



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JANUARY 10, 2022

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 Re-Zoning of a 5 Acre Portion of Parcel 107 019E -

Summer Josselyn, acting agent for property owner Vivian Valkili has applied for a re-zoning of a 5 acre portion of parcel 107 019E that contains approximately 43.11 acres located on the north side of Ben Garfunkel Rd. and the west side of Middle School Rd. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a retail store. Zoning is PD/R-3.

2. Public Hearing for the Purpose of Considering the Application for an Alcohol License for Race Trac, Inc. Db a Race Trac #254 -

Eliana Caraballo, acting agent for Race Trac, Inc. db a Race Trac #254, is applying for an alcohol license for retail sales of packaged beer/wine. The business is located at 168 Kings Bay Road.

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. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval of Re-Zoning of a 5 Acre Portion of Parcel 107 019E -

Summer Josselyn, acting agent for property owner Vivian Valkili has applied for a re-zoning of a 5 acre portion of parcel 107 019E that contains approximately 43.11 acres located on the north side of Ben Garfunkel Rd. and the west side of Middle School Rd. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a retail store. Zoning is PD/R-3. *Planning Commission recommends approval.*

2. Home Occupation-120 Forest Ridge Drive - Map & Parcel 095C 013 -

Andrew Woolard III has applied for a Home Occupation Permit for a landscaping business known as "A J's Lawn Care". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1. *Planning Commission recommends approval.*

IX. NEW BUSINESS

1. Appointments for 2022 Charter Positions -

Per the City Charter, the following charter positions shall be elected by Mayor and Council annually:

- a.) Mayor Pro Tem
- b.) City Attorney - Incumbent, Steven Blackerby
- c.) City Clerk - Incumbent, Ms. Jean Seigler
- d.) Chief of Police - Incumbent, Mr. Robert Jones
- e.) City Treasurer - Incumbent, Mrs. Filiz Morrow

2. Approval Of: Application for Alcohol License for Race Trac, Inc. Dba Race Trac #254 -

Eliana Caraballo, acting agent for Race Trac, Inc. dba Race Trac #254, is applying for an alcohol license for retail sales of packaged beer/wine. The business is located at 168 Kings Bay Road.

Chief of Police and Planning Department Staff recommend approval.

3. Approval Of: HMGP 4338-0016 Sub-Recipient Agreement -

This grant will be used to purchase and install one (1) fixed generator and (13) thirteen portable generators for the City of Kingsland to ensure continuity of critical services to the community. The total approved cost is \$517,373 with a federal share of \$388,030, state share of \$51,737, and a local share of \$77,606. An additional \$3,521.28 grant award has been approved to fund management costs to administer the program. *Staff recommends approval.*

4. Approval Of: CSRA Probation Services, Inc. Agreement -

Satilla Probation Services was sold to CSRA Probation Services, Inc. This agreement assumes all services of the prior agreement. The city attorney has reviewed and approved this agreement. *Staff recommends approval.*

5. Approval Of: Resolution #2022-01 Establishing the 2022 Qualifying Fees for Certain City Offices in the City of Kingsland -

Qualifying fee for Mayor is \$253.50, Qualifying fee for City Council is \$180.75

6. Approval Of: GWES Watershed Protection and Management Plan, Second Year Option -

GWES, LLC Professional Services contract to assist the city with project oversight, data analysis, and data management to ensure monitoring and reporting requirements are met.

Council was polled on December 20, 2021 and approved this agreement.

7. Approval Of: the Nature Conservancy Service Agreement -

An agreement between the City of Kingsland and The Nature Conservancy to provide consulting services for the project titled "Enhancing Floodplain Management in the City of Kingsland through Entry into the CRS Program." *Council was polled on December 20, 2021 and approved this agreement.*

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3754)

DOC ID: 3754

Public Hearing for Re-Zoning of a 5 Acre Portion of Parcel 107 019E

Summer Josselyn, acting agent for property owner Vivian Valkili has applied for a re-zoning of a 5 acre portion of parcel 107 019E that contains approximately 43.11 acres located on the north side of Ben Garfunkel Rd. and the west side of Middle School Rd. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a retail store. Zoning is PD/R-3.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3757)

DOC ID: 3757

Public Hearing for the Purpose of Considering the Application for an Alcohol License for Race Trac, Inc. Dba Race Trac #254

Eliana Caraballo, acting agent for Race Trac, Inc. dba Race Trac #254, is applying for an alcohol license for retail sales of packaged beer/wine. The business is located at 168 Kings Bay Road.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3755)

DOC ID: 3755

Approval of Re-Zoning of a 5 Acre Portion of Parcel 107 019E

Summer Josselyn, acting agent for property owner Vivian Valkili has applied for a re-zoning of a 5 acre portion of parcel 107 019E that contains approximately 43.11 acres located on the north side of Ben Garfunkel Rd. and the west side of Middle School Rd. The applicant is requesting the parcel be re-zoned to C-2 (General Commercial) for the purpose of a retail store. Zoning is PD/R-3. *Planning Commission recommends approval.*



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

Planning Commission Meeting Date: January 3, 2022

City Council Meeting Date: January 10, 2022

Agenda Item: Rezoning Request for 5-acre portion of Parcel- 107 019E

Background:

Summer Josselyn, acting agent for property owner Vivian Valkili has applied for a rezoning of a 5-acre portion of parcel 107 019E that contains approx. 43.11 acres located on the north side of Ben Garfinkle Rd. and west side of Middle School Rd. The applicant is requesting the parcel be rezoned to C-2 (General Commercial) for the purpose of a retail store.

Current Zoning: PD/R-3

Summary:

The area surrounding the parcel is a mixture of multifamily residential and commercial. The Planning Department has seen a commercial development trends along Middle School Rd. and the rezoning of C-2 will be consistent with the adjacent parcels in the area. No plans have been submitted or approved at this time and there is sewer and water available to this immediate area.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
 Planning Director

7682788140
PARTICIPANT ID
P2021000144

BK:2021 PG:144-144

FILED IN OFFICE
CLERK OF COURT
12/10/2021 07:09 AM
JOY LYNN TURNER, CLERK
SUPERIOR COURT
CAMDEN COUNTY, GA

Jeffrey M. Turner

GENERAL NOTES:

- THIS WAS THE FIRST OF BASIC HIGH PLATE AND
MADE OF PLASTIC. NO THERMAL MEASUREMENTS WERE
MADE ON THIS PLATE. THE PLATE WAS USED FOR
THE FIRST TIME IN THE PLATE WAS USED FOR
COURTESY AND IT WAS FOUND TO BE A-100000. THE
THE SUBJECT WAS SUBMITTED TO A THERMAL
UNIT-211
- THE SUBJECT WAS SUBMITTED WITHOUT BENEFIT OF
AN ATTORNEY AND MADE TO RETAINING ATTORNEY OR
OTHER REPRESENTATIVE. SUBJECT IF ANY, THAT MAY
AFFECT THE SUBJECT'S RIGHTS, IS NOT KNOWN.
SHOWN HEREON. ADDITIONAL EVIDENCES NOT
ALL INFORMATION NOT SHOWN.

REFERENCES:

- 281 3049 1651 MO08 0330

OWNER'S CERTIFICATE

THE CITY OF GEORGIA
CITY OF CAMDEN
THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE REAL OWNER
OF THE INTERESTS IN THE LAND SHOWN ON THE PLAT AND NOT
A BENEFICIARY UNDER THE TRUST AND THE SAID ADJUDICATION CONTAINED THEREIN OR
A PERSON ASSUMING TO BE THE OWNER OF THE SAID LAND OR INTEREST THEREIN
AND THAT HE OR SHE IS NOT A PERSON WHOSE NAME IS ON THE LIST OF PERSONS
WHO ARE NOT QUALIFIED TO HOLD LAND IN THE CITY OF CAMDEN.

MINE & MOUNTAIN

Vinson Varela

LANNING AND ZONING
DEPARTMENT OFFICIAL:

12/7/72 in 1972
MEMORIAL DANCE at UNIVERSITY and
STUDENT NEEDS for the NOVEMBER 6th

12/7/21

PROPERTY MANAGER CERTIFICATION

City Manager
D. J. Hall
121501

CERTIFICATION.

[illegible]

10

AT THE REQUEST OF:
SURVEY

CADERS WAY LLC

BEING A PORTION OF
TAX PARCEL No. 107 019E,
1606th C.M.D., CITY OF KINGSLAND
CAMDEN COUNTY, GEORGIA

PROPERTY CURRENTLY OWNED BY:
VAKILI VIVIAN

[illegible]

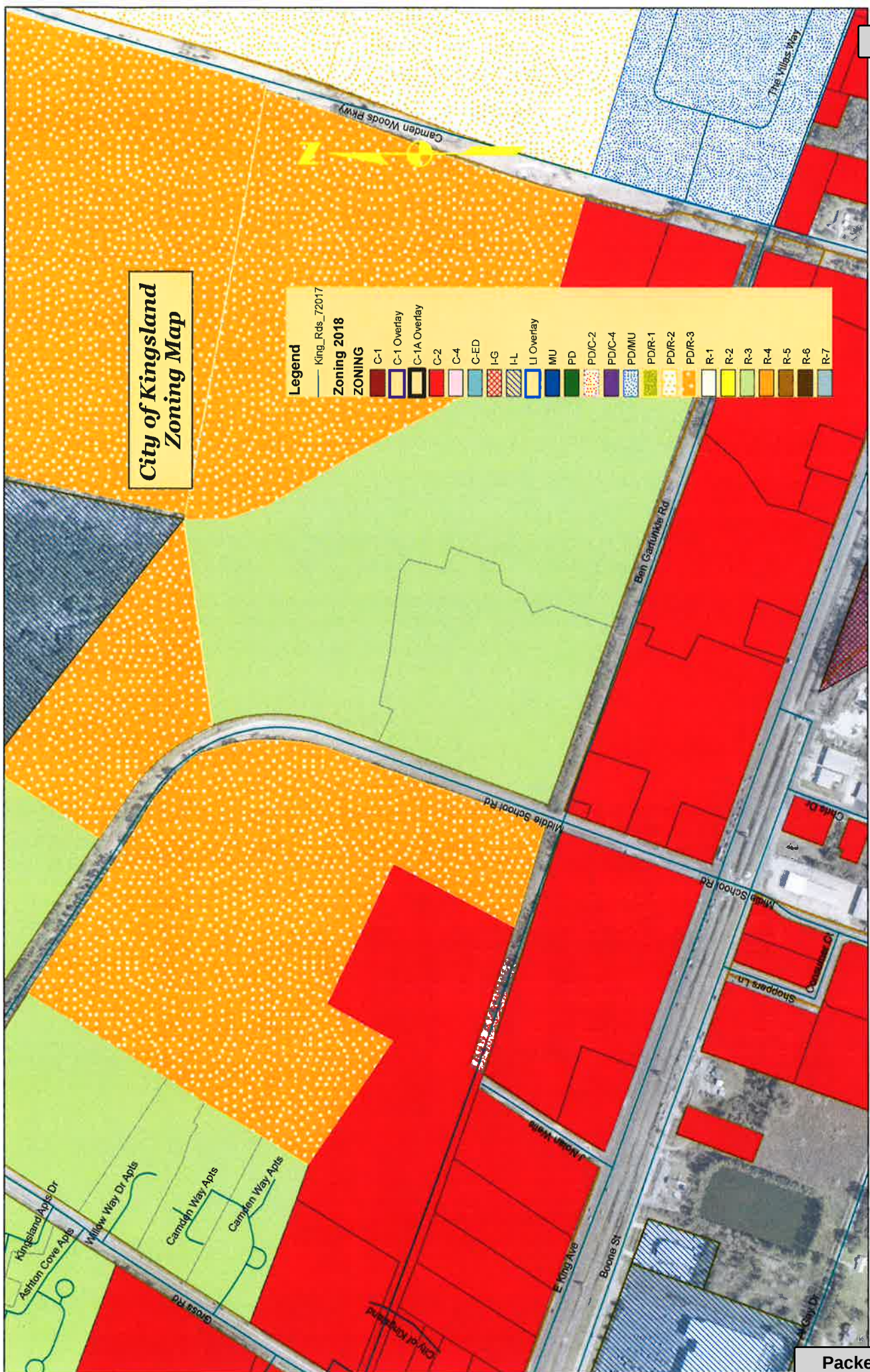
**CUMBERLAND
SURVEYORS**

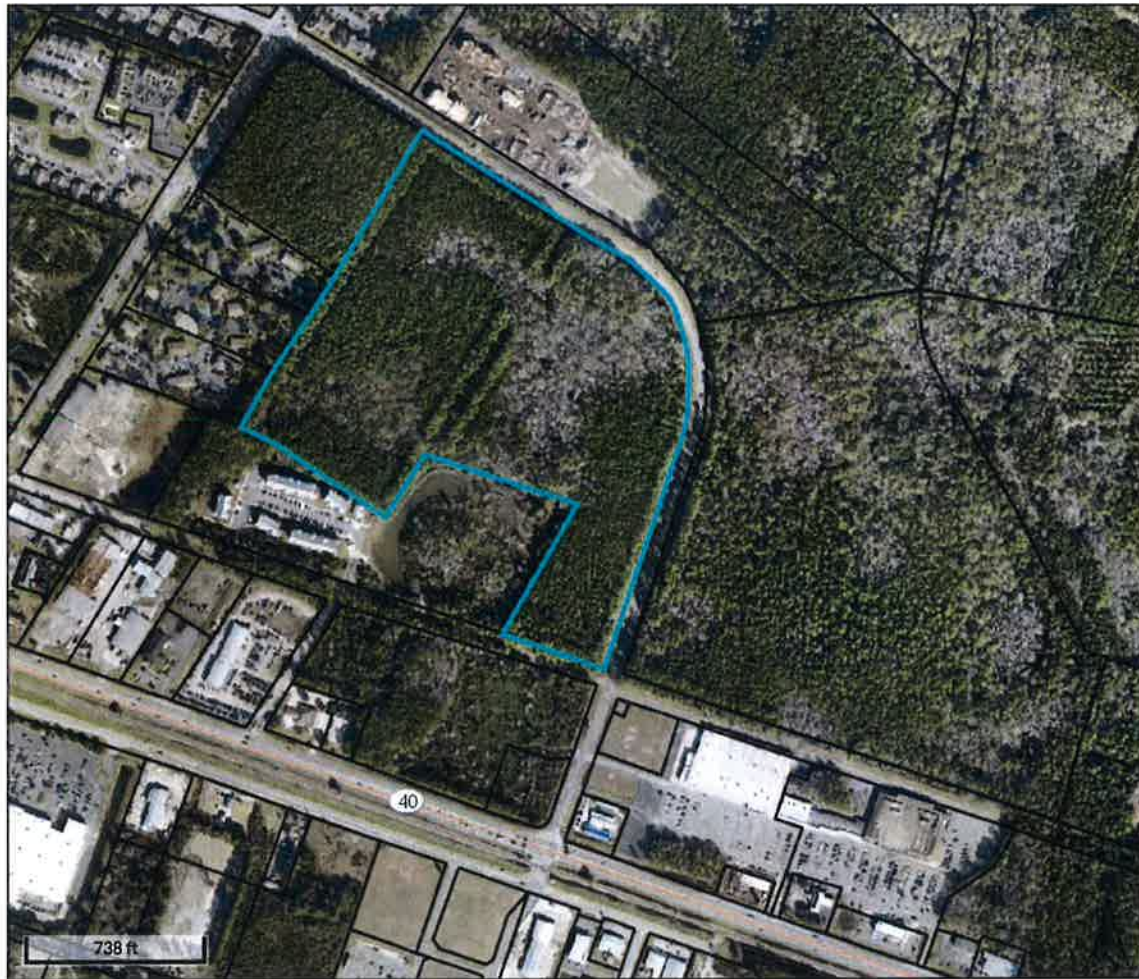
200 5 7 958-545 1216,
S-C-I-W 3M20200N
3M20200N 308

GRAPHIC SCALE

(IN FEET)

1 inch = 25.4 mm





Overview



Legend

-  Parcels
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
- City Labels**

Parcel ID	107 019E	Owner	VAKILI VIVIAN	Last 2 Sales			
Class Code	Residential		POST OFFICE BOX 20595	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		ST SIMONS ISLAND, GA 31522	4/16/2010	0	FY	U
	KINGSLAND	Physical Address	MIDDLE SCHOOL RD	1/14/2008	\$12000	GV	U
Acres	43.11	Assessed Value	Value \$344880				

(Note: Not to be used on legal documents)

Date created: 12/28/2021
Last Data Uploaded: 12/28/2021 3:37:25 AM

Developed by  Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3753)

DOC ID: 3753

Home Occupation-120 Forest Ridge Drive - Map & Parcel 095C 013

Andrew Woolard III has applied for a Home Occupation Permit for a landscaping business known as "A J's Lawn Care". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1. *Planning Commission recommends approval.*



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

Planning Commission Meeting Date: January 3, 2022

City Council Meeting Date: January 10, 2022

Agenda Item: Home Occupation for 120 Forest Ridge Drive, Map & Parcel 095C 013

Summary:

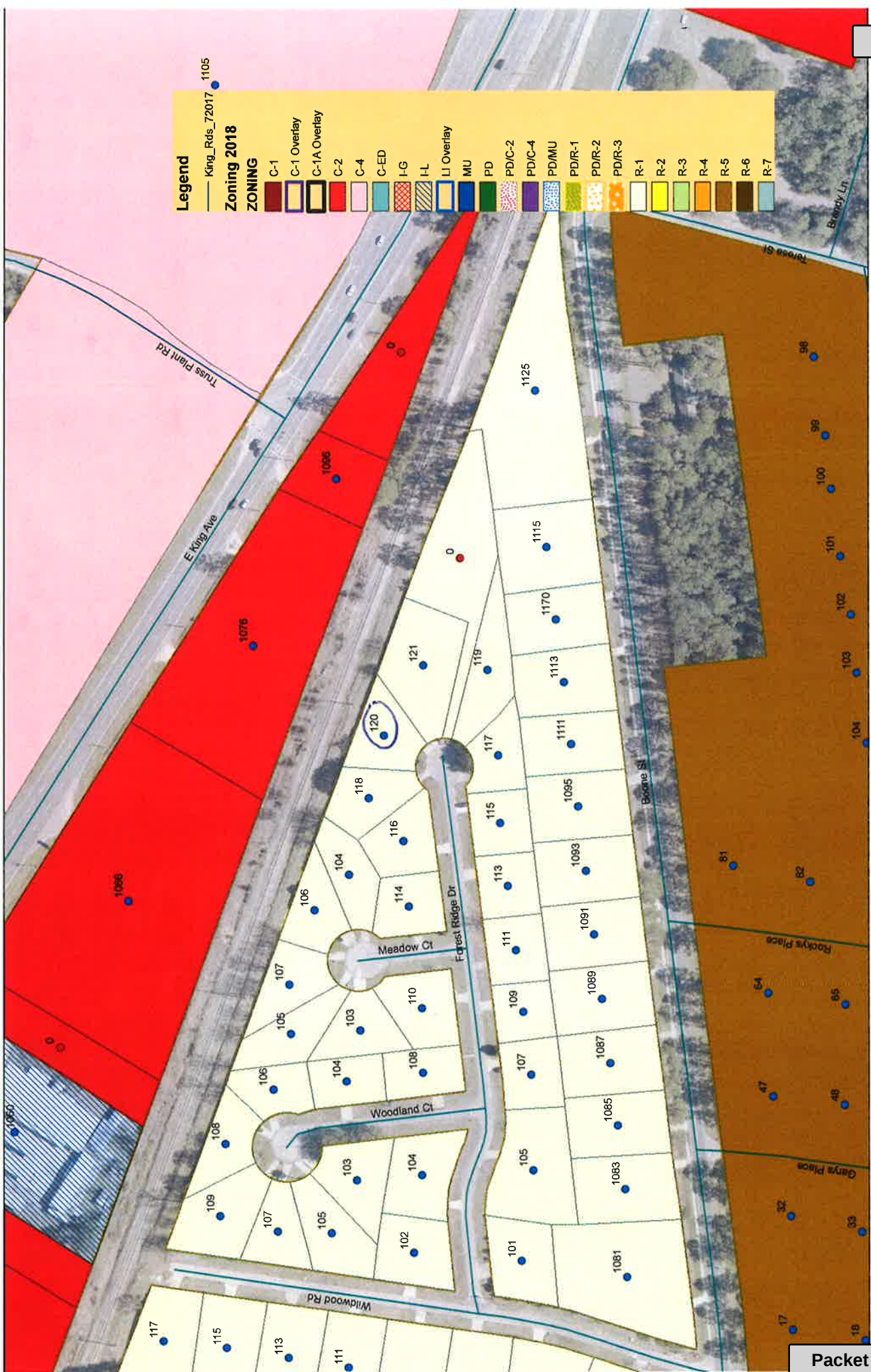
Andrew Woolard III has applied for a Home Occupation Permit for a landscaping business known as "A J's Lawn Care". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

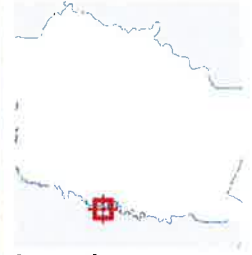
Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director





Overview



Legend

-  Parcels
-  Roads
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
-  City Labels

Parcel ID	095C 013	Owner	WOOLARD ANDREW & ALICIA B	Last 2 Sales			
Class Code	Residential		120 FOREST RIDGE DRIVE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	1/9/2004	\$82000	FM	Q
	KINGSLAND	Physical Address	120 FOREST RIDGE DR	5/2/2000	\$58000	FY	U
Acres	n/a	Assessed Value	Value \$130104				

(Note: Not to be used on legal documents)

Date created: 12/15/2021
Last Data Uploaded: 12/15/2021 3:40:21 AM

Developed by  **Schneider**
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3750

AGENDA ITEM (ID # 3750)

Appointments for 2022 Charter Positions

Per the City Charter, the following charter positions shall be elected by Mayor and Council annually:

- a.) Mayor Pro Tem
- b.) City Attorney - Incumbent, Steven Blackerby
- c.) City Clerk - Incumbent, Ms. Jean Seigler
- d.) Chief of Police - Incumbent, Mr. Robert Jones
- e.) City Treasurer - Incumbent, Mrs. Filiz Morrow



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3758

AGENDA ITEM (ID # 3758)

Approval Of: Application for Alcohol License for Race Trac, Inc. dba Race Trac #254

Eliana Caraballo, acting agent for Race Trac, Inc. dba Race Trac #254, is applying for an alcohol license for retail sales of packaged beer/wine. The business is located at 168 Kings Bay Road. *Chief of Police and Planning Department Staff recommend approval.*



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: January 10, 2022

Agenda Item: Alcohol License for Race Trac, Inc. dba Race Trac #254, Eliana Caraballo acting agent.

Summary: The applicant has applied for an alcohol license for Race Trac, Inc. The business is located at 168 kings bay Rd. The purpose of the alcohol license will be for retail sales of packaged beer/wine. No issues were found during the background and fingerprint checks.

Zoning: C-2 (General Commercial)

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

Scott L. Kimball

Planning & Zoning Director



City of Kingsland

POLICE DEPARTMENT

Dr. C. Grayson Day, Jr.
Mayor

Robert L. Jones
Chief of Police

To Scott Kimball,

December 7, 2021

A background investigation was conducted for the Alcohol Beverage License application submitted by Eliana Caraballo obo RaceTrac Inc. d/b/a RaceTrac #2534 168 Kings Bay Rd. Kingsland, GA 31548. The findings are:

A local criminal background check was conducted for Eliana Caraballo and no criminal history was located. There is no record of Caraballo having any negative contact with law enforcement with the Kingsland Police Dept. or any law enforcement in the region. An internet/social media search for Caraballo did not locate any information that would disqualify Caraballo from licensing.

I spoke with the two of the three persons listed as references on the application.

On 12/07/2021, I spoke with Patria Alvarez, 787-393-8986. Alvarez stated she has known Caraballo for approximately 25 years. Alvarez stated she knows of no reason why Caraballo should not be granted this application.

On 12/07/2021, I spoke with Jacqueline Picart, 407-800-7090. Picart stated she has known Caraballo for approximately 20 years as friends. Picart stated she knows of no reason why Caraballo should not be granted this application.

I was unable to speak with Adriana Silva, 904-392-7778, after several unsuccessful attempts.

Based on the above information I believe Eliana Caraballo is qualified for this alcohol license.

Respectfully,

A handwritten signature in blue ink that reads 'Sean Rafferty'.

Sean Rafferty
Criminal Investigations Division
Kingsland Police Dept.
912-729-8260

CITY OF KINGSLAND NOTICE OF SCHEDULED PUBLIC HEARING FOR THE ALCOHOL LICENSE APPLICATION FOR RACE TRAC, INC./ ELIANA CARABALLO ACTING AGENT

The City of Kingsland City Council will hold a public hearing on the alcohol license application for Race Trac, Inc. dba Race Trac #2534 / Eliana Caraballo acting agent. The business is located at 168 Kings Bay Rd. and the purpose of the alcohol license will be for packaged retail sales of beer/wine.

Notice is hereby given that a public hearing on the application is scheduled for the City Council meeting on Monday, January 10, 2022 at 6:00 p.m. at 107 S. Lee St. in the City Council Chambers. Anyone desiring to address the City Council regarding this application may do so in person or virtually via WEBX. Please check the City website for directions.

A Copy of the application is available at the Community Planning & Development office located at 105 S. Lee St.

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

X 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 29th day of November, 20 21

Eliana Caraballo

Eliana Caraballo

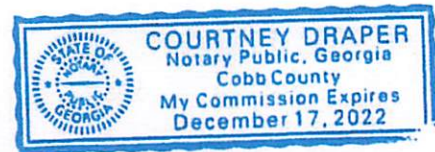
SIGN HERE

APPLICANT (s)

WITNESS

Courtney Draper
NOTARY PUBLIC
(SEAL)

NOTARIZE



To be completed by City Officials

Recommendation of Planning Dir. ✓ Approve Disapprove PK Initials

Recommendation of Police Chief ✓ Approve Disapprove 930 Initials

Recommendation of Building Insp. ✓ Approve Disapprove DE Initials

Date of Publication 12/16 & 12/23/2021

Dates of Reading by Council 1/10/22

Council Voted to: Approve Disapprove Initials

Date License Issued (subject to Council Approval): 1/11/22

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.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3747)

Meeting: 01/10/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3747

9.3

Approval Of: HMGP 4338-0016 Sub-Recipient Agreement

This grant will be used to purchase and install one (1) fixed generator and (13) thirteen portable generators for the City of Kingsland to ensure continuity of critical services to the community. The total approved cost is \$517,373 with a federal share of \$388,030, state share of \$51,737, and a local share of \$77,606. An additional \$3,521.28 grant award has been approved to fund management costs to administer the program. *Staff recommends approval.*

HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

On September 15, 2017, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Hurricane Irma. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4338-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests, and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, the Governor's Authorized Representative. The Subrecipient to this Agreement is City of Kingsland. The interests and responsibilities of the Subrecipient will be executed by the City of Kingsland, the Subrecipient Authorized Representative.

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

Exhibit "A": Application for Federal Assistance, Standard Form 424
 Exhibit "B": Assurances-Construction Programs, Standard Form 424 D
 Exhibit "C": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
 Exhibit "D": Certification regarding Drug-Free Workplace Requirements
 Exhibit "E": Certification regarding Lobbying
 Exhibit "F": Scope of Work
 Exhibit "G": Progress Payment Request Form
 Exhibit "H": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "F". The Subrecipient shall be responsible for the remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers

and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by City of Kingsland on or before March 14, 2022. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by City of Kingsland pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subrecipient's Authorized
Representative

Date

Date

EXHIBIT “A”**COVER PAGE FOR CURRENT
APPLICATION FOR FEDERAL ASSISTANCE**

Attachment: SRA (3747 : Approval Of: HMGP 4338-0016 Sub-Recipient Agreement)

Standard Form 424 (SF424) is not required for Hazard Mitigation Grant Program projects.

EXHIBIT "B"**COVER PAGE FOR CURRENT
ASSURANCES-CONSTRUCTION PROGRAMS**

Attachment: SRA (3747 : Approval Of: HMGP 4338-0016 Sub-Recipient Agreement)

ASSURANCES – CONSTRUCTION PROGRAMS

O.M.B NO. 4040-0009
Expiration Date: 01/31/2019

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

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

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

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

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

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

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

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

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

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

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

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of

OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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

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

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

12. Will comply with the provisions of the Hatch Act (5 U.S.C.

Attachment: SRA (3747 : Approval Of: HMGP 4338-0016 Sub-Recipient Agreement)

§§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

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

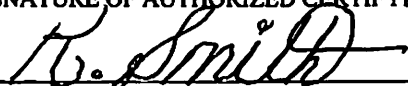
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Kingsland	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

Attachment: SRA (3747 : Approval Of: HMGP 4338-0016 Sub-Recipient Agreement)

EXHIBIT "C"
GEORGIA EMERGENCY MANAGEMENT
and HOMELAND SECURITY AGENCY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. Project Identification – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4338-0016 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. Documentation – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Recipient-Subrecipient Agreement
 - B. Copies of checks, vouchers, or ledger statements
 - C. Contracts awarded
 - D. Invoices or other billing documents
 - E. Progress reports
 - F. Record of advance or progress payments (where applicable)
3. Funding – Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. Debarred and Suspended Parties – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. Procurement Standards – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
 - A. Conflict of Interest Policy – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.

- B. Procurement – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:
- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$3,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
 - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.
 - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
 - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
 - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient's contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "G") and provide supporting documentation, such as an invoice and copies of check.
 - 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.

- 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
 - 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
 - 5) Quarterly report submissions must be current in order to receive progress payments.
 - B. Advance Payments – Advance payments will be made on an exception basis only.
7. Subrecipient Performance – The scope of work (see Exhibit F) must be initiated within 90 days of this award notification.
- A. If documentation, inspections, or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
- A. The award expiration date runs through March 14, 2022, and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
 - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.
9. Project Termination
- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the

effective date of the termination. All notices are to be transmitted via registered or certified mail.

- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice, or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Environmental and Historic Preservation Conditions

The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:

- A. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - B. If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.
12. Award Modifications
- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
 - 1) Any revision which would result in the need for additional funding.
 - 2) Transfers between budget categories.
 - B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
 - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
 - B. The initial progress report will cover the period through March 31, 2022. It must be submitted no later than April 15, 2022.
 - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
 - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
 - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "D"

Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

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

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

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

EXHIBIT "E"**CERTIFICATION REGARDING LOBBYING
Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative

Date

EXHIBIT "F"**SCOPE OF WORK**

The City of Kingsland will purchase, install, and maintain one (1) fixed generator and purchase thirteen (13) portable generators.

Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for City of Kingsland. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Location	Shipping and Installation	Generator	Fuel Tank	Fuel for Initial Testing	Facility Transfer Switch and Connections	Total Project Costs	FEMA Share	State Share	Local Share
Arizona Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Clarks Bluff Lift Station (46KW Portable Generator)	\$6,000	\$36,498				\$42,498	\$31,874	\$4,250	\$6,375
Davis Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Dynasty Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Ford Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Gross Lift Station (46KW Portable Generator)	\$6,000	\$36,498				\$42,498	\$31,874	\$4,250	\$6,375
Lake Wells Lift Station (60KW Portable Generator)	\$6,000	\$41,498				\$47,498	\$35,624	\$4,750	\$7,125
Laurel Landing Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Laurel Island Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Mariners Landing Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Meadows Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
MLK Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Sheffield Lift Station (30KW Portable Generator)	\$6,000	\$29,498				\$35,498	\$26,624	\$3,550	\$5,325
Winn Dixie Lift Station (90KW Fixed Generator)	\$6,000	\$23,899				\$29,899	\$22,424	\$2,990	\$4,485
Total:	\$84,000	\$433,373	\$0	\$0	\$0	\$517,373	\$388,030	\$51,737	\$77,606

The following conditions apply:**Locations:**

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, stored at 351 Lemon Street, Kingsland, Georgia 31548, Lat/Long: 30.804542, -81.694655

- Arizona Lift Station, 351 Lemon Street, Kingsland, Georgia 31548
Lat/Long: 30.804542, -81.694655
- Kingsland Elementary Lift Station, Highway 40 East, Kingsland, Georgia 31548
Lat/Long: 30.800636 -81.712280

Portable Generator (46 kW) for City of Kingsland Two (2) Lift Stations, stored at 680 Clarks Bluff Road, Kingsland, Georgia 31548, Lat/Long: 30.789830, -81.694877

- Clarks Bluff Lift Station, 680 Clarks Bluff Road, Kingsland, Georgia 31548
Lat/Long: 30.789830, -81.694877
- Colerain West Lift Station, Colerain Road, Kingsland, Georgia 31548
Lat/Long: 30.813212, -81.748676

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, stored at Davis and Howard Street, Kingsland, Georgia 31548, Lat/Long: 30.798364 -81.678466

- Davis Lift Station, Davis and Howard Streets, Kingsland, Georgia 31548
Lat/Long: 30.798364, -81.678466
- Kings Grant Lift Station, Kings Grant, Kingsland, Georgia 31548
Lat/Long: 30.811787, -81.682543

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, stored at 8318 Highway 40 East, Kingsland, Georgia 31548, Lat/Long: 30.790522, -81.646593

- Dynasty Lift Station, 8318 Highway 40 East, Kingsland, Georgia 31548
Lat/Long: 30.790522, -81.646593
- Lake Jordan Lift Station, Lake Jordan, Kingsland, Georgia 31548
Lat/Long: 30.795470, -81.652857

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, stored at 700 Camden Wood Parkway, Kingsland, Georgia 31548, Lat/Long: 30.782752, -81.623473

- Ford Lift Station, 700 Camden Wood Pkwy, Kingsland, Georgia 31548
Lat/Long: 30.782752, -81.623473
- Lake Manor Lift Station, Lake Manor Drive, Kingsland, Georgia 31548
Lat/Long: 30.803132, -81.649628

Portable Generator (46 kW) for City of Kingsland Two (2) Lift Stations, stored at 651 North Gross Road, Kingsland, Georgia 31548, Lat/Long: 30.796913, -81.638489

- Gross Lift Station, 651 North Gross Road, Kingsland, Georgia 31548
Lat/Long: 30.796913, -81.638489
- Kingsland North Lift Station, Colerain Road, Kingsland, Georgia 31548
Lat/Long: 30.822393, -81.678239

Portable Generator (60 kW) for City of Kingsland Two (2) Lift Stations, Lake Wellsley, Kingsland, Georgia 31548, Lat/Long: 30.817146, -81.621357

- Lake Wellsley Lift Station, Lake Wellsley, Kingsland, Georgia 31548
Lat/Long: 30.817146, -81.621357
- Industrial Park Lift Station, 168 Commercial Road, Kingsland, Georgia 31548
Lat/Long: 30.841768, -81.683355

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, Laurel Landing Boulevard, Kingsland, Georgia 31548, Lat/Long: 30.814599, -81.623837

- Laurel Landing Lift Station, Laurel Landing Blvd. Kingsland, Georgia 31548
Lat/Long: 30.814599, -81.623837
- Christians Landing Lift Station, Christians Landing, Kingsland, Georgia 31548
Lat/Long: 30.817283, -81.606294

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, Laurel Island Boulevard, Kingsland, Georgia 31548, Lat/Long: 30.803907, -81.635656

- Laurel Island Lift Station, Laurel Island Blvd. Kingsland, Georgia 31548
Lat/Long: 30.803907, -81.635656
- Marsh Harbor Lift Station, Marsh Harbor, Kingsland, Georgia 31548
Lat/Long: 30.818467, -81.611484

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, 274 Mariners Landing, Kingsland, Georgia 31548, Lat/Long: 30.770449, -81.622338

- Mariners Landing Lift Station, 274 Mariners Drive, Kingsland, Georgia 31548
Lat/Long: 30.770449, -81.622338
- Kmart Lift Station, 1601 Highway 40 East, Kingsland, Georgia 31548
Lat/Long: 30.785784, -81.637264

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, Meadows Subdivision, Kingsland, Georgia 31548, Lat/Long: 30.803272, -81.709465

- Meadows Lift Station, Meadows Subdivision, Kingsland, Georgia 31548
Lat/Long: 30.803272, -81.709465
- Lake Forrest Lift Station, O'Quinn-Lake Forrest, Kingsland, Georgia 31548
Lat/Long: 30.800438, -81.646253

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, Martin Luther King Drive, Kingsland, Georgia 31548, Lat/Long: 30.814766, -81.690517

- MLK Lift Station, Martin Luther King Dr. Kingsland, Georgia 31548
Lat/Long: 30.814766, -81.690517
- Colerain Lift Station, Colerain Road, Kingsland, Georgia 31548
Lat/Long: 30.819246, -81.641750

Portable Generator (30 kW) for City of Kingsland Two (2) Lift Stations, 301 Sheffield Street, Kingsland, Georgia 31548, Lat/Long: 30.796395, -81.701801

- Sheffield Lift Station, 301 Sheffield Street, Kingsland, Georgia 31548
Lat/Long: 30.796395, -81.701801
- Creekwood Lift Station, 111 Creekwood Drive, Kingsland, Georgia 31548
Lat/Long: 30.792250, -81.698966

Fixed Generator (90 kW) for City of Kingsland Winn Dixie Lift Station, 200 Haddock Road Kingsland, Georgia 31548, Lat/Long: 30.783873, -81.647869

Executive Order 11988 – Floodplains:

The facility and all its attendant utilities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Subgrantees must submit documentation to FEMA upon closeout documenting compliance with this condition

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Subrecipient Management Costs

City of Kingsland has been awarded subrecipient management costs in the amount of \$3,521.28.

The subrecipient must provide documentation for reimbursement of management costs that were acquired during the project.

The subrecipient management costs are not part of the total funding of the project and are not subjected to the local match portion.

These funds are separate and federally funded by FEMA.

EXHIBIT "G"
Progress Payment Request Form

Date: _____

HMGP Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Agreement Number: HMGP-4338-0016FEMA Project Number: HMGP-4338-0016Subrecipient Name: City of Kingsland

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request
(from continuation sheet attached)				
SUBTOTAL				
TOTAL				
Less Subrecipients Share (15%)				
NET AMOUNT REQUESTED				

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the award conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subrecipient's Authorized Representative (and printed name)

EXHIBIT "H"
Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number: **HMGP 4338-0016**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.039 Hazard Mitigation Grant Program (HMGP)**

Sub-award Project Description: **City of Kingsland Purchase one (1) Fixed Generator and thirteen (13) portable generators**

1. Sub-awardee DUNS Number _____
2. Sub-awardee Name _____
3. Sub-awardee DBA Name _____
4. Sub-awardee Address _____
5. If DBA, Sub-awardee Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
 Yes _____ No _____
 If Yes, continue to question 8. If No, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?
 Yes _____ No _____
 If Yes, continue to question 9. If No, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes _____ No _____
 If Yes, continue to question 9. If No, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: _____

This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.

Sub-award Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-award Obligation/Action Date: _____

Attachment: SRA (3747 : Approval Of: HMGP 4338-0016 Sub-Recipient Agreement)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3749)

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3749

9.4

Approval Of: CSRA Probation Services, Inc. Agreement

Satilla Probation Services was sold to CSRA Probation Services, Inc. This agreement assumes all services of the prior agreement. The city attorney has reviewed and approved this agreement. *Staff recommends approval.*

ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH KINGSLAND MUNICIPAL COURT AND CONSENT TO ASSIGNMENT ("Assignment Agreement") is entered into as of January 1, 2022 ("**Effective Date**"), by and among Kingsland Municipal Court (the "**Court**"), and the City of Kingsland, GEORGIA (the "**Governing Authority**"), SATILLA PROBATION MANAGEMENT CORPORATION (sometimes referred to herein as the "**Assignor**") and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the "**Assignee**").

Recitals:

WHEREAS, on May 10, 2021, the Court and Governing Authority awarded probation services agreement to Assignor (the "**Services Agreement**"), attached hereto and incorporated by reference as **Attachment A**, for the provision of probation services to the Court; and

WHEREAS, pursuant to the terms of Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

WHEREAS, the skilled personnel, knowledge base, and equipment of the Assignor's business unit charged with performing the work has been transferred to CSRA Probation Services, Inc. (the Assignee); and

WHEREAS, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority, and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of the Assignor's right, title, and interest in and to the Services Agreement. Assignor shall

execute and deliver to Assignee such further assignments, acknowledgments, and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.

2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title, and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage, or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority.** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title, and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
 - 5.1 **Assignor Representations.** Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
 - 5.2 **Assignee Representations.** Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
 - 6.1 **Notices.** Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.
 - 6.2 **Governing Law.** This Assignment Agreement is governed by the laws of the State of Georgia.
 - 6.3 **Construction and Interpretation.** This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the

Assignment Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns, and representatives of each of the parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Court, Governing Authority, Assignor, and Assignee have executed this Assignment Agreement as of the date set forth above.

COURT:

Address for Notices:
Kingsland Municipal Court
P.O. Box 250
Kingsland, Georgia 31548

By: _____

Name: Robert C. Sweatt, Jr.

Title: Chief Judge

GOVERNING AUTHORITY:

Address for Notices:
City of Kingsland
P.O. Box 250
Kingsland, Georgia 31548

By: _____

Name: Dr. C. Grayson Day

Title: Mayor

ASSIGNOR:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

SATILLA PROBATION MANAGEMENT CORP.

By: _____

Name: Michael Popplewell

Title: President

ASSIGNEE:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

CSRA PROBATION SERVICES, INC.

By: _____

Name: Michael Popplewell

Title: President

Attachment: CSRA Probation Agreement (3749 : Approval Of: CSRA Probation Services, Inc. Agreement)

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between Satilla Probation Management Corporation, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the Municipal Court of the City of Kingsland, State of Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, §42-8-100 through §42-8-109, Georgia Department of Community Supervision Rules for Misdemeanor Probation Services, and as amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or its Governing Authority, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered:
Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.

Contractor shall prepare documentation pertaining to each probation case for the Court.

Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.

Contractor shall schedule and confirm community service work being performed.

Contractor shall provide for drug and alcohol screening or testing when such testing is required.

Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.

Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.

Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.

Contractor shall provide online payment system for offender convenience.

Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:

Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct

supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has been convicted of a felony or sufficient misdemeanors to establish a pattern of disregard for the law. Violations of misdemeanors when the employee has received a pardon shall not be considered; No person shall be employed who has been convicted of or pled guilty or nolo contendere to any misdemeanor involving moral turpitude within 5 years preceding the date of employment; No person shall be hired with an outstanding warrant for their arrest; No person shall be hired with a pending charge in the following areas: felony, domestic violence, or misdemeanor involving moral turpitude.

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council and shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-.10. Requirements for criminal records checks: Services provider shall fingerprint new individuals through GAPS within 10 day of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-.09 and 105-2-.12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Support Staff Orientation training curriculum shall include, but will not be limited to a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage: Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00). Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision: Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offender's to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:

Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is \$100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVEF) in every case where an individual is serving under active probation supervision and paying a supervision fee, \$9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.
Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer inasmuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating

factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

- (1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
- (2) The defendant's earnings and other income;
- (3) The defendant's financial obligations, including obligations to dependents;
- (4) The period of time during which the probation order will be in effect;
- (5) The goal of the punishment being imposed; and
- (6) Any other factor the court deems appropriate.

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three

months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.

(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A. 42-8-103.1. Serving consecutive misdemeanor sentences

(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.

Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements. Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall be maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

Contractor shall provide written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;
2. The amount of fines, statutory surcharges, and restitution collected;

3. The amount of fees collected and the nature of such fees, including probation supervision fees;
 4. Rehabilitation programming fees;
 5. Electronic monitoring fees;
 6. Drug or alcohol detection device fees;
 7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
 8. Drug testing fees;
 9. The number of community service hours performed by probationers under supervision;
 10. A listing of any other service for which a probationer was required to pay to attend;
 11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
 12. The number of warrants issued during the quarter and;
 13. These reports shall be in such detail as MPOU may require.
- (i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.

(a) Required records are as follows:

1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes.

O.C.G.A. § 42-8-109.2. Confidentiality of Records

(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

(b) (1) Any probationer under supervision under this article shall:

- (A) Be provided with a written receipt and a balance statement each time he or she makes a payment;
- (B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and
- (C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her

probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(e) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) **The Sending Probation Entity.** The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) **Approval of the Transfer.** Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) **Transfer of Cases Involving Financial Collections.** When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) **Probation Violations by Transferred Probationers.** When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.

(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.

- (g) **Sentence Expiration.** When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.
- (h) **Transfer of Probation Supervision into and Out of State.** Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.
- (i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:

During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the 31st day of December, 2024.

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation is Responsibility of Probationer.

The Court or its Governing Authority shall not be liable for payment of any program fee.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

Notice of Court Sessions:

The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:

Neither the State, the Court, nor its Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, or agents in the performance of services conducted on the property of the Court's Governing Authority. Contractor agrees that Contractor shall indemnify and hold harmless the State, the Court and its Governing Authority from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees or agents under the terms of this Agreement.

Time is of the Essence of this Agreement.**Compliance with the Law:**

The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:

Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or its Governing Authority to their respective employees.

Entire Agreement:

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

Binding Agreement:

This Agreement shall not be binding upon any successor to the undersigned Judge of the Municipal Court of the City of Kingsland unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (90) days of taking the oath of office.

Notice:

Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:

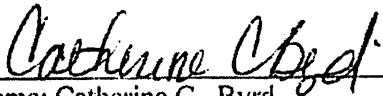
Satilla Probation Management Corp.
10784 Main Street North
P.O. Box 1065
Nahunta, Georgia 31553
(912) 462-7958

Court:

The Municipal Court of the City of Kingsland
P.O. Box 250
Kingsland, Georgia 31548
(912) 729-8231

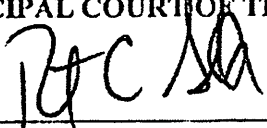
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON

THE 10 DAY OF May, 2021

PROBATION SERVICES CONTRACTOR:


Name: Catherine C. Byrd

Title: President, Satilla Probation Management Corporation

MUNICIPAL COURT OF THE CITY OF KINGSLAND:


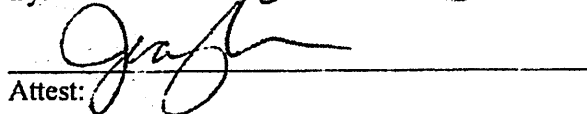
Robert C. Sweatt, Jr.

Judge of the Municipal Court, City of Kingsland, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the _____ day of _____, 20____.



By:



Attest:

DR. C. Grayson Day, Mayor
Name and Title

Jean Seigler, City Clerk
Name and Title

Exhibit "A"
Satilla Probation Management Corporation
Program Fee Schedule
 (All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation (\$25.00 one-time fee):

Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders entering a Pre-trial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Coordinate Special or Additional Conditions (\$10.00 per month):

Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening (\$25.00 per test):

As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee (\$20.00 per revocation/modification petition or violation of probation warrant):

A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

Victim Compensation Supervision Probation Fees (\$9.00 per month):

A nine dollar (\$9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee (\$25.00 per warrant):

When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court payable to such party as determined by the Court.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3756)

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3756

9.5

Approval Of: Resolution #2022-01 Establishing the 2022 Qualifying Fees for Certain City Offices in the City of Kingsland

Qualifying fee for Mayor is \$253.50, Qualifying fee for City Council is \$180.75

RESOLUTION #2022-01**A RESOLUTION ESTABLISHING THE 2022 QUALIFYING FEES FOR CERTAIN CITY OFFICES IN THE CITY OF KINGSLAND**

WHEREAS, O.C.G.A § 21-2-131 (a)(1)(A) requires the City Council to fix and publish a qualifying fee for each city office to be filled in the upcoming General Election; and

WHEREAS, the City Council has reviewed the salaries for those offices pursuant to O.C.G.A. § 21-1-131 (a)(1)(A);

NOW, THEREFORE BE IT RESOLVED, by the City Council, acting in its capacity as the governing authority of the City of Kingsland, Georgia that the 2022 qualifying fees for city offices are:

- Qualifying fee for Mayor is \$253.50
- Qualifying fee for City Council is \$180.75

ADOPTED, this 10th day of January 2022.

BY: _____
Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 01/10/22 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3748

AGENDA ITEM (ID # 3748)

Approval Of: GWES Watershed Protection and Management Plan, Second Year Option

GWES, LLC Professional Services contract to assist the city with project oversight, data analysis, and data management to ensure monitoring and reporting requirements are met. *Council was polled on December 20, 2021 and approved this agreement.*

GWES, LLC.

PROFESSIONAL SERVICES AGREEMENT

This agreement made as of December 13, 2021 between City of Kingsland (**Client**) and GWES, LLC. (**GWES**) to perform professional services for the assignment described as follows:

Project: Watershed Protection and Management Plan, Second Year Option
Location: Kingsland, Camden County, Georgia

Description of Project:

Our proposed scope includes the tasks listed below.

- **Task 1: 2022 Water Quality Monitoring** – GWES will provide project oversight, data analysis, and data management to ensure monitoring and reporting requirements are met. The Client will be responsible for conducting water quality sampling and coordinating laboratory testing. Services to begin in February 2022
- **Task 2: 2022 Annual Report** – GWES will submit the annual watershed monitoring report by June 30th, 2023 and coordinate question responses with GAEPD.

- I. **PROFESSIONAL SERVICES:** **GWES** agrees to perform the following Basic Services under this contract:

Refer to the City of Kingsland RFP #COK 21-016 and GWES's Watershed Protection and Management Plan proposal dated March 15, 2021 for a description of services to be provided under this agreement. The City has altered the scope of services to include the 2021 reporting year only.

- II. **COMPENSATION:** The compensation to be paid to **GWES** for providing the requested services shall be:

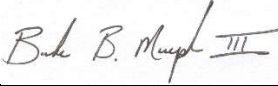
☐	Estimated Fee	\$	Enter	or Maximum Fee	\$	Enter
☒	Lump Sum	\$	3,500			
☐	Other (specify)					

GWES shall submit invoices to the **Client** monthly for services rendered. Invoices shall be accompanied by a description of services rendered and progress schedule for completion of the work. Payment is expected within net 30 days from receipt of invoice. GWES reserves the right to suspend or terminate work and to charge 1.5% per month for any invoice amount not paid within 30 days.

- III. **TERMINATION:** This Agreement may be terminated by seven (7) days' written notice from either party in the event of substantial failure by the other party and through no fault of the terminating party to perform in accordance with the terms herein. If this Agreement is

so terminated, the **Client** shall pay **GWES** for work satisfactorily completed up to the date of termination.

- IV. **INDEMNIFICATIONS:** **GWES** and the **Client** mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
- V. **INSURANCE:** **GWES** shall, prior to commencement of work, submit to the **Client** a certificate of insurance for coverage currently in effect (errors and omissions, worker's compensation, automobile, and general liability coverage). It is **GWES**'s responsibility to notify the **Client** immediately of any significant policy change or termination of coverage and to supply new certificates of insurance when policies are renewed.
- VI. **DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- VII. **NONDISCRIMINATION:** **GWES** shall comply with all applicable laws, rules, orders, and regulations of governmental authority covering the production, sale and delivery of materials or services specified herein. Such laws, rules, orders, and regulations shall include, but are not limited to, Executive Order 11246, 41CFR60-741.4, which covers Section 503 of the Rehabilitation Act of 1973, and 41CFR60-250.1, which covers the Vietnam Era Veterans' Readjustment Assistance Act of 1974, both of which are hereby incorporated by reference.
- VIII. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Georgia.

City of Kingsland		GWES, LLC.	
By:		By:	
Printed Name:		Printed Name:	Burke B Murph III
Title:		Title:	Principal
Address:	107 S. Lee Street Kingsland, GA 31548	Address:	1510 Newcastle St. Brunswick, GA 31520
Date Signed:		Date Signed:	December 13, 2021



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3746)

Meeting: 01/10/22 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3746

Approval Of: the Nature Conservancy Service Agreement

An agreement between the City of Kingsland and The Nature Conservancy to provide consulting services for the project titled "Enhancing Floodplain Management in the City of Kingsland through Entry into the CRS Program." *Council was polled on December 20, 2021 and approved this agreement.*

The Nature Conservancy

AGREEMENT

This agreement (Agreement) made this 27th day of December 2021, by and between the City of Kingsland, (hereinafter called the CITY), whose address is 107 S. Lee Street P.O. Box 250 Kingsland, Georgia 31548 and The Nature Conservancy, a non-profit District of Columbia corporation with a local business address of P.O. Box 484, Darien GA 31305 (hereinafter called the CONTRACTOR).

Period of Performance: November 22, 2021 – September 30, 2023

CFDA Number: 11.419

Project Title: Enhancing Floodplain Management in the City of Kingsland through Entry into the CRS Program

Location: Kingsland, Camden County, Georgia

Description of Project: The project scope includes the tasks listed below:

- **Year 1 Task:** Contractor will be responsible for the following activities: participate in review of the floodplain management audit, open space analysis, and Open House/webinar materials, as well as attend the Program for Public Information (PPI) and Community Rating System (CRS) Users Group meetings.
- **Year 2 Task:** Contractor will be responsible for the following activities: review Camden County Rise Ready Coastal Resilience Toolkit, review and upload open space information into the CRS Open Space Explorer Tool at (<https://crs.tnc.org>) and participate in countywide floodplain management ordinance review, Camden County PPI meeting, and public Open House/webinar.

- I. **TERMINATION:** This Agreement may be terminated by seven (7) days' written notice from either party in the event of substantial failure by the other party and through no fault of the terminating party to perform in accordance with the terms herein.
- II. **INDEMNIFICATIONS:** The Nature Conservancy and the City mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
- III. **INSURANCE:** The Nature Conservancy shall, prior to commencement of work, submit to the City a certificate of insurance for coverage currently in effect (errors and omissions, worker's compensation, automobile, and general liability coverage). It is The Nature Conservancy's

responsibility to notify the **City** immediately of any significant policy change or termination of coverage and to supply new certificates of insurance when policies are renewed.

- IV. DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- V. NONDISCRIMINATION: The Nature Conservancy** shall comply with all applicable laws, rules, orders, and regulations of governmental authority covering the production, sale and delivery of materials or services specified herein.
- VI. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Georgia.
- VII. BUDGET SUMMARY:** The City's funding for this Agreement is provided via the Georgia Department of Natural Resources Coastal Incentive Grant Award Agreement Cycle 24, dated August 20, 2021, between the Georgia Department of Natural Resources, Coastal Resources Division, and the City (the "Prime Award").

For the Year 1 Task: The City will pay Contractor \$0, and Contractor will provide \$2,635 in in-kind match through salaries, fringe benefit and indirect cost, as provided in the Prime Award.

For the Year 2 Task: The City will pay Contractor \$5,000, and Contractor will provide \$3,163 in in-kind match through salaries, fringe benefit and indirect cost as provided in the Prime Award.

<u>Budget Item</u>	Amount
Salaries	\$ 2,887.30
Fringe Benefit (41.10%)	\$ 1,186.68
Subtotal	\$ 4,073.98
Indirect Cost (22.73%)	\$ 926.02
City of Kingsland Total	\$ 5,000.00
TNC Match (Including fringe and indirect cost)	\$ 5,798.00
Project Total	\$ 10,798.00

This _____ day of _____, 2021

CITY OF KINGSLAND, GEORGIA

By: _____
City Manager

Attest

City Clerk

THE NATURE CONVERSANCY

BY: 