. Administrator and End User Training - It is your company Administrator's role to take the lead in setting up the system to your business needs and coordinating the end user implementation. Their role also includes:
 - Attend Administrative training 2-3 days prior to implementation of *managedIP* services.
 - Distribute the "End User Implementation Packets" to all end users and assist in getting each user ready for the implementation.
 - Schedule the Group End User Meeting with all employees, at which time the TDS representative will be available for questions.
 - The Administrator is the main contact for all employees during and after the transition to *managedIP*.
 8. Customer assumes responsibility for the installation of the *managedIP* - Assistant toolbar and unified communications clients on any workstations or devices requiring the application. Customer is responsible for maintaining any Customer-owned hardware and software in compliance with the *managedIP* clients and applications compatibility requirements.
 9. Configure and install Internet services, if purchased by the Customer from alternative access vendor.
 10. If Internet service is from an access vendor other than TDS, the Customer must provide an RJ45 Ethernet handoff from the ISP device or the Customer router to the TDS CPE router.
 11. Provide publicly routable IP addresses that are from the same subnet.
 - A single IP address from a /30 block will be used for TDS voice service. There will be no usable IP addresses for the Customer's data service via the TDS router.
 - IP addresses from a /29 or /28 block must be consecutive.
 - IP addresses from a /27, /26 or /24 block do not need to be consecutive.
 12. If the Customer has a router between the TDS CPE router and the ISP device, that router cannot block or filter any ports.
 13. Customer-provided Internet shall be accessible in the same physical room as the TDS equipment without barriers.
 14. Provide unrestricted access to all areas where equipment is to be installed.
 15. Identify equipment locations, cabling summary, floor plans and end user information.
 16. Provide equipment room that meets manufacturer power, grounding, space and environmental specifications.
 17. Provide a 2' x 2' wall space or 12" of rack space (19" width minimum) to mount the TDS-owned router and switch(es).
 18. Provide a dedicated quad AC outlet and ensure it is available within 4 feet of the TDS wall board or rack space.
 19. Provide uninterrupted power source ("UPS"), battery backup, or other power source to supply power backup to *managedIP* data router, data switch(es), and/or TDS transport aggregation equipment if backup power and continued operation of *managedIP* services is required in case of commercial power failure.
 - If the TDS transport aggregation equipment is located in separate area (away from router/switch), an additional battery back-up will be required for this device.
 20. The telephones provided with the *managedIP* service come with an approximately 7 foot Ethernet cable, commonly used for the connection between the phone and the PC. Customer is responsible for providing all Ethernet patch cables used to connect the Polycom phones to the Ethernet wall jacks and then directly to the TDS switch(es) in the phone room.
 21. Ensure that all patch cables used for *managedIP* Ethernet traffic are Category 5e or better, rated and tested at 100mbps or better, with male RJ45 connectors crimped on both ends. Customer is advised to have spare Ethernet cables to replace any failing cables or existing cables that do not accommodate station connectivity (length) requirements.
 22. In the event of a facility conversion for an existing TDS *managedIP* customer, new telephones shall not be provided unless requested and purchased by Customer as set forth the Agreement, but rather the telephones provided with any such existing *managedIP* service will be converted to the new access service.

Unauthorized disclosure prohibited.



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managedIP Hosted Statement of Work

23. Uninstall, disconnect, and remove any Customer Premises Equipment (CPE) provided by other vendor(s) that will be abandoned at the time of *managedIP* implementation.
24. Notify alarm company (if applicable) of your intent to switch local carriers and coordinate any action required.
25. Customer is responsible for the installation and verifying compatibility of any Customer-owned headsets, microphones, video cameras, or other devices that may be used with the TDS-provided IP telephones and unified communications application soft phone. Customer is responsible for providing Internet bandwidth equal to or greater than the maximum number of concurrent voice calls PLUS standard data use; where each call uses approximately 100 kbps of bandwidth. Not having adequate bandwidth to meet the foregoing requirements could result in poor call quality.
26. Reconfigure any existing data networking equipment for compatibility and integration to the *managedIP* services.
27. Polycom telephone sets purchased from TDS have a 12 month warranty. If a device is deemed defective within warranty period, TDS will provide a replacement unit free of charge. After the 12 month warranty period, TDS will replace telephone sets at standard rates and may charge premise visit charge if telephone is delivered to Customer location.
28. During installation, PC's and/or other data terminal equipment may be powered down if the TDS installer will be placing an IP phone at a data jack/port that will be used for both the phone and the computer equipment (i.e., the data switch on the back of the IP phone will be used).
29. Configure the Internet services for use with individual PCs or a local area network (LAN).
30. In addition to bandwidth requirements to support concurrent calls, Customer must ensure there is adequate bandwidth available to support VoIP and video calling usage requirements (VoIP calls require approximately 100kbps of bandwidth and video calls require approximately 1.5mbps of bandwidth).
31. Customer is responsible for complying with all requirements, including all state and federal laws, statutes, and regulations, relating to privacy or call recording or otherwise arising out of the use of any call recording equipment provided, and will defend, indemnify, and hold TDS harmless from any and all liabilities, costs, and expenses (including reasonable attorney fees) arising from or related to any violation of such requirements. TDS is not responsible for meeting compliance with any such requirements, including without limitation any FCC and state requirements for call recording.

Location Requirements – Managed Deployment

1. TDS will reuse (unless otherwise reflected in this Statement of Work) existing cabling & wiring infrastructure that conforms to the technical requirements outlined in the Customer Responsibilities section above. TDS will not physically install cabling or infrastructure hardware that does not meet the technical requirements. Any existing cabling not suitable for transmission must be replaced at the Customer's expense prior to the installation of Service. The integrity and condition of the Customer's data network infrastructure, including (but not limited to) the structured cabling system (including CAT5 wiring, patch panels, Ethernet patch cables, data jacks etc.) and LAN switches, are the sole responsibility of the Customer.
2. Customer will ensure that connectivity from the TDS-provided LAN switch(es) to the IP telephone are direct Ethernet connections. TDS does not allow or support any switches, hubs, or other devices between the TDS-provided data switch and individual IP telephones as this could result in voice quality issues and/or phone inoperability.
3. Network infrastructure issues which delay service installation may jeopardize the due date and/or result in the cancellation of the Customer order and the assessment of any waived installation fees. TDS is not responsible for service-impacting issues that occur as a result of Customer's data network infrastructure problems.
4. Any additional labor required to interface with other vendors and/or construction-related delays not factored into this Statement of Work may be billable on a Time and Material basis.

Unauthorized disclosure prohibited.



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managedIP Hosted Statement of Work

5. For IP deployment, any TDS labor incurred and attributed to Network/LAN performance issues may be billed accordingly unless a full Network Assessment has been performed and all issues are resolved to TDS' standards and satisfaction prior to implementation.
6. Customer's choosing to have TDS provide the default gateway and DHCP services will be assigned the standard TDS network assignment/IP address space. It is the Customer's responsibility to make any accommodations for this, including updating any static IP addresses used in the Customer LAN/WAN (e.g., printer).
7. Customer "demarcation" – TDS shall only be responsible for network connectivity to the Customer's demarcation point up to any active port(s) on the TDS-managed LAN switch. In no event shall TDS be responsible for network connectivity beyond this point. Customer agrees and acknowledges that it shall be the Customer's sole responsibility to provide and arrange for all necessary cabling and equipment required to extend data network connectivity beyond the TDS-managed data switch. Telephones that register when connected directly to a TDS-managed switch port, but do not work properly when connected to Customer's network cabling infrastructure or wall jack will be considered successfully installed and will be left with the Customer on the day of installation for Customer's placement upon correction of network and/or other issue(s).

Non TDS Services – Standard and Managed Deployment

- TDS will provide reasonable assistance and support to other vendors hired to install other services or equipment not provided by TDS. TDS will have no responsibility for any such services or equipment. The terms of this Statement of Work and TDS's service terms, including any indemnities, limitations of liability and associated waiver of damages, shall also apply to TDS's affiliates, agents, employees, officers, contractors, vendors, suppliers and licensors, and such parties are express third-party beneficiaries of these terms. For the elimination of doubt, Customer is not a third-party beneficiary of any agreements between TDS and its suppliers, vendors, or licensors with relation to the services provided hereunder by third parties.

e911 Terms – Standard and Managed Deployment

Customer agrees to inform all users of TDS *managedIP* phone service of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer acknowledges and agrees to inform all employees, guests and other third persons who may use TDS *managedIP* phone service of the limitations detailed below associated with TDS *managedIP* phone service.

Customer acknowledges and agrees that the 911 services associated with TDS *managed IP* phone service are different from those offered by traditional telephone services.

1. **911 service will NOT work if Customer experiences a power outage or an outage or any network disruption. Outages in electricity and problems with internet connections, including network congestion, will disrupt any TDS *managedIP* phone service and Customer will not be able to use it for 911 emergency calling.**
2. **If Customer has a service outage due to a suspension of the account due to billing issues or for any other reason, Customer will not be able to use TDS *managedIP* phone service for any calls, including for emergency service or 911 calls.**
3. **911 Services will only be available in the location associated with the particular telephone number assigned to the Customer. For Basic 911 Services or E911 to be accurately routed to the appropriate emergency call center, the Customer must provide a TDS assigned or ported telephone number as the call-back telephone number for all 911 calls.**

Unauthorized disclosure prohibited.



Addendum

managedIP Hosted Statement of Work

4. Customer may not be able to reach the correct emergency service if an incorrect service address is registered by Customer. Customer further acknowledges that failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, Customer recognizes that use of TDS *managedIP* phone service from a location other than the location to which such service was ordered, i.e., the “primary registered address,” may result in Basic 911 Service or E911 calls being routed to the incorrect local emergency service provider.
5. Customer may not be able to reach the correct emergency services if the phone is moved to a location different from the address initially registered. It is important that Customer register the correct location every time equipment associated with your TDS *managedIP* phone service is moved. If the TDS *managedIP* phone service equipment is moved to another location without reregistering, when Customer dials 911, the caller may not be able to reach any emergency personnel. Even if the caller does reach emergency personnel, it may not be the emergency personnel near the actual location and this emergency personnel may not be able to transfer the call or respond to the emergency.
6. **CUSTOMER ACKNOWLEDGES AND AGREES THAT** on a phone with a “shared call appearance” (“SCA”), the emergency services personnel responding to a 911 call may see the physical address of the main location associated to the account and not the actual location where the SCA line is selected. Customer needs to assure the use of the “main line” for accessing 911 in areas where a phone with a SCA line is in service.
7. TDS *managedIP* phone service will only be used for business, non-residential purposes and if this situation ever changes the Customer will discontinue the use of TDS *managedIP* phone service.
8. **TDS WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING NOTED ABOVE. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, CUSTOMER MAY REQUEST THEM FROM TDS.**

Service and Support – Standard and Managed Deployment

TDS takes great pride in the level of support we provide our customers. A Project Coordinator will be assigned to your installation. This person will be your primary contact to insure that your service is delivered on time and as specified in this Statement of Work. The Project Coordinator will provide a limited number of free hours of training as outlined above. Any additional required training hours will be billed at a per hour rate and approved by you prior to scheduling the training activities.

After your installation, specialized representatives are equipped to answer any questions regarding your new system. They are a single point of contact for additional products and services such as: additions to your system, Internet, Local Phone Service, Long Distance, Conferencing Solutions and Data needs.

Unauthorized disclosure prohibited.



Addendum *managedIP* Hosted Statement of Work

IP Address Information

DEDICATED INTERNET (TDS T1, DSL, PON, SDI, & Fiber) (this section is applicable if Dedicated Internet is a service being provided to Customer (as listed in the Agreement))

- Static IP addresses from other ISPs will not be transferable to TDS *managedIP* Internet service. New TDS static IP(s) will be assigned and the Customer's equipment may need to be reconfigured.
- TDS will assign the IP addresses that will be used by the Customer to configure their internal (LAN) facing Ethernet ports on their equipment based on the conditions defined in the above bullet.

HIGH SPEED INTERNET (Comcast Cable) and BRING-YOUR-OWN-BANDWIDTH (Customer-Provided) (this section is applicable if High Speed Internet (as listed in the Agreement) or Bring-Your-Own-Bandwidth is a service being provided to Customer)

- The Customer will provide TDS a public static IP address within the Customer's usable IP subnet to manage TDS' *managedIP* equipment.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth below duly authorized to execute this Addendum.

TDS

City of Kingsland

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Unauthorized disclosure prohibited.

ADDENDUM NUMBER 2
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND CITY OF KINGSLAND

DATED

This Addendum Number 2 (“Addendum”), is made and entered into _____, by and between TDS and CITY OF KINGSLAND (“Customer”). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement (“Agreement”) between TDS and Customer dated _____, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- If Customer elects to disconnect Service and terminate the Agreement after satisfaction of a minimum of thirty-six (36) months of Service, TDS will waive any early termination charges under the Agreement.
- This addendum is only applicable to sixty (60) month service agreements for managedIP Hosted, managedIP Essentials, managedIP PRI or managedIP SIP products and services (excludes tariffed services).
- This addendum does not apply to services provided via fiber optic facilities, equipment purchases or promotions.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Manager, Director or Vice President.**

TDS

Signature

Print Name

Title

Date

CITY OF KINGSLAND

Signature

Name

Title

Date

Attachment: City Of Kingsland 36-60 (3597 : Approval Of: Renewal of Service Contract with TDS)

ADDENDUM NUMBER 3

9.4.d

to the TELECOMMUNICATIONS SERVICE AGREEMENT between TDS AND City of Kingsland DATED

This Addendum Number 3 (“Addendum”), is made and entered into , by and between TDS and City of Kingsland (“Customer”). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement (“Agreement”) between TDS and Customer dated , the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect. Customer and TDS agree to modify the Agreement as set forth below:

If Customer has selected the *managed*IP Hosted product (as identified on the Agreement), the standard rates are as set forth below, based upon the Service Term identified in the Agreement. If Customer’s station volume changes at any time during the Service Term, Customer will be billed the applicable rate(s) set forth below based upon the adjusted station volume.

Month to Month

Station Volume	ATA Basic	Analog User	Convenience	Simple Seat	Mobility & Management	Unified Communications
4-9	\$10.95	\$46.95	NA	NA	\$46.95	\$49.95
10-29	\$10.95	\$38.95	\$34.00	\$38.95	\$42.95	\$46.95
30-59	\$10.95	\$36.95	\$32.00	\$36.95	\$39.95	\$42.95
60-99	\$10.95	\$33.95	\$31.00	\$32.95	\$37.95	\$40.95
100+	\$10.95	\$29.95	\$30.00	\$29.95	\$36.95	\$39.95

12 Month Term

Station Volume	ATA Basic	Analog User	Convenience	Simple Seat	Mobility & Management	Unified Communications
4-9	\$10.95	\$46.95	NA	NA	\$46.95	\$49.95
10-29	\$10.95	\$38.95	\$34.00	\$38.95	\$42.95	\$46.95
30-59	\$10.95	\$36.95	\$32.00	\$36.95	\$39.95	\$42.95
60-99	\$10.95	\$33.95	\$31.00	\$32.95	\$37.95	\$40.95
100+	\$10.95	\$29.95	\$30.00	\$29.95	\$36.95	\$39.95

24 Month Term

Station Volume	ATA Basic	Analog User	Convenience	Simple Seat	Mobility & Management	Unified Communications
4-9	\$8.95	\$35.95	NA	NA	\$35.95	\$38.95
10-29	\$8.95	\$28.95	\$24.00	\$28.95	\$31.95	\$35.95
30-59	\$8.95	\$26.95	\$22.00	\$26.95	\$28.95	\$31.95
60-99	\$8.95	\$24.95	\$21.00	\$24.95	\$26.95	\$29.95
100+	\$8.95	\$23.95	\$20.00	\$23.95	\$25.95	\$28.95

36 Month Term

Station Volume	ATA Basic	Analog User	Convenience	Simple Seat	Mobility & Management	Unified Communications
4-9	\$5.95	\$31.95	NA	NA	\$31.95	\$34.95
10-29	\$5.95	\$24.95	\$20.00	\$24.95	\$27.95	\$31.95
30-59	\$5.95	\$22.95	\$18.00	\$22.95	\$24.95	\$27.95
60-99	\$5.95	\$20.95	\$17.00	\$20.95	\$22.95	\$25.95
100+	\$5.95	\$19.95	\$16.00	\$19.95	\$21.95	\$24.95

60 Month Term

Station Volume	ATA Basic	Analog User	Convenience	Simple Seat	Mobility & Management	Unified Communications
4-9	\$5.95	\$31.95	NA	NA	\$31.95	\$34.95
10-29	\$5.95	\$24.95	\$20.00	\$24.95	\$27.95	\$31.95
30-59	\$5.95	\$22.95	\$18.00	\$22.95	\$24.95	\$27.95
60-99	\$5.95	\$20.95	\$17.00	\$20.95	\$22.95	\$25.95
100+	\$5.95	\$19.95	\$16.00	\$19.95	\$21.95	\$24.95

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum.

TDS

City of Kingsland

Signature

Signature

Print Name

Name

Title

Title

Date

Date

Attachment: City of Kingsland RFP-MIP UC Addendum (3597 : Approval Of: Renewal of Service Contract with TDS)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Bid Award
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3593)

DOC ID: 3593

Bid Award: Purchase of One (1) 12,000 Pound Symmetrical 2-Post Lift for Fleet Services

Staff recommends low bidder, Lewis Tool & Equipment.

Bid Tabulation
 12,000 LB. Symmetrical 2-Post Lift
 RFP #COK 21-030
 Tuesday, July 20, 2021 @ 2:00 PM

Vendor	Cost of Equipment	Cost of Delivery	Total Cost	ETA	Notes
Lewis Tool & Equipment	\$8,466.00	N/A	\$8,466.00	10 business days	N/A
Advance Auto Parts	\$9,906.62	N/A	\$9,906.62	130 days	Standard installation does not include concrete work or leveling of any kind. Does not include hooking to electricity or air.

This Request for Proposal was advertised on the City and GMA websites.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3589)

DOC ID: 3589

Approval Of: Resolution 2021-09 - Protection for Okefenokee Swamp

A resolution to help protect the integrity of the Okefenokee Swamp and the natural resources many communities depend on.

RESOLUTION NUMBER 2021-09

A RESOLUTION OF THE CITY OF KINGSLAND, GEORGIA
MAYOR AND CITY COUNCIL
REQUESTING PROTECTION FOR OKEFENOCKEE SWAMP

WHEREAS, the Mayor and City Council of the City of Kingsland value the natural heritage and cultural significance of the Okefenokee Swamp and its associated natural resources; and

WHEREAS, the wetlands, cypress forests, islands, and prairies of the Okefenokee Swamp have great value as an undisturbed asset of our region; and

WHEREAS, the Okefenokee National Wildlife Refuge, established by the federal government in 1937 and currently encompassing over 400,000 acres, hosts more than 600,000 visitors a year, supports 750 jobs, and contributes more than \$64 million to our local economies; and

WHEREAS, the swampland, forests, wetlands, and vast St. Marys River system provide subsistence and sport hunting and fishing sites, as well as recreational opportunities for our community and visitors; and

WHEREAS, Trail Ridge, the geologic dam that helped create the Okefenokee Swamp, contains valuable heavy mineral sands that are attracting the attention of industrial and commercial mining operations that may adversely affect the environment, groundwater quality and quantity; and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division governed by the State of Georgia is responsible for regulating and permitting all industrial and commercial activities that affect the natural resources of our State; and

WHEREAS, the City of Kingsland has a vested interest in protecting the Okefenokee Swamp, from any human activity that threatens its wellbeing; now therefore be it

RESOLVED, that the Mayor and City Council of the City of Kingsland, urge the Governor of the State of Georgia, its responsible executive agencies, and the Georgia General Assembly to take every reasonable step to protect the integrity of the Okefenokee Swamp and the natural resources upon which the City of Kingsland and many other communities depend; and be it further

RESOLVED, that the Mayor and City Council of the City of Kingsland, Georgia, urge the Georgia Municipal Association, of which we are a member, to join us and encourage other members to join us in this request for protection of the invaluable natural resources in and around the Okefenokee Swamp.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler, City Clerk

Attachment: OKEFENOCKEE RESOLUTION KINGSLAND 2021-09 (3589 : Approval Of: Resolution 2021-09 - Protection for Okefenokee Swamp)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3590

AGENDA ITEM (ID # 3590)

Approval Of: Georgia Power Illumination Contract for the Meadows Phase V

A Lighting Services Agreement to establish the terms and conditions under which Georgia Power Company will install and provide lighting service to Phase V of The Meadows Subdivision. Initial cost is \$19,000.00 and monthly recurring cost is \$210.84 for 12 locations. Funding source for initial cost is SPLOST. *Staff recommends approval.*

Lighting Services Agreement



Customer Legal Name Kingsland City of DBA Meadows Subdivision
 Service Address 100 Sugar Maple Way Kingsland GA 31548 County Camden County
 Mailing Address P.O. Box 250 Accounts Payable Kingsland GA 31548
 Email _____ Tel # 912-729-5613 Alt Tel # _____
 Tax ID# _____ Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	12	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$182.52	\$28.32	\$210.84		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$19,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Poppell
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§29-1-1 – 29-1-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Asset or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3598

AGENDA ITEM (ID # 3598)

Discussion: ARPA Consulting Agreement

Discussion of a draft professional service agreement with Camden Connection to provide services related to the American Rescue Plan Act funding.



AMERICAN RESCUE PLAN ACT OF 2021

CONSULTING AGREEMENT



The City of Kingsland is fully committed to providing Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE 's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

For more information or questions about the Purchasing Policy contact us at (912) 729-5613.

PROFESSIONAL SERVICES AGREEMENT between CITY OF KINGSLAND, GEORGIA and CAMDEN CONNECTION (DBA) CAMDEN COMMUNITY ALLIANCE & RESOURCES, INC.

THIS IS AN AGREEMENT made this _____ day of _____ 2021 between the Mayor and City Council for City of Kingsland, Georgia, a political subdivision of the State of Georgia, ("CITY") and Camden Connection (DBA) Camden Community Alliance & Resources, Inc., ("CONSULTANT").

The CITY wishes to engage the CONSULTANT to provide professional consulting services to assist the CITY with American Rescue Plan ACT associated with impacts from Corona Virus 19 (COVID-19) Pandemic. These consulting services shall be performed in accordance with all applicable local, State, and Federal laws, regulations, and executive orders. The following summarizes the contents of this AGREEMENT:

1. Primary Tasks:

- 1.1 Assist the City of Kingsland in identifying nonprofits, households, small businesses, and impacted industries such as tourism, travel and hospitality who have experienced negative economic impacts of COVID-19.
- 1.2 Provide assistance in identifying workers who performed essential work during the COVID-19 public health emergency.
- 1.3 Provide assistance to City Staff in identifying lost revenues during COVID-19 pandemic.
- 1.4 Identify opportunities to fund and construct broad brand infrastructure.
- 1.5 Identify opportunities to fund and construct municipal infrastructure.
- 1.6 Assist in identifying any other applicable uses of the American Rescue Plan Act of 2021

2. CONSULTANT RESPONSIBILITIES

- 2.1. The consultant shall provide and maintain insurance throughout the life of the project as follows:
 - a. Worker's Compensation Insurance as required by Georgia State law.
 - b. Automobile Liability Insurance on any owned, non-owned or rented vehicles with limits of at least \$1,000,000 per occurrence combined single limit bodily injury and property damage.
 - c. Commercial General Liability Insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury

and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

- d. Errors and Omissions Insurance on an occurrence basis, covering work done or to be done by or on behalf of the Consultant and providing insurance for errors and omissions in the amount of \$1,000,000.00 each occurrence. At a minimum, Consultant shall obtain and maintain errors and omissions insurance on a claims-made basis for no less than \$1,000,000.00 each claim and \$2,000,000.00 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement.
 - e. Additional Insured. City of Kingsland, its officials, employees and agents shall be named an additional insured in the Comprehensive Automobile and Commercial Liability Insurance policies and the Commercial General Liability coverage shall be written on an "Occurrence" basis.
- 2.2. The consultant shall agree to protect, indemnify and hold harmless City of Kingsland, its agents, officers and employees from and against any and all losses resulting directly or indirectly from negligent acts, errors, or omissions of the consultant, or consultant's agents, officers, employees, and subcontractors, in the performance of services under this contract.
- 2.3. The consultant shall ensure that any subcontractors engaged in work under this project are included as insured's under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 2.4. All insurance policies shall be written by insurers licensed and lawfully authorized to underwrite and transact business in the State of Georgia and must have an A.M. Best rating of not less than A-VII.
- 2.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Kingsland Purchasing Department
PO Box 250
Kingsland, GA 31548

- 2.6. The insurance requirements outlined shall be maintained in force by the consultant throughout the term of this agreement without lapse, and in no manner should deviate from these requirements. In the event consultant fails to maintain insurance as outlined herein, the City of Kingsland may, at its option, but not at the responsibility of City of Kingsland, obtain the required insurance at the expense of the consultant.
- 2.7. City of Kingsland, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City of Kingsland, its officials, employees or volunteers.
- 2.8. The consultant shall submit, with their proposal, the names of any and all subcontractors expected to work on this project. City of Kingsland reserves the right to accept or reject any proposed subcontractor.

3. CONSULTANT SOLUTION

- 3.1 All funds subject to this memorandum shall be used for expenditures incurred due to the COVID-19 public health emergency.
- 3.2 If any programmatic service funded pursuant to this memorandum is found to not meet the criteria of American Recovery Plan Act, it shall be excluded, and Camden Community Alliance & Resources, Inc. d/b/a Camden Connection (the "Grantee") will be required to reimburse the City of Kingsland (the "City" or "Grantor") for any funds expended on said service. If the remaining balance of funds is determined to be insufficient to meet the grant agreement's listed programmatic need, such funds should be reimbursed in compliance with applicable policies.
- 3.3 This Agreement is being entered into due to unforeseen financial needs and risks experienced by citizens of the City by the COVID-19 public health emergency. All funds governed by this agreement shall be used for the exclusive purposes of expenditures allowed under section 601(d) of the Social Security Act, including assessing relevant hardship within the City's municipal boundaries, delivering financial assistance necessary due to the COVID-19 public health emergency, and reasonable administrative expenses incurred by Grantee in administering the distribution of the grant funds.
- 3.4 All funds subject to this agreement shall be subject to the Single Audit Act (31U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303

regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. For such purposes defined in 601(d) of the Social Security Act, the Consultant of funds may be defined as a grantee. The grantee takes full responsibility to meet such financial controls and funding restrictions.

3.5 The consultant shall use the following position descriptions and provide the City with hourly rates of each:

- 3.5.1 Senior Advisor - Provides technical assistance to the City Manager or designee. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of American Rescue Plan Act 2021 and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.
- 3.5.2 Technical Assistance Liaison - Reviews and determines the technical requirements and cost analysis of projects. Reviews and approves project worksheets, gathers and evaluates technical data, reviews contracts for compliance with state, federal and local laws, regulations and policies, provides expert assistance on payment issues regarding.
- 3.5.3 Appeals Specialist - Provides information and technical assistance to the Senior Advisor and City Manager prior and throughout the appeals process. Assists the Senior Advisor and City Manager in the preparation of any appeals. Individual should be a graduate of an accredited law school and admitted to the bar of any state or District of Columbia for the past five years, have knowledge of state and federal laws, regulations, and policies applicable to the American Rescue Plan Act of 2021 and possess analytical skills and experience preparing legal briefs and courtroom presentations.
- 3.5.4 Project Manager - Required to perform the following tasks:
1. Serve as the day-to-day principal point of contact for the contract and assure that personnel are performing within the contract scope of services.
 2. Execute all task orders signed by the City Manager or his designated representative.
 3. Ensure that all deliverables are produced, including the following:

- a. Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s), and the names of all individuals performing the work (due on the 15th day of the following month); and
- b. Weekly report evidencing the task(s) worked, percentage of completion of the task(s), and a report showing the progress and accomplishments since the prior week (due on the Monday following the week for which the report is prepared.)
- c. Monthly reports summarizing the activities of the Consultants staff and providing appropriate advice and courses of action in accordance with the Agreement and Scope of Services.
- d. Quarterly reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics to the City.

Such quarterly reports shall be due to the City Manager not later than December 31, March 31, June 30, and September 30, of each calendar year during the term or extended term of this agreement. The Final Report shall be the report that is due December 31 of each year that the Consultant is engaged in contract work with the City.

4. TERMS:

The work shall begin once Agreement documents have been issued and properly executed and continue for no longer than two (2) years, unless mutually extended by the selected Consultant and the City.

5. GEORGIA OPEN RECORDS ACT

All records related to this Agreement shall be considered public information subject to lawful disclosure under the Georgia Open Records Act. Any material deemed by the consultant to constitute either proprietary or trade secret material shall be designated as such, and each record containing such material shall be so marked by the consultant. In addition, it shall be the sole responsibility of the consultant to demonstrate to a court of competent jurisdiction that their designation is proper. The City of Kingsland shall not make public any material determined by the court to be not subject to disclosure as exempted by O.C.G.A 50-18-72. Consultant hereby agrees to indemnify and hold the City of Kingsland free and harmless from any claims, suits, damages, penalties or expenses arising out of consultant's proprietary or trade secret designation.

6. WORK/CHANGE ORDERS

After execution of this agreement, work will be authorized by a City of Kingsland purchase order or direct transfer of funds, whichever is deemed to be in the best interest of City of Kingsland. Change orders are required for any changes in scope to the project that add, delete or modify any billable component(s). Each work/change order will contain the date of issue and a unique number used for identification and cross-reference purpose on invoices.

7. PROJECT MANAGEMENT

The consultant must provide a full description of the services and processes that will be performed during the program management process in the most efficient, timely and comprehensive manner.

The consultant shall assign a single Project Manager dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of City of Kingsland.

At a minimum, the consultant's Project Manager shall be responsible for oversight and management of the Primary Tasks outlined in Section 1 of this RFP.

8. PROJECT DELIVERABLES

1. Action Plan, including project phases, major tasks, responsibilities to be undertaken by City of Kingsland, Consultant, and milestone objectives.
2. Weekly or bi-weekly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the consultant.
3. Ongoing action item list maintained by the consultant.
4. The consultant will provide a template and procedure for formal reporting of issues by the customer.
5. Final Report that summarizes the engagement within the outlined section 3.5.4(3)(a)(b)(c)(d).

9. E-VERIFY

Consultant hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Section 2 of the Georgia Security and Immigration Compliance Act of 2006. Consultant further acknowledges that all employers, as defined by Section 2 of the Georgia Security and Immigration Compliance Act of 2006, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with Georgia Department of Labor Rules-Chapter 300-10-1.

Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Section 2 of the Georgia Security and

Immigration Compliance Act of 2006 and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10. UTILIZATION OF SMALL BUSINESS CONCERNS

1) Definitions. As used in this contract -

- a. HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- b. Service-disabled veteran-owned small business concern -
 - I. Means a small business concern -
 - i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - ii. The management and daily business operations of which are controlled by
 - iii. one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - II. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that –
 - III. Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (1) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (2) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - iv. The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

- c) Veteran-owned small business concern means a small business concern -
 - i. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - ii. The management and daily business operations of which are controlled by one or more veterans.
 - d) Women-owned small business concern means a small business concern-
 - i. That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - ii. Whose management and daily business operations are controlled by one or more women.
- 2) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
 - 3) The Consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Consultant further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Consultant's compliance with this clause.
 - 4) Consultants acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
 - 5) The Consultant shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include -

1. HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
2. In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
3. The SBA HUBZone Help Desk at hubzone@sba.gov.

18. ADDITIONAL TERMS AND CONDITIONS

DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

The Consultant, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Consultant, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

PROTEST PROCEDURES

Protests related to this procurement must be addressed to the City of Kingsland, Purchasing Department, P.O. Box 250, Kingsland, GA 31548 and shall be received, in writing, within 5 calendar days of bid award. Responses will be supplied not later than (7) calendar days following receipt of said protest. A protester must exhaust all administrative remedies before pursuing a protest with the Federal grantor agency. Reviews of protests by the Federal grantor agency are limited to:

- (1) Violations of federal law or regulations and the standard of this section (violations of state or local law will be under the jurisdiction of state and local authorities) AND
- (2) Violations of the grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal grantor agency other than those specified above will be referred to the grantee.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the Federal Consultant or a subgrantee of the Federal Consultant in accordance with 49 C. F. R. 18.36(i), the Consultant agrees to provide the Purchaser, the Federal grantor agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the Federal grantor agency or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the Federal grant Consultant or a subgrantee of the Federal grant Consultant in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Consultant shall make available records related to the contract to the Purchaser, the Federal grantor agency and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FEDERAL CHANGES

49 CFR Part 18

Consultant shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 3118 U.S.C. 1001
49 U.S.C. 5307

- (1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- (2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- (3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall

not be modified, except to identify the subcontractor who will be subject to the provisions.

CIVIL RIGHTS

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.
 - b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.

- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.

- (3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq.

49 CFR Part 18

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Consultant (bidder) is responsible for ensuring its compliance with all applicable Federal requirements. Additionally, Consultant is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable Federal requirements. Upon request of the City of Kingsland or the Federal government, Consultant shall provide evidence of the steps it has taken to ensure its compliance with the Federal requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements the Federal Government. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

PRIVACY ACT

5 U.S.C. 552

- (1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
 42 U.S.C. § 6102, 42 U.S.C. § 12112
 42 U.S.C. § 12132, 49 U.S.C. § 5332
 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*

The Consultant agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Consultant agrees to comply, and assures the compliance of each third party Consultant at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination - Title VI of the Civil Rights Act. The Consultant agrees to comply, and assures the compliance of each third party Consultant at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except

to the extent FEMA determines otherwise in writing, the Consultant also agrees to comply with any applicable implementing Federal directives that may be issued.

- c. Equal Employment Opportunity. The Consultant agrees to comply, and assures the compliance of each third party Consultant at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FEMA determines otherwise in writing, the Consultant also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Consultant agrees as follows:

- (a) The Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (b) If the Consultant is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Consultant to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Consultant's eligibility to obtain future Federal assistance for transportation Projects.

- (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Consultant agrees to comply and assures the compliance of each third party Consultant at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL

regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

- (3) Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Consultant agrees to facilitate participation by DBEs in the Project and assures that each third party Consultant at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:
- a) Nondiscrimination on the Basis of Sex. The Consultant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.
 - b) Nondiscrimination on the Basis of Age. The Consultant agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
 - c) Access for Individuals with Disabilities. The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Consultant also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Consultant agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 - (10) FEMA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- d. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- e. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FEMA determines otherwise in writing, the Consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and

with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

- f. Environmental Justice. The Consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- g. Other Nondiscrimination Laws. The Consultant agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

LOBBYING

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Consultant.

CLEAN AIR

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- (2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

CLEAN WATER

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- (2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Kingsland City Manager's Office. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the City of Kingsland City Manager's Office. In connection with any such appeal the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Kingsland's City Manager's Office shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Kingsland, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Kingsland and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City of Kingsland is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Kingsland, or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONSULTANT ASSURANCE

The Consultant, by submitting a proposal, shall adhere to all the applicable Federal provisions listed above. Failure to comply with Federal provisions shall be considered a breach of contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS

1. Overtime requirements - No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts - The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUPENSION

The Consultant, by submitting a proposal, certifies that to the best of its knowledge that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency; have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public transaction or contract under 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; are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with council of any of the offenses enumerated in the above statements of this section; have not within a three-year period preceding this application/proposal had one or more public transactions terminated for default.

DRUG-FREE WORK PLACE

The Consultant, by submitting a proposal, shall adhere Federal Drug Free Workplace requirements as outlined in 2 C.F.R. 182.

Consultant shall make good faith efforts to maintain a drug-free workplace, publish workplace statement and establish drug-free awareness programs for employees. Consultant should take action concerning who are convicted of violating drug statutes in the work place. Consultant shall contact the City of Kingsland if Consultant cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply provisions shall be considered a breach of contract.

DRAFT

**AMERICAN RESCUE PLAN ACT OF 2021 ASSISTANCE
CONSULTING PER THE CITY OF KINGSLAND SPECIFICATIONS**

All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this Agreement for the below listed hourly rates. Rates are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

[illegible]

¹ Hourly rates listed in response to the above rate table may be decreased through negotiation in any contract amendment agreed upon by each party, including contract renewals, but cannot be increased.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3599

AGENDA ITEM (ID # 3599)

Approval Of: Amended Contract for Services Between City of Kingsland and Camden Community Crisis Center, Inc.

A one-time amendment to an existing service agreement to provide additional emergency funding for Camden House.

STATE OF GEORGIA
CAMDEN COUNTY

FIRST AMENDMENT TO
CITY OF KINGSLAND
SERVICES CONTRACT

This First Amendment to City of Kingsland Services Contract (“Amended Contract”) made and entered into this _____, 2021, by and between the **CITY OF KINGSLAND, acting by and through its Mayor and City Council (the “City”)** and the **CAMDEN COMMUNITY CRISIS CENTER, INC.**, a non-profit corporation created pursuant to the laws of the State of Georgia (the “Center”).

RECITALS

WHEREAS the parties hereto have previously entered into a City of Kingsland Services Contract, dated December 2, 2020 (“Original Contract”);

WHEREAS, the Center has suffered significant damage and losses as a result of Tropical Storm Elsa; and

WHEREAS, significant repairs and remediations are necessary to restore the Center to the capacity necessary to offer the level of services previously provided, and to improve upon said services, which constitute a public benefit to the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the resumption and improvement of the provision of services provided to the City pursuant to the Original Contract, which constitute a public benefit, and in recognition of the significant losses suffered by the Center, it is agreed that the Original Contract referenced above is hereby amended as follows:

1. The City agrees to make a one-time payment as additional consideration in the amount of \$20,000.00 for the resumption and improvement of services the Center shall provide.
2. The parties agree that this Amendment constitutes a valid written instrument under the terms of the Original Contract.
3. Said Original Contract, except as herein amended, shall remain in full force and effect, but if any of the terms of said Original Contract are in conflict with the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the **CAMDEN COMMUNITY CRISIS CENTER, INC.**,
and **THE CITY OF KINGSLAND** have caused these presents to be signed, sealed and
delivered all as of the date hereof.

CAMDEN COMMUNITY CRISIS CENTER, INC.

By: _____

Attest: _____

Its: _____

CITY OF KINGSLAND, GEORGIA

By: _____

Its Mayor

Attest: _____

Its Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/26/21 06:00 PM
Department: City Clerk
Category: Miscellaneous
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3588

AGENDA ITEM (ID # 3588)

Approval Of: Cancellation of August 9, 2021 City Council Meeting Due

Cancellation of August 9, 2021 City Council meeting due to schedule conflicts with the annual Georgia Municipal Association (GMA) Conference, which is scheduled for August 6-10, 2021 in Savannah, Georgia.