



PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 30, 2024

1:05 PM

PUBLIC SAFETY

- 1.** Motion to approve SAMHSA Grant Treatment Contract for women's residential treatment facility for Richmond County State Court Accountability Court Programs.
- 2.** Motion to approve a change order in the amount of \$436,384 that will increase the net amount of P454496 to \$1,311,384 for Bid Item #22-291A Early Site Package Soil Remediation – New Fire Station #3, awarded to Kuhlke Construction & Associates.
- 3.** Motion to accept the FY2023 Assistance to Firefighters Grant (AFG) in the amount of \$243,873.63 and authorize the mayor to execute all appropriate documentation.
- 4.** Receive as information the emergency replacement of the RCCI Kitchen HVAC system in the amount of \$26,800 and approve the transfer of funds from the Inmate store reserve fund to capital outlay.
- 5.** Discuss hiring a consultant to review the operations of Animal Services. (**Requested by Commissioner Sean Frantom**)
- 6.** Motion to approve the minutes of the Public Safety Committee held on June 11, 2024.



State Court of Richmond County Accountability Court

Meeting Date: July 30, 2024

State Court Accountability Court SAMHSA Treatment Contract 2024

| | |
|---|---|
| Department: | Richmond County State Court |
| Presenter: | Crystal Page |
| Caption: | Motion to approve SAMHSA Grant Treatment Contract for women's residential treatment facility for Richmond County State Court Accountability Court Programs. |
| Background: | Mary Hall Freedom House will provide residential treatment for three (3) females who are enrolled in the accountability court program and are struggling with alcohol and/or drug addiction |
| Analysis: | N/A |
| Financial Impact: | Services provided are fully paid by the SAMHSA grant award |
| Alternatives: | None |
| Recommendation: | Approve |
| Funds are available in the following accounts: | 220022641 |
| <u>REVIEWED AND APPROVED BY:</u> | Judge Ashanti L. Pounds Chief Judge Kellie K. McIntyre |

State Court Accountability
Courts



James H. Ruffin, Jr. Courthouse
735 James Brown Blvd., Suite 4108
Augusta, GA 30901

Ashanti L. Pounds
STATE COURT JUDGE

Crystal Page, Coordinator
(706) 849-3484

AGREEMENT

THIS AGREEMENT is effective as of the 26th day of June, 2024, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Mary Hall Freedom Village** (herein "Contractor", collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts and Treatment Courts (RCAC) and **Mary Hall Freedom Village** for the services of Residential Treatment Services/Treatment Provider RCAC Program and shall not be modified or altered in any way without the express written agreement of all parties.

WITNESSETH THAT:

WHEREAS the County and the State Court of Richmond County Accountability Courts and Treatment Courts desire to obtain a Contractor to provide services generally described as a Treatment Provider (the "Work"); and

WHEREAS the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

WHEREAS, the Contractor has agreed to provide such services as outlined in this agreement; and,

WHEREAS the public interest will be served by this Agreement; and,

NOW, THEREFORE, the Parties hereby do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

RCAC Residential Treatment Services/Treatment Provider

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts and Treatment Courts (referred to herein as "State Court" or "Court").

a. The Contractor shall provide the following services:

1. Provide Residential Treatment Services for a minimum of 6 months (may be longer dependent upon treatment plan) for up to 3 female accountability court eligible participants per year. The parties may agree, on a case-by-case basis, that a particular participant would not require the minimum 6-month Residential Treatment Service, which will not be in violation of this term.

2. Complete a comprehensive biopsychosocial assessment, GPRA assessment and mental health assessment and psychiatric evaluation by a qualified and certified licensed professional as deemed necessary. Item 1.
3. Provide and maintain a client specific treatment plan with SMART goals and objectives.
4. Provide individual and group therapy consistent with the participant's needs. Individual sessions will be conducted at a minimum weekly up to 90 days, bi-weekly 90 – 180 days and monthly from 180-365 days. Participants who are dual diagnosed or have co-occurring disorders will have ongoing access to mental health and/or behavioral health services, crisis intervention services, monthly medication management as necessary, and regular individual behavioral/mental health therapy as deemed necessary by licensed therapists.
5. Provide monthly updates and progress reports that include treatment attendance, progress with meeting treatment plan goals, adherence to program rules and participation in individual counseling sessions, career development, employment goals and parenting.
6. Provide data as required on SAMHSA GPRA measures.
7. Contractor will conduct drug testing upon admission and monthly random testing. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. Contractor further agrees to follow drug testing policy and procedures adopted by the RCAC team. Contractor will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line, POSITIVE UDS.
8. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
9. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
10. Contractor shall make available to the RCAC team via Zoom or in person as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in the Residential Treatment Services if required.
11. Ensure prompt submission of invoices to RCAC not later than the 10th of each month.
12. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.
13. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on September 30, 2023, and end on September 29, 2028, if funding is made available. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work performed prior to termination.

II. WORK CHANGES

- A. The Court reserves the right to order changes in the Work to be performed under, as described in I(B) above, by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.

- B. Any Work added to the scope of this Agreement by a change order shall be executed under all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

Item 1.

- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

III. COMPENSATION AND METHOD OF PAYMENT

A. Treatment Provider:

The Contractor shall be compensated in the amount of \$1,058.00 per participant, per month, with maximum compensation not to exceed \$12,700 annually per participant. Compensation is specifically for treatment services provided for the Accountability Courts Programs for actual services provided.

B. Prompt Payment Act

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

IV. COVENANT OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. Court's Reliance on the Work

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

C. Assignment of Agreement

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

D. Responsibility of Contractor and Indemnification of Court

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts

the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

Item 1.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

E. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents, or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

F. Records and Reports

(1) Records:

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the Court all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the Court.

G. Conflicts of Interest

H. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement.

and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

V. TERMINATION

Item 1.

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement, or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement, or any services noted herein without cause should budgeted and/or grant funds are not available.
- C. Upon termination, the Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. NOTIFICATIONS:

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or, (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this

Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

Item 1.

IX. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

X. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

[THIS SPACE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of June 26, 2024, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

CONTRACTOR

Mary Hall Freedom Village
 Print Name

By: Jametue Jones
 Signature
Behavioral Health Director

Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]



My Commission Expires:

January 11, 2027

RICHMOND COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

n

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____



Public Safety Committee

Meeting Date: July 30, 2024

Change Order Request – P454496 for Bid Item 22-291A Early Site Package Soil Remediation –
New Fire Station #3

| | |
|---|---|
| Department: | Fire |
| Presenter: | Antiono Burden, Fire Chief/EMA Director |
| Caption: | Motion to approve a change order in the amount of \$436,384 that will increase the net amount of P454496 to \$1,311,384 for Bid Item #22-291A Early Site Package Soil Remediation – New Fire Station #3, awarded to Kuhlke Construction & Associates. |
| Background: | This change order is to cover additional work that has been performed due to unforeseen conditions at the future site of New Fire Station #3. As work has progressed on this site the unsuitable subsurface soil conditions encountered were greater than anticipated through interpretive data based on the geotechnical reports for this site. |
| Analysis: | The total additional work to date amounts to a total of \$286,384 which represents 379 additional truckloads of unsuitable material hauled off site (14cu/yds). This change order is also asking for a contingency amount of \$150,000 to compensate the stated contract work for this portion of the project. The project sitework is approximately two-thirds complete. Any funds not allocated to this contingency will be utilized for the next phase of the project. Given the current site conditions and the unsuitable materials unearthed so far, this contingency is requested to accelerate project completion. We anticipate encountering more unsuitable soil during the remaining excavation. |
| Financial Impact: | \$436,384 |
| Alternatives: | None at this time. |
| Recommendation: | To approve the Motion to approve a change order in the amount of \$436,384 that will increase the net amount of P454496 to \$1,311,384 for Bid Item #22-291A Early Site Package Soil Remediation – New Fire Station #3, awarded to Kuhlke Construction & Associates. |
| Funds are available in the following accounts: | 329-03-4510/54-13130 |
| <u>REVIEWED AND APPROVED BY:</u> | Antiono Burden, Fire Chief/EMA Director |

Change Order**1 of 2****PROJECT** (Name and address):

Fire Station #3 Early Site Package
2649 Gordon Hwy
Augusta, GA 30909

CHANGE ORDER NUMBER: 03**DATE:** 6/20/2024OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO CONTRACTOR** (Name and address):

Kuhlke Construction & Associates, Inc.
PO Box 14549
Augusta, Georgia 30919-0549

PROJECT #: 2318**CUSTOMER CONTRACT ID:****CONTRACT DATE:** 01/16/2023**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

05: Additional Excavations & Hauling

90 days

436,384.00

<https://redteam.link/n4kq161>

The original Contract Sum was

\$ 875,000.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 875,000.00

The Contract Sum will be INCREASED by this Change Order in the amount of

\$ 436,384.00

The new Contract Sum including this Change Order will be

\$ 1,311,384.00

The Contract Time will be adjusted by 90 days.

The date of Substantial Completion as of the date of this Change Order therefore is 3/10/2024

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Johnson, Laschober & Associates, PC (JLA)

ARCHITECT (Firm name)

PO Box 2103
Augusta, GA 30903

ADDRESS**BY** (Signature)

Watson Lee Dorn, III
(Typed name)

Kuhlke Construction & Associates, Inc.

CONTRACTOR (Firm name)

PO Box 14549
Augusta, Georgia 30919-0549

ADDRESS**BY** (Signature)

Richard Prouty, III
(Typed name)

6-20-24

DATE

City of Augusta Procurement Office

OWNER (Firm name)

535 Telfair Street Suite 605
Augusta, GA 30901

ADDRESS**BY** (Signature)

(Typed name)

DATE**Change Order****2 of 2**

PROJECT (Name and address):
Fire Station #3 Early Site Package
2649 Gordon Hwy
Augusta, GA 30909

TO CONTRACTOR (Name and address):
Kuhlke Construction & Associates, Inc.
PO Box 14549
Augusta, Georgia 30919-0549

CHANGE ORDER NUMBER: 05
DATE: 6/20/2024

PROJECT #: 2318
CUSTOMER CONTRACT ID:
ARCHITECT'S PROJECT N°:
CONTRACT DATE: 01/16/2023

OWNER: ☐
ARCHITECT: ☐ Item 2.
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

NARRATIVE FOR THIS CHANGE:

THIS CHANGE ORDER REPRESENTS THE ADDITIONAL EXCAVATIONS AND HAULING DUE TO UNSUITABLE SOILS, CONCRETE AND ASPHALT BASED ON THE ORIGINAL CONTRACT DOCUMENTS.

INCLUDED IN THIS CHANGE:

05:Additional Excavations & Hauling

- THIS CHANGE ORDER IS FOR THE ADDITIONAL EXCAVATIONS AND HAULING FOR THE BUILDING PAD AREA.
- 1. ADDITIONAL 34 TRUCKS HAULED IN. HAULING 14 CUBIC YARDS PER TRUCK = 476 CUBIC YARDS X \$ 32.00 PER CUBIC YARD. \$ 15,232.00
 - 2. ADDITIONAL 154 TRUCKS HAULED OUT. HAULING 14 CUBIC YARDS PER TRUCK = 2,156 CUBIC YARDS X \$24.00 PER CUBIC YARD. \$ 51,744.00

- CONCRETE PAVING AREAS.
- 1.ADDITIONAL 321 TRUCKS HAULED IN. HAULING 14 CUBIC YARDS PER TRUCK = 4494 CUBIC YARDS X \$ 32.00 PER CUBIC YARD. \$ 143,808.00
 - 2. ADDITIONAL 225 TRUCKS HAULED OUT. HAULING 14 CUBIC YARDS PER TRUCK = 3,150 CUBIC YARDS X \$24.00 PER CUBIC YARD. \$ 75,600.00

TOTAL OF \$ 286,384.00

PROJECT CONTINGENCY FOR REMAINING EXCAVATIONS AND HAULING. \$ 150,000.00. ANY MONEY NOT USED OUT OF THE CONTINGENCY WITH BE CREDITED BACK TO THE OWNER,



**Kuhlke Construction &
Associates, Inc.**
Powered by RedTeam

FIXED PRICE CHANGE PROPOSAL

05/16/2024

Geri A. Sams
City of Augusta Procurement Office
535 Telfair Street Suite 605
Augusta, GA 30901

Re: KCA Change Proposal 2318-05 for **Additional Excavations & Hauling**

Project: Fire Station #3 Early Site Package

City of Augusta Procurement Office

Fire Station #3, 2649 Gordon Hwy, Augusta, GA 30909

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

THIS CHANGE ORDER IS FOR THE ADDITIONAL EXCAVATIONS AND HAULING FOR THE BUILDING PAD AREA.

1. ADDITIONAL 34 TRUCKS HAULED IN. HAULING 14 CUBIC YARDS PER TRUCK = 476 CUBIC YARDS X \$ 32.00 PER CUBIC YARD. \$ 15,232.00
2. ADDITIONAL 154 TRUCKS HAULED OUT. HAULING 14 CUBIC YARDS PER TRUCK = 2,156 CUBIC YARDS X \$24.00 PER CUBIC YARD. \$ 51,744.00

CONCRETE PAVING AREAS.

1. ADDITIONAL 321 TRUCKS HAULED IN. HAULING 14 CUBIC YARDS PER TRUCK = 4494 CUBIC YARDS X \$ 32.00 PER CUBIC YARD. \$ 143,808.00
2. ADDITIONAL 225 TRUCKS HAULED OUT. HAULING 14 CUBIC YARDS PER TRUCK = 3,150 CUBIC YARDS X \$24.00 PER CUBIC YARD. \$ 75,600.00

TOTAL OF \$ 286,384.00

PROJECT CONTINGENCY FOR REMAINING EXCAVATIONS AND HAULING. \$ 150,000.00. ANY MONEY NOT USED OUT OF THE CONTINGENCY WITH BE CREDITED BACK TO THE OWNER,

Price: **\$ 436,384.00** *Four Hundred Thirty Six Thousand Three Hundred Eighty Four Dollars and Zero Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 90 days.**

Clarification(s): - None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Please contact me at 706-650-8722 or via e-mail rprouty@kuhlkeconstruction.com if you have any questions or require additional information.

Regards,
Kuhlke Construction & Associates, Inc.
Richard Prouty, III
Vice President

Item 2.

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Augusta Procurement Office



Public Safety Committee

Meeting Date: July 30, 2024

Grant Award – FY2023 Assistance to Firefighters Grant (AFG)

| | |
|---|--|
| Department: | Fire |
| Presenter: | Antonio Burden, Fire Chief/EMA Director |
| Caption: | Motion to accept the FY2023 Assistance to Firefighters Grant (AFG) in the amount of \$243,873.63 and authorize the mayor to execute all appropriate documentation. |
| Background: | The Augusta Fire Department has been awarded \$243,873.63 in federal funding through FEMA's Assistance to Firefighters Grant. This grant has a 10% match of \$24,387.37 for a total budget of \$268,261. |
| Analysis: | The FY2023 Assistance to Firefighters Grant will provide work out equipment for 19 fire stations. |
| Financial Impact: | 10% match - \$24,387.37 |
| Alternatives: | None at this time. |
| Recommendation: | Approve the Motion to accept the FY2023 Assistance to Firefighters Grant (AFG) in the amount of \$243,873.63 and authorize the mayor to execute all appropriate documentation. |
| Funds are available in the following accounts: | Fire Department Fund Balance 274000000-1342210 |
| <u>REVIEWED AND APPROVED BY:</u> | Antonio Burden, Fire Chief/EMA Director |

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000485 FIRE FY 2023 AFG FEMA

Requesting grant funds offered by Federal Emergency Management Agency through Assistance to Firefighters Grant Program. / Cash Match: 10% Cash Match funding source in 274000000/1342210 Fire Protection Fund Balance Unreserved / EEO Required: No./ EEO Notified: No

Start Date: 08/01/2024

End Date: 05/31/2025

Submit Date: 03/06/2024

Department: 034

Total Budgeted Amount: 2,088,242.00

Total Funding Agency:

Fire Cash Match? Y
1,898,401.82 Total Cash Match: 189,840.18

Sponsor: GM0016

Federal Emergency Management

Sponsor Type: F

Federal

Purpose: 18

Emergency Service

Flow Thru ID:

| Type | ID | Name | Contacts | Phone |
|------|--------|-----------------|--|---------------|
| P | GMI048 | Wolf, William |  | (706)821-1642 |
| I | 25739 | BURDEN, ANTONIO |  | 0- |

Approvals

| Type | By | Date |
|------|----------|------------|
| FA | A BURDEN | 03/06/2024 |

Dept. Signature: 

Grant Coordinator Signature:  3/21/24

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request


Finance Director

3-27-2024
Date

*Do not object to application for grant. Gym Equipment. IF awarded we may look to alternate funding sources rather than Fund balance abw
I concur.
2024*

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request


Administrator

3/28/24
Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: WW13312 - William Wolf
Report: GM1000_PROPOSAL - GM1000: Grants Management:1

Page

Current Date: 03/20/2024

Current Time: 10:00:50

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/08/2024



chiquita richardson
AUGUSTA-RICHMOND COUNTY GOVERNMENT
DONNA WILLIAMS 535 TELFAIR STREET, SUITE 800
AUGUSTA, GA 30901

EMW-2023-FG-06694

Dear chiquita richardson,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$243,873.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$24,387.37 for a total approved budget of \$268,261.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: AUGUSTA-RICHMOND COUNTY GOVERNMENT

UEI-EFT: ZH93N1J4TBE8

DUNS number: 073438418

Award number: EMW-2023-FG-06694

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class | Total |
|------------------|--------------|
| Personnel | \$0.00 |
| Fringe benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$268,261.00 |
| Supplies | \$0.00 |
| Contractual | \$0.00 |
| Construction | \$0.00 |
| Other | \$0.00 |
| Indirect charges | \$0.00 |
| Federal | \$243,873.63 |
| Non-federal | \$24,387.37 |
| Total | \$268,261.00 |
| Program Income | \$0.00 |

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear

DESCRIPTION

Complete set of NFPA Compliant Turnout Gear including helmet, flash hood, gloves, boots coat, and trousers.

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 131 to 0

Unit price from \$4,351.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Equipment

Specialized Equipment (Other)

DESCRIPTION

Heavy Rescue Apparatus

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Other |

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$1,250,000.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Wellness and fitness programs

Additional funding

DESCRIPTION

Health and wellness fitness initiative equipment. Power rack Cable crossover gym w/ Smith Machine. With added Lat pull down Extender, adjustable bench, and Olympic Barbell- \$5,780.00. 260LB HG bumper plate weight set- \$595.00. Runner treadmill- \$6,899.00. Bike - \$845.00. Total Cost: \$14,119.00 Per Station (19 Sets = \$268,261.00)

| QUANTITY | UNIT PRICE | TOTAL |
|----------|-------------|--------------|
| 19 | \$14,119.00 | \$268,261.00 |

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Description changed

JUSTIFICATION

The award reflects a change in line-item description to specify items awarded.

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: AUGUSTA-RICHMOND COUNTY GOVERNMENT

UEI-EFT: ZH93N1J4TBE8

DUNS number: 073438418

Award number: EMW-2023-FG-06694

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

| | |
|------------------|--|
| Article 3 | Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds. |
| Article 4 | Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals. |
| Article 5 | Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. |
| Article 6 | Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. |
| Article 7 | Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively. |
| Article 8 | Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

| | |
|-------------------|---|
| Article 14 | Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19. |
| Article 15 | E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing. |
| Article 16 | Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act. |
| Article 17 | False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.) |
| Article 18 | Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.) |
| Article 19 | Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513. |

Article 20 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

| | |
|-------------------|---|
| Article 35 | SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA. |
| Article 36 | Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws. |
| Article 37 | Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference. |
| Article 38 | Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference. |
| Article 39 | USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. |
| Article 40 | Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. |
| Article 41 | Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712. |

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

| | | | | | | |
|--|--|---|--|---|---|--|
| 1. Agreement No. EMW-2023-FG-06694 | 2. Amendment No. N/A | 3. Recipient No. 582204274 | 4. Type of Action AWARD | 5. Control No. WX03513N2024T | | |
| 6. Recipient Name and Address AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 TELFAIR ST STE 800 AUGUSTA, GA 30901 | | 7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646 | | 8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742 | | |
| 9. Name of Recipient Project Officer chiquita richardson | | 9a. Phone No. 7068212368 | 10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program | | 10a. Phone No. 1-866-274-0960 | |
| 11. Effective Date of This Action 07/08/2024 | 12. Method of Payment OTHER - FEMA GO | 13. Assistance Arrangement COST SHARING | | 14. Performance Period 07/15/2024 to 07/14/2026 Budget Period 07/15/2024 to 07/14/2026 | | |
| 15. Description of Action a. (Indicate funding data for awards or financial changes) | | | | | | |
| Program Name Abbreviation | Assistance Listings No. | Accounting Data(ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
| FG | 97.044 | 2024-F3-GB01 - P410-xxxx-4101-D | \$0.00 | \$243,873.63 | \$243,873.63 | \$24,387.37 |
| Totals | | | \$0.00 | \$243,873.63 | \$243,873.63 | \$24,387.37 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A | | | | | | |
| 16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements | | | | | | |

| | |
|---|-------------------|
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) | DATE |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title) | DATE |
| PAMELA WILLIAMS, Assistant Administrator, Grant Programs | 07/08/2024 |

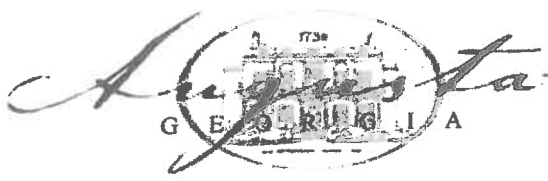


Public Safety Committee

Meeting Date: July 30, 2024

Emergency Purchase- RCCI's Kitchen HVAC

| | |
|---|---|
| Department: | Richmond County Correctional Institution |
| Presenter: | Evan Joseph |
| Caption: | Receive as information the emergency replacement of the RCCI Kitchen HVAC system in the amount of \$26,800 and approve the transfer of funds from the Inmate store reserve fund to capital outlay. |
| Background: | The Kitchen (HVAC) Unit became inoperable. It was determined that several parts in addition to wiring needed to be replaced. Because of the age of unit, it was recommended that a new unit be installed. |
| Analysis: | Sig Cox installed the unit. |
| Financial Impact: | \$26,800 from in RCCI inmate store reserve fund |
| Alternatives: | N/A |
| Recommendation: | Approve the transfer of funds from the RCCI inmate store reserve funds to capital outlay |
| Funds are available in the following accounts: | 101-00-0000 / 12-28112: \$26,800 |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |



CORRECTIONAL INSTITUTION

Evan Joseph
Warden

Memorandum

**TO: Geri Sams
Procurement Director**

**FROM: Evan Joseph
Warden** 



DATE: July 3, 2024

RE: Emergency Purchase Justification

The department continues to experience malfunctions with our A/C Units. Another one of the A/C Units is inoperable.

The vendor recommended a new A/C Unit, because the cost to repair would be very excessive.

The cost for the new unit, which includes installation and labor is \$26,800.00

- Funds are available in the following accounts:
- (101033211-5223111) – R & M Contract Buildings
 - (101033211-5223112) - R & M Contract Equipment
 - (101033211-5319120) - R & M Building
 - (101033211-5319130) - R & M Equipment
 - (272033211-5319130) - Capital Outlay

AUGUSTA, GEORGIA

Item 4.

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.

P471975

REQUISITION/QUOTE NO.

R392375

| | | | | | |
|--|----------------------|----------------|--|---|--|
| DATE 07/09/24 | DEPARTMENT 033212 | VENDOR PHONE # | | PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES. | |
| VENDOR # 273 | E-VERIFY # 199332 | EMAIL | | | |
| VENDOR SIG COX INC 1431 GREENE ST AUGUSTA, GA 30902 | | | | ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: | |
| SHIP TO: AUG RC CTY CORRECTIONAL INST 2314 TOBACCO ROAD AUGUSTA, GA 30906 | | | | BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. | |

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION | UNIT PRICE | AMOUNT |
|--------|----------|------|------------|---|------------|-----------|
| 0001 | 1 | EACH | | PROVIDE AND INSTALL OF 10 TON RTU M#50FCM12A2A50A0A0 SET RTU ON EXISTING ROOF-TOP CURB. PROPERLY WIRE AND CONNECT HIGH AND LOW VOLTAGE WIRING. 101-03-3212/53-19120 | 26,800.00 | 26,800.00 |

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL.....

26,800.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

PROCUREMENT DEPARTMENT

44

8392375



Sig Cox Heating & Air Conditioning
1431 Greene Street
Augusta, GA 30901

Phone: (706) 722-5304
sigcoxservice@sigcox.com
sigcox.com

Item 4.

Bill to
Augusta Georgia
Accounting Dep Suite 800
535 Telfair St Municipal Bld
Augusta, GA 30901-2379

Ship to
Richmond County Correctional 00034
2314 Tobacco Road
Augusta, GA 30906

Quote Date: 7/3/2024

Sales Rep:

Quote #: q100416

| Item | Description | Quantity | Price | Amount |
|------|---|----------|-------------|-------------|
| EST | Provide and Installation of 10 ton RTU M#50FCM12A2A50A0A0 Set RTU on existing roof-top curb Properly wire and connect High and Low voltage wiring Perform Start-Ups on 10 ton RTU and check systems operations Total cost \$26,800 Quote is basted on customer providing Crane | 1 | \$26,800.00 | \$26,800.00 |

Subtotal: \$26,800.00

Tax: \$0.00

Total: \$26,800.00

Payments: \$0.00



Public Safety Committee

July 30, 2024

Discuss hiring a consultant to review the operations of Animal Services

| | |
|---|--|
| Department: | N/A |
| Presenter: | N/A |
| Caption: | Discuss hiring a consultant to review the operations of Animal Services. (Requested by Commissioner Sean Frantom) |
| Background: | N/A |
| Analysis: | N/A |
| Financial Impact: | N/A |
| Alternatives: | N/A |
| Recommendation: | N/A |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |

Lena Bonner

From: Commissioner Sean Frantom
Sent: Thursday, July 25, 2024 7:27 AM
To: Lena Bonner
Cc: Charles Jackson; James Hill
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item -

Discuss hiring a consultant to review the operations of Animal Services.

Thanks,
Sean

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AED:104.1

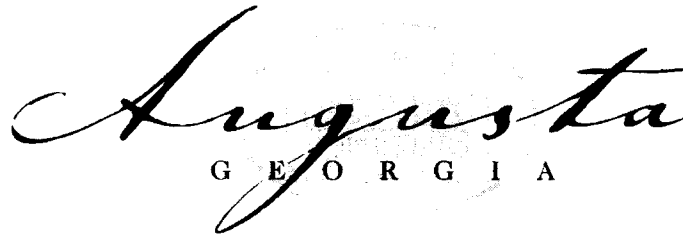


Public Safety Committee

July 30, 2024

Minutes

| | |
|---|---|
| Department: | N/A |
| Presenter: | N/A |
| Caption: | Motion to approve the minutes of the Public Safety Committee held on June 11, 2024. |
| Background: | N/A |
| Analysis: | N/A |
| Financial Impact: | N/A |
| Alternatives: | N/A |
| Recommendation: | N/A |
| Funds are available in the following accounts: | N/A |
| <u>REVIEWED AND APPROVED BY:</u> | N/A |



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Commission Chamber
 Tuesday, June 11, 2024
 1:10 PM

PUBLIC SAFETY

PRESENT

Mayor Garnett Johnson
 Commissioner Catherine Smith-McKnight
 Commissioner Bobby Williams
 Commissioner Brandon Garrett

ABSENT

Commissioner Alvin Mason

1. Update from the Administrator/staff regarding the proposal from Best Friends Animal Society.
 (Referred from May 22 Commission meeting)

Motion to approve the recommendation from Best Friends Animal Society and their offer of helping our animal shelter as was previously presented.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Smith-McKnight, Garrett

Voting Nay: Williams

Motion fails 2-1.

2. Motion to approve the Augusta-Richmond County (FY25) Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

3. Motion to approve amendment of the subsidy agreement (per diem rate) to house state inmates with the Georgia Department of Corrections.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

4. Motion to approve acceptance of the CACJ FY25 Family Treatment and Juvenile Drug Court Operating Grant in the amount of \$135,537 with a \$23,918 match amount.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

5. Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

6. Motion to approve the minutes of the Public Safety Committee held on May 28, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.