



PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, November 12, 2024

1:15 PM

PUBLIC SAFETY

- 1.** Motion to approve digital orthophotography and maintenance agreement with Pictometry International to provide new 2024-2025 oblique imagery and related software and product support to Augusta as a sole source procurement.
- 2.** Motion to approve the BISDigital Maintenance Agreement renewal in the amount of \$47,724.70
- 3.** Motion to accept the FY2022 State & Local Government Cybersecurity Grant Award from the U.S. Department of Homeland Security in the amount of \$69,650.00 and to authorize the Mayor to execute the associated grant agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS).
- 4.** Motion to **approve** the minutes of the Public Safety Committee held on October 8, 2024.



Public Safety Committee Meeting

Meeting Date: November 12, 2024

New Digital Orthophotography Collection

Department:

Information Technology

Presenter:

Evelyn Chanti

Caption:

Motion to approve digital orthophotography and maintenance agreement with Pictometry International to provide new 2024-2025 oblique imagery and related software and product support to Augusta as a sole source procurement.

Background:

Augusta currently uses oblique imagery with our Geographic Information System (GIS) maps. An oblique imagery is a digital aerial photo that is registered to the earth’s surface, taken at an angle to permit the viewing of a building (or property) from 5 viewpoints: directly above, north, south, east, and west. Oblique Imagery is useful in that it provides a 360-degree view of a building from 45-degree elevation. It can be used by Planning and Development and the Tax Assessor’s Office to review changes in a property or area over time, by Public Safety in emergency response and by Engineering and Utilities for asset management. The imagery from our previous flyovers has been used by these departments and others for a variety of purposes.

Analysis:

Pictometry was originally selected to provide oblique orthophotography in 2008. Pictometry subsequently provided images for 2010, 2011, 2014, 2017 and again in 2020. Pictometry proposes to “fly” the city to gather photography in late 2024 and/or early 2025, with all photography being delivered in early 2025 and then supported for the next two years. In essence, this is simply an extension of an existing agreement with the same company to provide new products and services, updated for 2024. The combination of the multiple years of imagery will provide the Tax Assessor's Office with a valuable tool for determining where appraiser resources can be deployed most effectively to gather property information.

Financial Impact:

The project cost for the 2024 flight is \$301,194, with equal yearly payments spread over the three-year contract period.

The funds are included in the 2024 Tax Assessor’s Office Capital Budget. (272-01-5710/54-24320)

Alternatives:

Not approving imagery collection.

Recommendation:

Approve new digital orthophotography collection.

**Funds are available in 272015710-5424320
the following accounts:**

REVIEWED AND N/A
APPROVED BY:

CUSTOMER NAME:	City of Augusta, GA
ATTN:	Evelyn Chanti
CUSTOMER ADDRESS:	535 Telfair St Building 2000 Augusta, Georgia 30901
CUSTOMER PHONE:	706-821-4239
CUSTOMER E-MAIL:	chanti@augustaga.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and

Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended. Either Party may terminate this Agreement for its own convenience upon providing thirty (30) days' written notice to the other Party. In the event customer terminates this Agreement for its own convenience, Customer will be responsible for all fees for services performed under this Agreement by EagleView prior to the effective date of termination and any such fees that are not yet invoiced will be immediately invoiced and any invoiced but unpaid fees will be immediately due upon termination of the Agreement.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer’s prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView’s obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer’s breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer’s sole and exclusive remedies and EagleView’s sole liability with respect to any third-party infringement claim.

7.3. RESERVED

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY’S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by

certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]

CUSTOMER	EAGLEVIEW
CITY OF AUGUSTA, GA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME: GARNETT L. JOHNSON	NAME:
TITLE: MAYOR	TITLE:
EXECUTION DATE:	EXECUTION DATE:

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

The parties have mutually agreed to changes to the standard terms and conditions in Sections 3.1, 4.2, and 7.3 rather than listing such changes individually in this Exhibit A.

[Remainder of page intentionally left blank]

ORDER FORM

CUSTOMER NAME:	City of Augusta, GA
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE:	
<p>This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and City of Augusta, GA.</p>	

ORDER #
LC-10008331

BILL TO
City of Augusta, GA
Evelyn Chanti
535 Telfair St Building 2000 Augusta, Georgia 30901
706-821-4239
chanti@augustaga.gov

SHIP TO
City of Augusta, GA
Evelyn Chanti
535 Telfair St Building 2000 Augusta, Georgia 30901
706-821-4239
chanti@augustaga.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1204014	Kevin Lamonds	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
356	EagleView Cloud - Imagery - Certified	<p>Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.</p> <ul style="list-style-type: none"> GSD: 3in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes Start Year: 2025
1	EagleView Cloud - Physical Delivery - Ortho	<p>Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.</p>
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	<p>Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p>

3	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
7	EagleView 3D	EagleView 3D includes the creation of a 3D mesh from EagleView imagery. The 3D mesh is an imagery-derived realistic and high-resolution photo-textured 3D model in the form of a mesh created through an automated aerial triangulation process. Final data set may contain some anomalies and is provided as-is. <ul style="list-style-type: none"> GSD: 3in
1	EagleView 3D - Web Viewer	A web-based application allowing users to view and analyze EagleView hosted 3D mesh imagery included with the EagleView 3D product. The hosting of the most recent 3D mesh file is included. Optional access to additional 3D mesh files available via a separate add-on product.
1	EagleView 3D - Physical Delivery	Provides a download link for a new EagleView 3D mesh so that it may be used/stored locally by a customer.
1	EagleView 3D - Additional Mesh Hosting	Includes hosting and access to one additional 3D mesh on EagleView servers. Quantity indicates the number of additional mesh files entitled to the customer.
83500	EagleView Cloud - Sketch Inspect	Sketch Inspect is a web based application to review CAMA sketch verification data. An automated process analyzes a customer's CAMA sketches against orthoimagery-derived building outline to detect where customer data is incorrect. An orthoimagery service, building outlines, and an IPA key are inputs to Sketch Inspect tool. <ul style="list-style-type: none"> Refresh Frequency: 3-Year Refresh
9	EagleView Cloud - Sketch Inspect - User License	Sketch Inspect User Licenses are required for each user who will need access to the Sketch Inspect software. *At least one user license is required.
83500	EagleView Cloud - Sketch Inspect - Building Outline Delivery	Includes customer delivery of orthoimagery-derived Building Outlines generated to support the Sketch Inspect application.
83500	EagleView Cloud - PoolFinder	The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available as an add-on to Sketch Inspect and ChangeFinder building outline products.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
2	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

* Sketch Inspect is subject to an end user license agreement (“EULA”), which is effective and binding upon Client’s use of the Sketch Inspect product.

FEES

Due at Initial Activation of Services	\$100,398.00
Due at First Anniversary of Initial Activation of Services	\$100,398.00
Due at Second Anniversary of Initial Activation of Services	\$100,398.00
Due at Third Anniversary of Initial Activation of Services	\$100,398.00
Due at Fourth Anniversary of Initial Activation of Services	\$100,398.00
Due at Fifth Anniversary of Initial Activation of Services	\$100,398.00

Unless either Party gives notice of its intent not to renew this Order Form at least ninety (90) days prior to the end of the Term, it will automatically renew.

Non-appropriation of Funds: Notwithstanding anything in this Agreement to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source at least ninety (90) days prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

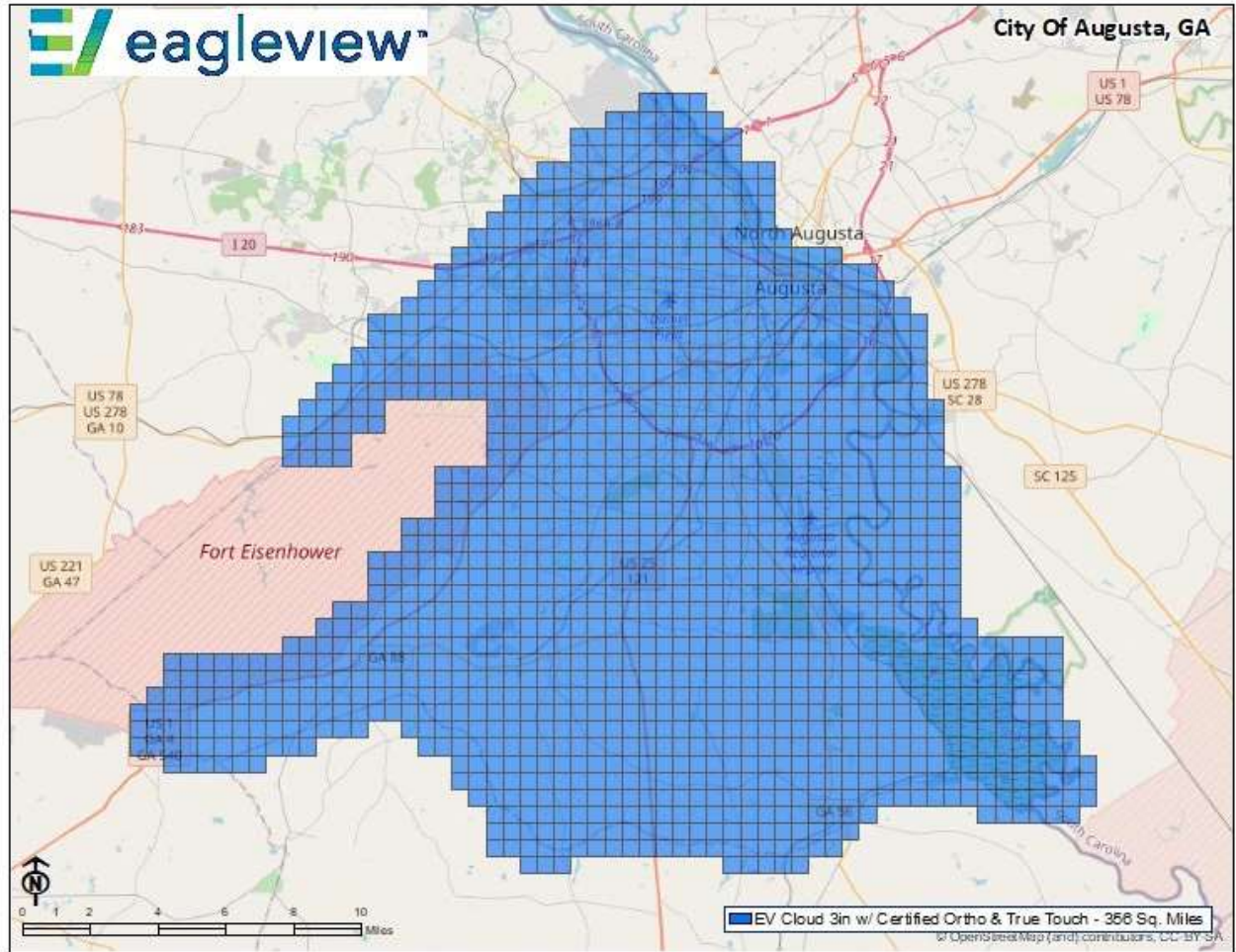
This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

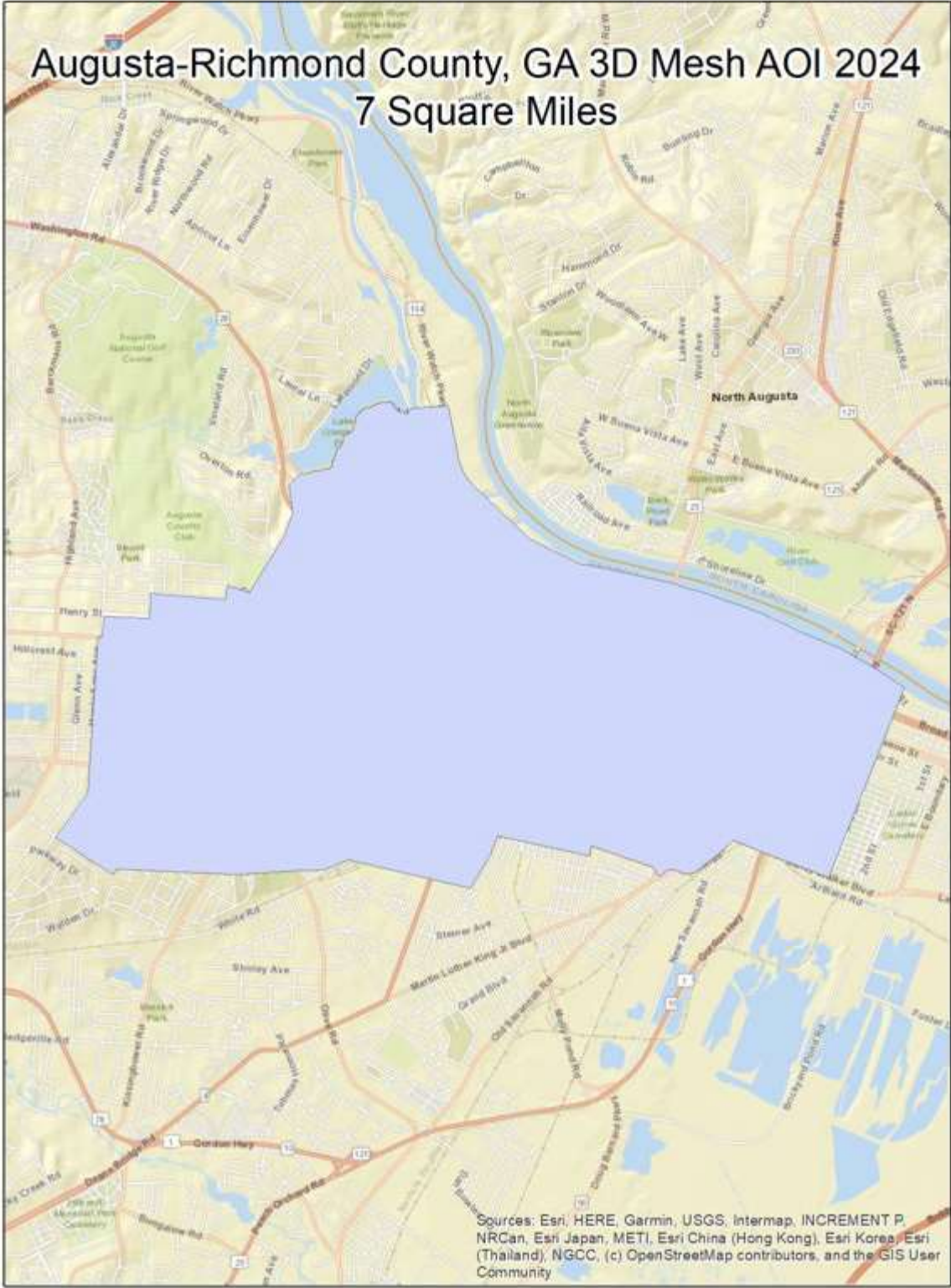
- A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
 - Hurricane: areas affected by hurricanes of Category 2 and higher.
 - Tornado: areas affected by tornados rated EF4 and higher.
 - Terrorist: areas affected by damage from terrorist attack.
 - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for



areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S) IF APPLICABLE





[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.


CUSTOMER	EAGLEVIEW
CITY OF AUGUSTA, GA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME: GARNETT L. JOHNSON	NAME:
TITLE: MAYOR	TITLE:
EXECUTION DATE:	EXECUTION DATE:

**Finance Department**

Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA, CGMA
Deputy Director

Memorandum

To: Scott Rountree, Chief Appraiser
From: Timothy Schroer, Deputy Director Finance Department 
Date: March 13, 2024
Subject: 2024 Capital Outlay

The 2024 Capital Outlay Funds have been allocated. The new capital for Tax Assessor's Office is \$104,000 (272-01-5710/54-24320).

Annual capital fund allocations are for projects and/or purchases that will be completed during the current fiscal year. Unexpended funds are carefully reviewed by Administration and Finance as part of the year end process. Carry Over and Budget Transfer Requests (BTR) for such funds will be considered for extenuating circumstances (delayed projects, invoices, etc.), but will require a detailed explanation to be submitted to Finance no later than December 31st. For additional assistance regarding capital, you may contact Sophia Tian, Finance Department at (706) 821-4202.



INFORMATION TECHNOLOGY

Tameka Allen
Chief Information Officer

Reggie Horne
Deputy Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Ms. Geri Sams, Director, Procurement
From: Ms. Tameka Allen, CIO
Date: June 12, 2024
Subject: **Sole Source Request – Pictometry (dba EagleView)**

Augusta currently uses oblique imagery within our Geographic Information System (GIS) environment. An oblique image is a digital aerial photo that is registered to the earth's surface, taken at an angle in order to permit the viewing of a building or property from five viewpoints: directly above, north, south, east, and west. Oblique imagery provides a 360-degree view of a building from a 45-degree elevation. It is heavily used by the Tax Assessor's Office to review changes in a property or area over time. The imagery is also used by other Augusta departments for a variety of operational purposes.

Pictometry was originally selected as the vendor to provide oblique orthophotography for Augusta in 2008. Pictometry subsequently provided images from flights in 2010, 2011, 2014, 2017, and 2020. Pictometry uses proprietary technology to capture and process imagery. The current sole source request would continue use of their services with up to two new flights over the next six years. This combination of the multiple years of imagery will provide the Tax Assessor's Office with a valuable tool for determining where appraiser resources can be deployed most effectively to gather property information.

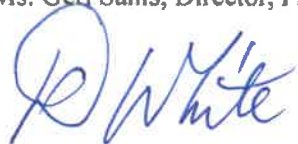
Pictometry (dba EagleView) proposes to fly the city to gather photography in late 2024 and/or early 2025, with all photography being delivered in early 2025 and then supported for the next two years. If exercised, the optional second flight would take place in 2027/2028. This contract secures current pricing for both flights.

The project cost for the 2024 flight is \$302,605.20, which is spread over a three-year period with three annual payments of \$100,868.40. The same pricing would apply to the second flight, if exercised. Funding is available in the Tax Assessor's Office capital budget (272-01-5710).

If you approve this request, we will then submit this item to the Augusta Commission for approval. Thank you in advance for your consideration and response.

Approve/Deny: 
Ms. Geri Sams, Director, Procurement

Date: 6/12/24



10/24/24

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Pictometry International dba EagleView E-Verify Number: 181667

Commodity: Aerial Imagery/Software

Estimated annual expenditure for the above commodity or service: \$ 100,868.40

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Evelyn Chanti Department: Information Technology Date: 6/12/24

Department Head Signature: [Signature] Date: 6/12/24

Approval Authority: [Signature] Date: 6/12/24

Administrator Approval: (required - not required) Date:

COMMENTS: Requires Commission Approval



Budget Proposal

Multi-Project Summary 2 Projects over 6 years

Flight 1 Total: \$302,605.20
Annual Payments: \$100,868.40

Flight 2 Total: \$302,605.20
Annual Payments: \$100,868.40

Proposal For: City of Augusta, GA
Project Name: EagleView Cloud Imagery
Contract Term: 6 Years
Number of Projects: 2

EagleView Rep: Kevin Lamonds
Expiration Date: 12/30/2024
Target Capture: 2025-Q1-Winter
kevin.lamonds@eagleview.com

Project 1

Qty	Product
363	3" GSD Oblique & Certified Ortho Imagery
3	EagleView Cloud-Software Access to Imagery
3	Comprehensive Integration Bundle
3	Authorized Users-Allows giving access to cities, towns, etc..
3	Early Access-view imagery 14 days after capture
3	Physical Imagery Delivery-Ortho & Oblique
3	Disaster Response
2	Futureview-Advanced Training (Full)
7	EagleView 3D Mesh
3	3D Web Viewer with Delivery & Hosting
83500	EagleView Cloud-Sketch Inspect with Building Outlines
9	EagleView Cloud -Sketch Inspect-User License
83500	EagleView Cloud-PoolFinder
9	EagleView Cloud-Years of Capture History

Project 1 Total	\$302,605.20
Annual Payments x 3	\$100,868.40

Project 2

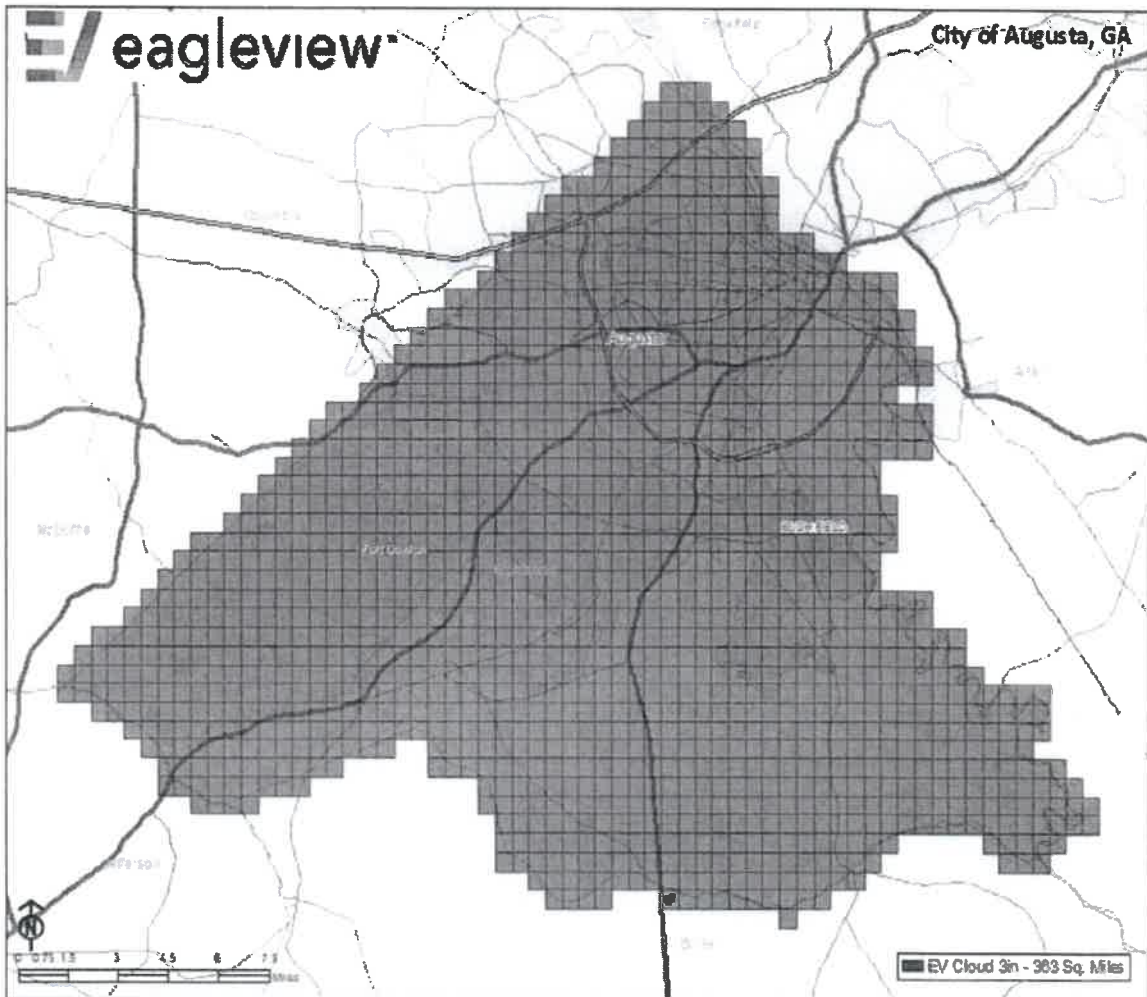
Qty	Product
363	3" GSD Oblique & Certified Ortho Imagery
3	EagleView Cloud-Software Access to Imagery
3	Comprehensive Integration Bundle
3	Authorized Users-Allows giving access to cities, towns, etc..
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2	Futureview-Advanced Training (Full)
7	EagleView 3D Mesh
3	3D Web Viewer with Delivery & Hosting
83500	EagleView Cloud-Sketch Inspect with Building Outlines
9	EagleView Cloud -Sketch Inspect-User License
83500	EagleView Cloud-PoolFinder
9	EagleView Cloud-Years of Capture History

Project 2 Total	\$302,605.20
Annual Payments x 3	\$100,868.40



Proposal For: City of Augusta, GA
Project Name: EagleView Cloud Imagery
Contract Term: 6 Years
Number of Projects: 2

EagleView Rep: Kevin Lamonds
Expiration Date: 12/30/2024
Target Capture: 2025-Q1-Winter
Phone: 336-500-1016



**Exhibit D
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

181667
Federal Work Authorization User Identification Number

1/16/2009
Date of Authorization

Pictometry International Corp., dba EagleView
Name of Contractor

2371-S EagleView Aerial Pictometry
Name of Project

Fayette County, Georgia
Name of Public Employer

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

Executed on January, 24, 2024 in Rochester (city), NY (state).

[Signature]
Signature of Authorized Officer or Agent

Tracy Staven Sr. Director, HR Operations
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24th DAY OF January, 2024.
Jamie L Anthony
NOTARY PUBLIC
My Commission Expires: 2/14/27

JAMIE L ANTHONY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AN0001505
Qualified in Monroe County
My Commission Expires 02-14-2027



PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: 11/12/24 1:15PM

SUPERIOR COURT BIDDING MAINTENANCE AGREEMENT RENEWAL

- Department:** SUPERIOR COURT
- Presenter:** NOLAN MARTIN
- Caption:** Motion to approve the BIDDING Maintenance Agreement renewal in the amount of \$47,724.70
- Background:** BIDDING Maintenance Agreement replaces a previous maintenance agreement with TSAV. The TSAV system was inoperable for many years. The BIDDING AV systems are in each courtroom, jury assembly room, and several at the jail as provided by a grant from the Judicial Council of Georgia from the Governor’s Office of Planning and Budget.
- Analysis:** N/A
- Financial Impact:** \$47,724.70 paid from existing budgeted funds
- Alternatives:** N/A
- Recommendation:** N/A
- Funds are available in the following accounts:** 101021110-5223112
- REVIEWED AND APPROVED BY:** N/A

BUSINESS INFORMATION SYSTEMS, INC.

1350 NE 56th Street Suite 300
 Fort Lauderdale, FL 33334
 800-834-7674
 AP@bisdigital.com
 www.bisdigital.com



BILL TO

Augusta-Richmond County
 Superior Court
 Attn.: Mary Smith
 735 James Brown Blvd.
 Augusta, GA 30901

SHIP TO

Augusta-Richmond County
 Superior Court
 Attn.: Nolan Martin
 735 James Brown Blvd.
 Augusta, GA 30901

INVOICE 100082

DATE 10/10/2024 **TERMS** Due on receipt

DUE DATE 10/10/2024

SHIP VIA
 MNT

TRACKING NO.
 RIC825/M-50029489

START DATE
 10/10/2024

END DATE
 10/09/2025

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MNT-R-DCR	#25-10-A-95565/M-50029489 On-Site Service & Support Renewal Contract BIS Digital Recording System. (Remote Support & Hardware Replacement Included)	46,874.70	46,874.70
2	DCR SAS w/ MNT	Annual DCR Software Assurance (SAS). Coincides with Maintenance Contract.	425.00	850.00
1	Notes	Purchased on Invoice #95565 Installed on 10/10/2023 Hearing Room A * DCR 4ch Digital A/V Recording Software (1) * 19" Rack Shelf for BIS-CYNAP (1) * 1U Rack Shelf 15" Depth (1) * 30-port Network Switch 26x 1GB 24x PoE+ (300w) (1) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (1) * 4K/60 HDMI Distribution Amplifier 1x2 (1) * 4K/60 HDMI DTP Receiver (230ft) (1) * 4K/60 HDMI DTP Transmitter (230ft) (1) * 4U Rack Enclosed 15" Depth (1) * 8" Drop Tile Ceiling Speakers - White (2) * Annotation Presentation System w/Wireless Link (Core Pro Series 2) (1) * CAT6 Cable Shielded Black 500' (1) * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Dual Male XLR Input / Female XLR Output Wall Plate Kit Dante (Black) (1)	0.00	0.00

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Notes	<ul style="list-style-type: none"> * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (15ft.) (1) * HDMI Cable Series 2 (3ft.) (1) * IP Video Decoder w/Multiview (1) * Power Amplifier 2ch. 350W 8ohms / 800W 70v Series 4 (1) * Power Distribution System (Series 2) (1) * Professional Digital PA Mixer DANTE Capable w/8ch USB out (1) * Speaker Wire 16AWG (Plenum) - 500ft Roll (1) * Surface Mount Control (For Professional Digital PA Mixer Only) (1) * USB 2.0 Cable A to B Series 2 (15 ft.) (1) * USB Gigabit NIC (10/100/1000) (1) * Video Management Software IP Core License (Series 2) (2) 	0.00	0.00
		<p>Hearing Room B</p> <ul style="list-style-type: none"> * DCR 4ch Digital A/V Recording Software (1) * 19" Rack Shelf for BIS-CYNAP (1) * 1U Rack Shelf 15" Depth (1) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (1) * 4K/60 HDMI Distribution Amplifier 1x2 (1) * 4K/60 HDMI DTP Receiver (230ft) (1) * 4K/60 HDMI DTP Transmitter (230ft) (1) * 4U Rack Enclosed 15" Depth (1) * 8" Drop Tile Ceiling Speakers - White (2) * Annotation Presentation System w/Wireless Link (Core Pro Series 2) (1) * CAT6 Cable Shielded Black 500' (1) * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Dual Male XLR Input / Female XLR Output Wall Plate Kit Dante (Black) (1) * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (15ft.) (1) * HDMI Cable Series 2 (3ft.) (1) * IP Video Decoder w/Multiview (1) * Power Amplifier 2ch. 350W 8ohms / 800W 70v Series 4 (1) * Power Distribution System (Series 2) (1) * Speaker Wire 16AWG (Plenum) - 500ft Roll (1) * Surface Mount Control (For Professional Digital PA Mixer Only) (1) * USB 2.0 Cable A to B Series 2 (15 ft.) (1) * USB Gigabit NIC (10/100/1000) (1) * Video Management Software IP Core License (Series 2) (2) 		

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Notes	<p>Courtroom 2E</p> <ul style="list-style-type: none"> * 4ch Output DANTE Expander (1) * 2U Rack Shelf (Series 2) (1) * 3' Shielded CAT6 Patch Cable Plenum (7) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (2) * 6' Shielded CAT6 Patch Cable Plenum (2) * 8U Rack Open Frame 20" Depth (1) * 9 Outlet Rackmount Surge Protector 20Amp 20ft Cord (1) * Annotation Presentation System Receiver (Series 2) (10) * Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only (1) * CAT6 Cable Shielded Black 500' (4) * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1) * Fixed Monitor Desk Mount 100x100 VESA (5) * Flush Mount Cable Cubby (5) * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (3ft.) (15) * HDMI Cable Series 2 (6ft.) (3) * HDMI IP Video Encoder (Single Channel) (4) * IP Video Decoder w/Multiview (1) * iPad Security Mount (Black) (1) * Matrix Feature Pack for BIS-CYNAP (1) * Microphone Wire 22AWG (Plenum) - 500ft Roll (1) * Network Switch w/PoE 48-port (Series 8) (1) * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1) * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1) * Room Control Gateway (up to 3 rooms) (1) * UPS 8 Outlet/1500VA 2RU (1) * USB Gigabit NIC (10/100/1000) (1) <p>Courtroom 2F</p> <ul style="list-style-type: none"> * 4ch Output DANTE Expander (1) * 2U Rack Shelf (Series 2) (1) * 3' Shielded CAT6 Patch Cable Plenum (4) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (2) * 6' Shielded CAT6 Patch Cable Plenum (2) * 8U Rack Open Frame 20" Depth (1) * 9 Outlet Rackmount Surge Protector 20Amp 20ft Cord (1) * Annotation Presentation System Receiver (Series 2) (8) * Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only (1) * CAT6 Cable Shielded Black 500' (4) 	0.00	0.00

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Notes	<ul style="list-style-type: none"> * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1) * Fixed Monitor Desk Mount 100x100 VESA (3) * Flush Mount Cable Cubby (5) * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (3ft.) (13) * HDMI Cable Series 2 (6ft.) (1) * HDMI IP Video Encoder (Single Channel) (4) * IP Video Decoder w/Multiview (1) * iPad Security Mount (Black) (1) * Matrix Feature Pack for BIS-CYNAP (1) * Microphone Wire 22AWG (Plenum) - 500ft Roll (1) * Network Switch w/PoE 48-port (Series 8) (1) * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1) * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1) * Room Control Gateway (up to 3 rooms) (1) * UPS 8 Outlet/1500VA 2RU (1) * USB Gigabit NIC (10/100/1000) (1) 	0.00	0.00
		Courtroom 3E		
		<ul style="list-style-type: none"> * 4ch Output DANTE Expander (1) * 25.6" Swing-Arm Monitor Desk Mount 100x100 VESA (2) * 2U Rack Shelf (Series 2) (1) * 3' Shielded CAT6 Patch Cable Plenum (4) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (2) * 6' Shielded CAT6 Patch Cable Plenum (2) * 8U Rack Open Frame 20" Depth (1) * 9 Outlet Rackmount Surge Protector 20Amp 20ft Cord (1) * Annotation Presentation System Receiver (Series 2) (8) * Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only (1) * CAT6 Cable Shielded Black 500' (4) * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1) * Fixed Monitor Desk Mount 100x100 VESA (1) * Flush Mount Cable Cubby (5) * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (3ft.) (13) * HDMI Cable Series 2 (6ft.) (1) * HDMI IP Video Encoder (Single Channel) (4) * IP Video Decoder w/Multiview (1) * iPad Security Mount (Black) (1) 		

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Notes	<ul style="list-style-type: none"> * Matrix Feature Pack for BIS-CYNAP (1) * Microphone Wire 22AWG (Plenum) - 500ft Roll (1) * Network Switch w/PoE 48-port (Series 8) (1) * Power Distribution System (Series 2) (1) * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1) * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1) * Room Control Gateway (up to 3 rooms) (1) * UPS 8 Outlet/1500VA 2RU (1) * USB Gigabit NIC (10/100/1000) (1) 	0.00	0.00
		Courtroom 3H		
		<ul style="list-style-type: none"> * 4ch Output DANTE Expander (1) * 25.6" Swing-Arm Monitor Desk Mount 100x100 VESA (2) * 2U Rack Shelf (Series 2) (1) * 3' Shielded CAT6 Patch Cable Plenum (4) * 40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max (1) * 6' Shielded CAT6 Patch Cable Plenum (2) * 8U Rack Open Frame 20" Depth (1) * 9 Outlet Rackmount Surge Protector 20Amp 20ft Cord (1) * Annotation Presentation System Receiver (Series 2) (7) * Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only (1) * CAT6 Cable Shielded Black 500' (4) * DANTE USB I/O Adapter (2ch) (1) * DANTE Virtual Sound Card (up to 64ch) (1) * Digital Document Camera (Gen.6) (1) * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1) * Fixed Monitor Desk Mount 100x100 VESA (1) * Flush Mount Cable Cubby (5) * HD IP PTZ Camera Fixed Dome (2) * HDMI Cable Series 2 (3ft.) (13) * HDMI Cable Series 2 (6ft.) (1) * HDMI IP Video Encoder (Single Channel) (4) * IP Video Decoder w/Multiview (1) * iPad Security Mount (Black) (1) * Matrix Feature Pack for BIS-CYNAP (1) * Microphone Wire 22AWG (Plenum) - 500ft Roll (1) * Network Switch w/PoE 48-port (Series 8) (1) * Power Distribution System (Series 2) (1) * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1) * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1) * Room Control Gateway (up to 3 rooms) (1) * UPS 8 Outlet/1500VA 2RU (1) * USB Gigabit NIC (10/100/1000) (1) 		

TOTAL DUE

\$47,724.70



October 24, 2024

Augusta-Richmond County Superior Court
735 James Brown Blvd
Augusta, GA 30901

RE: BIS Digital Technical Support Agreement

Annual Full Support Agreement with Hardware Replacement and SAS	
Effective Date	10/10/2024
Account Number	RIC825
Contract Number	25-10-A-95565 (Multiple Rooms)/M-50029489
Contract Amount	\$47,724.70

Hello,

Attached is your Full Support Agreement. Please sign the electronic document.

Without a signed support agreement, you will be charged hourly for technical support.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please do not hesitate to contact me at 800-834-7674, ext. 4511 or email me at BIScontracts@bisdigital.com.

Best regards,

Maria-Virginia A. Gonzalez

Maria-Virginia A. Gonzalez
Senior Contract Manager



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com



FULL SUPPORT AGREEMENT (HR & SAS)

Between:

BIS Digital, Inc.
 1350 NE 56th Street, Suite 300
 Fort Lauderdale, FL 33334-6142
 Phone: (800) 834-7674
 Fax: (877) 858-5611
 Email: support@bisdigital.com

And:

Augusta-Richmond County Superior Court
 735 James Brown Blvd
 Augusta, GA 30901
 Phone: (706) 821-2460
 Contract #: 25-10-A-95565 (Multiple Rooms)/M-50029489

BIS Digital, Inc., agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS

- A. The term of this agreement is for an initial period of twelve (12) months from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive periods of twelve (12) months. Written notice of the intent to terminate must be provided and shall be effective sixty (60) days from the date of notice. If cancelled mid-month, the effective date of cancellation will be the first day of the following month following the 60-day notification.
- B. The agreement entitles the user to telephone support and on-site support Monday - Friday (8AM - 5PM ET) on covered items.
- C. User training is included for the term of agreement.
- D. This support agreement is for the installed BIS Digital integrated system. Any changes or enhancements may incur additional coverage costs.
- E. Charges for maintenance and support for reasons outside of BIS Digital's control, arising from neglect, negligence, misuse, acts of God, modifications to, or failures of systems software and/or hardware not covered under this agreement shall be billed separately.
- F. Due to the many components that comprise a BIS Digital integrated system, certain components may be discontinued or reach end of life (EOL) by the manufacturer. If a component reaches EOL and a replacement from the manufacturer is not available, BIS Digital will provide a quotation for replacement with a comparable product.
- G. BIS Digital may increase maintenance service contract fees associated with hardware replacement if the price of the covered hardware replacement costs 30% or more than the original price.
- H. BIS Digital agrees to provide customer ninety (90) days' notice in the event of a price increase.

2. COVERAGES

- A. DCR Software: All BIS Digital supplied licenses will receive annual upgrades as they become available.
- B. Hardware Accessories: Digital Mixers, PA Components, Microphones, Hearing Impaired Devices, USB Foot Controls. Customer will be responsible for shipping defective unit(s) to BIS Digital. BIS Digital will replace or repair and ship back to customer.
- C. Excluded Hardware: Personal Computers (PCs), Laptop Computers, Servers, Tablets, Display Monitors, TVs, Projectors and Headsets. BIS Digital will handle repairs via manufacturer's warranty.
- D. Re-wiring required for structural or design changes, remodeling, or renovations is not covered. BIS Digital can provide a quotation based on client needs.

Initials:

S.C. / _____
 BIS Digital Customer



3. **CUSTOMER RESPONSIBILITY**
 - A. Maintain a current backup of all data.
 - B. Designate a systems administrator to serve as a liaison with BIS Digital technical support.

4. **CONFIDENTIALITY**
 - A. BIS Digital, Inc. agrees that all customer data that may be entered into the system is strictly confidential. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. **PAYMENT**
 - A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. Support coverage may be discontinued for non-payment of any invoice greater than thirty (30) days.

6. **LIABILITY**
 - A. BIS Digital, Inc. will not be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data, productivity, or earnings due to equipment down time.
 - B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.

This agreement covers the following equipment:

Purchased on Invoice #95565
 Installed on 10/10/2023

Hearing Room A

- * DCR 4ch Digital A/V Recording Software (1)
- * 19" Rack Shelf for BIS-CYNAP (1)
- * 1U Rack Shelf | 15" Depth (1)
- * 30-port Network Switch | 26x 1GB | 24x PoE+ (300w) (1)
- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (1)
- * 4K/60 HDMI Distribution Amplifier | 1x2 (1)
- * 4K/60 HDMI DTP Receiver (230ft) (1)
- * 4K/60 HDMI DTP Transmitter (230ft) (1)
- * 4U Rack | Enclosed | 15" Depth (1)
- * 8" Drop Tile Ceiling Speakers - White (2)
- * Annotation Presentation System w/Wireless Link (Core Pro Series 2) (1)
- * CAT6 Cable | Shielded | Black | 500' (1)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)

Initials:

S.C.

BIS Digital

Customer



- * Dual Male XLR Input / Female XLR Output Wall Plate Kit | Dante (Black) (1)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (15ft.) (1)
- * HDMI Cable Series 2 (3ft.) (1)
- * IP Video Decoder w/Multiview (1)
- * Power Amplifier | 2ch. 350W 8ohms / 800W 70v | Series 4 (1)
- * Power Distribution System (Series 2) (1)
- * Professional Digital PA Mixer DANTE Capable w/8ch USB out (1)
- * Speaker Wire 16AWG (Plenum) - 500ft Roll (1)
- * Surface Mount Control (For Professional Digital PA Mixer Only) (1)
- * USB 2.0 Cable A to B Series 2 (15 ft.) (1)
- * USB Gigabit NIC (10/100/1000) (1)
- * Video Management Software IP Core License (Series 2) (2)

Hearing Room B

- * DCR 4ch Digital A/V Recording Software (1)
- * 19" Rack Shelf for BIS-CYNAP (1)
- * 1U Rack Shelf | 15" Depth (1)
- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (1)
- * 4K/60 HDMI Distribution Amplifier | 1x2 (1)
- * 4K/60 HDMI DTP Receiver (230ft) (1)
- * 4K/60 HDMI DTP Transmitter (230ft) (1)
- * 4U Rack | Enclosed | 15" Depth (1)
- * 8" Drop Tile Ceiling Speakers - White (2)
- * Annotation Presentation System w/Wireless Link (Core Pro Series 2) (1)
- * CAT6 Cable | Shielded | Black | 500' (1)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)
- * Dual Male XLR Input / Female XLR Output Wall Plate Kit | Dante (Black) (1)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (15ft.) (1)
- * HDMI Cable Series 2 (3ft.) (1)
- * IP Video Decoder w/Multiview (1)
- * Power Amplifier | 2ch. 350W 8ohms / 800W 70v | Series 4 (1)
- * Power Distribution System (Series 2) (1)
- * Speaker Wire 16AWG (Plenum) - 500ft Roll (1)
- * Surface Mount Control (For Professional Digital PA Mixer Only) (1)
- * USB 2.0 Cable A to B Series 2 (15 ft.) (1)
- * USB Gigabit NIC (10/100/1000) (1)
- * Video Management Software IP Core License (Series 2) (2)

Courtroom 2E

- * 4ch Output DANTE Expander (1)
- * 2U Rack Shelf (Series 2) (1)
- * 3' Shielded CAT6 Patch Cable | Plenum (7)

Initials:

S.C.

BIS Digital

Customer



- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (2)
- * 6' Shielded CAT6 Patch Cable | Plenum (2)
- * 8U Rack | Open Frame | 20" Depth (1)
- * 9 Outlet Rackmount Surge Protector | 20Amp | 20ft Cord (1)
- * Annotation Presentation System Receiver (Series 2) (10)
- * Annotation Presentation System w/Wireless Link and 365 Office License | Pro | HDMI Only (1)
- * CAT6 Cable | Shielded | Black | 500' (4)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)
- * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1)
- * Fixed Monitor Desk Mount | 100x100 VESA (5)
- * Flush Mount Cable Cubby (5)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (3ft.) (15)
- * HDMI Cable Series 2 (6ft.) (3)
- * HDMI IP Video Encoder (Single Channel) (4)
- * IP Video Decoder w/Multiview (1)
- * iPad Security Mount (Black) (1)
- * Matrix Feature Pack for BIS-CYNAP (1)
- * Microphone Wire 22AWG (Plenum) - 500ft Roll (1)
- * Network Switch w/PoE 48-port (Series 8) (1)
- * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1)
- * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1)
- * Room Control Gateway (up to 3 rooms) (1)
- * UPS 8 Outlet/1500VA 2RU (1)
- * USB Gigabit NIC (10/100/1000) (1)

Courtroom 2F

- * 4ch Output DANTE Expander (1)
- * 2U Rack Shelf (Series 2) (1)
- * 3' Shielded CAT6 Patch Cable | Plenum (4)
- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (2)
- * 6' Shielded CAT6 Patch Cable | Plenum (2)
- * 8U Rack | Open Frame | 20" Depth (1)
- * 9 Outlet Rackmount Surge Protector | 20Amp | 20ft Cord (1)
- * Annotation Presentation System Receiver (Series 2) (8)
- * Annotation Presentation System w/Wireless Link and 365 Office License | Pro | HDMI Only (1)
- * CAT6 Cable | Shielded | Black | 500' (4)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)
- * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1)
- * Fixed Monitor Desk Mount | 100x100 VESA (3)
- * Flush Mount Cable Cubby (5)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (3ft.) (13)
- * HDMI Cable Series 2 (6ft.) (1)
- * HDMI IP Video Encoder (Single Channel) (4)

Initials:

J.C.

BIS Digital

Customer



- * IP Video Decoder w/Multiview (1)
- * iPad Security Mount (Black) (1)
- * Matrix Feature Pack for BIS-CYNAP (1)
- * Microphone Wire 22AWG (Plenum) - 500ft Roll (1)
- * Network Switch w/PoE 48-port (Series 8) (1)
- * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1)
- * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1)
- * Room Control Gateway (up to 3 rooms) (1)
- * UPS 8 Outlet/1500VA 2RU (1)
- * USB Gigabit NIC (10/100/1000) (1)

Courtroom 3E

- * 4ch Output DANTE Expander (1)
- * 25.6" Swing-Arm Monitor Desk Mount | 100x100 VESA (2)
- * 2U Rack Shelf (Series 2) (1)
- * 3' Shielded CAT6 Patch Cable | Plenum (4)
- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (2)
- * 6' Shielded CAT6 Patch Cable | Plenum (2)
- * 8U Rack | Open Frame | 20" Depth (1)
- * 9 Outlet Rackmount Surge Protector | 20Amp | 20ft Cord (1)
- * Annotation Presentation System Receiver (Series 2) (8)
- * Annotation Presentation System w/Wireless Link and 365 Office License | Pro | HDMI Only (1)
- * CAT6 Cable | Shielded | Black | 500' (4)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)
- * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1)
- * Fixed Monitor Desk Mount | 100x100 VESA (1)
- * Flush Mount Cable Cubby (5)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (3ft.) (13)
- * HDMI Cable Series 2 (6ft.) (1)
- * HDMI IP Video Encoder (Single Channel) (4)
- * IP Video Decoder w/Multiview (1)
- * iPad Security Mount (Black) (1)
- * Matrix Feature Pack for BIS-CYNAP (1)
- * Microphone Wire 22AWG (Plenum) - 500ft Roll (1)
- * Network Switch w/PoE 48-port (Series 8) (1)
- * Power Distribution System (Series 2) (1)
- * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1)
- * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1)
- * Room Control Gateway (up to 3 rooms) (1)
- * UPS 8 Outlet/1500VA 2RU (1)
- * USB Gigabit NIC (10/100/1000) (1)

Courtroom 3H

- * 4ch Output DANTE Expander (1)

Initials:

J.C.

BIS Digital

Customer



- * 25.6" Swing-Arm Monitor Desk Mount | 100x100 VESA (2)
- * 2U Rack Shelf (Series 2) (1)
- * 3' Shielded CAT6 Patch Cable | Plenum (4)
- * 40"-90" Commercial Grade Full Motion Wall Mount | 150lbs Max (1)
- * 6' Shielded CAT6 Patch Cable | Plenum (2)
- * 8U Rack | Open Frame | 20" Depth (1)
- * 9 Outlet Rackmount Surge Protector | 20Amp | 20ft Cord (1)
- * Annotation Presentation System Receiver (Series 2) (7)
- * Annotation Presentation System w/Wireless Link and 365 Office License | Pro | HDMI Only (1)
- * CAT6 Cable | Shielded | Black | 500' (4)
- * DANTE USB I/O Adapter (2ch) (1)
- * DANTE Virtual Sound Card (up to 64ch) (1)
- * Digital Document Camera (Gen.6) (1)
- * Ethernet + Power USB-C Adapter for 10th Generation iPad (Black) (1)
- * Fixed Monitor Desk Mount | 100x100 VESA (1)
- * Flush Mount Cable Cubby (5)
- * HD IP PTZ Camera | Fixed Dome (2)
- * HDMI Cable Series 2 (3ft.) (13)
- * HDMI Cable Series 2 (6ft.) (1)
- * HDMI IP Video Encoder (Single Channel) (4)
- * IP Video Decoder w/Multiview (1)
- * iPad Security Mount (Black) (1)
- * Matrix Feature Pack for BIS-CYNAP (1)
- * Microphone Wire 22AWG (Plenum) - 500ft Roll (1)
- * Network Switch w/PoE 48-port (Series 8) (1)
- * Power Distribution System (Series 2) (1)
- * Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface (1)
- * Projector Mount for BIS-PRJ-5000-S2.1 and S3.1 (1)
- * Room Control Gateway (up to 3 rooms) (1)
- * UPS 8 Outlet/1500VA 2RU (1)
- * USB Gigabit NIC (10/100/1000) (1)

Initials:

J.C.
BIS Digital

Customer



The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 10/10/2024
Contract #: 25-10-A-95565 (Multiple Rooms)/M-50029489
Annual Contract Amount: \$47,724.70

Accepted By:

BIS Digital, Inc.

Augusta-Richmond County Superior Court

Steve Coldren

By Steve Coldren

By 

President

Title

Court Administrator, ASZ
Title

October 24, 2024

Date


10/24/2024
Date

Initials:

S.C. /
BIS Digital Customer

Signature Certificate

Reference number: HJMFZ-YXLFJ-YZTP3-QHQS

Signer	Timestamp	Signature
Email: biscontracts@bisdigital.com		
Sent:	24 Oct 2024 13:50:35 UTC	
Signed:	24 Oct 2024 13:50:35 UTC	

IP address: 73.42.70.174
Location: Orlando, United States

Document completed by all parties on:
24 Oct 2024 13:50:35 UTC

Page 1 of 1



Signed with PandaDoc
PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



AUGUSTA, GEORGIA

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

PURCHASE ORDER

PURCHASE ORDER NO. P455440
REQUISITION/QUOTE NO. R376218

DATE 06/01/23	DEPARTMENT 022652	VENDOR PHONE # (877) 858-5611	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR # 18420	E-VERIFY # 315365	EMAIL	

VENDOR BIS DIGITAL 1350 NE 56TH ST. SUITE 300 FORT LAUDERDALE, FL 33334	ATTN: BID NUMBER: CONTRACT #: BUYER:
--	---

SHIP TO: COURT ADMINISTRATION 735 JAMES BROWN BLVD, SUITE 2200 ATTN: MARY SMITH AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2336 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		AUDIO VISUAL UPGRADES FOR SELECTED OCURTROOMS AT RUFFIN JUDICAL CENTER HR 2A - Q#8023023 \$49,575.00 HR 2G - Q#8023053 \$44,150.00 CR2E - Q#8021582 \$94,500.00 CR2F - Q#8021696 \$89,500.00 CR3E - Q#8022235 \$91,500.00 CR3H - Q#8022236 \$86,000.00 BURKE CO CR1-Q8022241 \$29,500 BURKE CO CR 4-Q8022377 \$29,500 QUOTES INCLUDES: EQUIPMENT, INSTALLATION, SUPPLIES, SHIPPING AND HANDLING, ON-SITE SETUP, TRAINING - ANNUAL ON-SITE SERVICE AND SUPPORT SPLIT FUNDING ARPA GRANT FUNDING 220-02-2652/54-24910	441,000.00	441,000.00
0002	1	EACH		SPLIT FUNDING ***CONTINUED***	59,000.00	59,000.00

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.....
APPROVED FOR ISSUE PROCUREMENT DIRECTOR

VENDOR COPY

AUGUSTA, GEORGIA

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

PURCHASE ORDER

PURCHASE ORDER NO.

P455440

REQUISITION/QUOTE NO.

R376218

DATE 06/01/23	DEPARTMENT 022652	VENDOR PHONE # (877) 858-5611
VENDOR # 18420	E-VERIFY # 315365	EMAIL

PURCHASE ORDER NUMBER ABOVE
 MUST APPEAR ON ALL INVOICES,
 SHIPPING PAPERS, AND PACKAGES.

VENDOR BIS DIGITAL 1350 NE 56TH ST. SUITE 300 FORT LAUDERDALE, FL 33334	ATTN: BID NUMBER: CONTRACT #: BUYER:
---	---

SHIP TO: COURT ADMINISTRATION 735 JAMES BROWN BLVD, SUITE 2200 ATTN: MARY SMITH AUGUSTA, GA 30901	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
0003	1	EACH		- BURKE COUNTY 220-02-2652/53-16210 SPLIT FUNDING SUPERIOR COURT JURY 101-02-1110/52-36121	14,225.00	14,225.00

APPROVED BY COMMISSION
 12/6/22 ITEM #28
 5/16/23, ITEM #40

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

NET TOTAL.....	514,225.00
APPROVED FOR ISSUE	<i>G.A. Sims</i>

VENDOR COPY

PROCUREMENT DIRECTOR



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: BIS DIGITAL E-Verify Number: 315365

Commodity: AV MAINTENANCE AGREEMENT

Estimated annual expenditure for the above commodity or service: \$ 47,724.70

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- MS 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Mary Smith Department: Superior Court Date: 10/24/24

Department Head Signature: _____ Date: _____

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:



Public Safety Committee Meeting

Meeting Date: November 12, 2024

FY2022 State & Local Government Cybersecurity Grant Award

Department:	Information Technology
Presenter:	Reggie Horne, Interim CIO
Caption:	Motion to accept the FY2022 State & Local Government Cybersecurity Grant Award from the U.S. Department of Homeland Security in the amount of \$69,650.00 and to authorize the Mayor to execute the associated grant agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS).
Background:	The State & Local Government Cybersecurity Grant Program is a Federal initiative to enhance the resilience of state and local governments against cyberattacks. In Georgia, the program is administered through GEMA/HS. Grant funds may be used for a range of activities and equipment that improve cybersecurity.
Analysis:	Information Technology applied for a subrecipient grant in the first year of this program, FY2022. Due to delays with the state-level grant, local awards for FY2022 were not made until October 2024. Information Technology plans to use the awarded grant funds for assessment, testing, and equipment purchases outlined in our security plans in 2025.
Financial Impact:	The grant award is \$69,650.00. A local 10% cost share match of \$6,695.00 is required. Funds are available for the match in the Information Technology operating budget.
Alternatives:	Do not accept the grant.
Recommendation:	Accept the FY2022 State & Local Government Cybersecurity Grant Award from the U.S. Department of Homeland Security in the amount of \$69,650.00 and to authorize the Mayor to execute the associated grant agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS).
Funds are available in the following accounts:	Budget will be setup in Fund 220. Local match fund is from 101015410-5212118
<u>REVIEWED AND APPROVED BY:</u>	N/A

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.


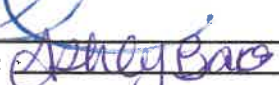
Proposal Project No. Project Title

PR000401 IT 2022 State & Local Cybersecurity Grant Program
Requesting grant funds offered by the U.S. Department of Homeland Security through the Georgia Technology Authority for cybersecurity improvements under the Infrastructure Investment and Jobs Act of 2021. / Cash Match: 10%, cash match funding source 272015410-5424910. / EEO required: No / EEO Department Notified: No.


Start Date: 12/31/2022 **End Date:** 12/31/2024
Submit Date: 10/21/2022 **Department:** 044 Information Technology **Cash Match?** N
Total Budgeted Amount: 71,110.00 **Total Funding Agency:** 80,000.00 **Total Cash Match:** -8,890.00

Sponsor: GM0053 Georgia Technology Authority
Sponsor Type: PT Pass thru Federal
Purpose: 21 Equipment /Construction **Flow Thru ID:** GM0008 US Homeland Security

			Contacts	
Type	ID	Name		Phone
I	GMI049	Stevens, Mattie Sue		(706)842-2806
P	GM0053	Georgia Technology Authority		(404)463-2300

Type	By	Date	Approvals
FA	T. ALLEN	10/21/2022	Dept. Signature:  Grant Coordinator Signature: 

- 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

 10-25-2022
Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- Approve the Department Agency to move forward with the application
 - Deny the request

 10/26/22
Administrator 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.



**GRANT AGREEMENT
FOR
FISCAL YEAR 2022
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**

BETWEEN

**THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Augusta-Richmond County

GRANT NO: 15

GRANT TERMS AND CONDITIONS

The United States Department of Homeland Security’s (“DHS”) Federal Fiscal Year (“FY”) 2022 State and Local Cybersecurity Grant Program (“SLCGP”) assists state, local, and territorial (“SLT”) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their communities.

This Grant Agreement (“Agreement”) is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”), an agency of the State of Georgia (“State”), and Augusta-Richmond County (“Subrecipient”). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a “Party” or collectively, the “Parties”.

For the purposes of this Agreement, GEMA/HS serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Subrecipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the passthrough entity.”

THEREFORE, DIVISION AND SUBRECIPIENT AGREE TO THE FOLLOWING:

I. PERIOD OF PERFORMANCE.

The Parties hereby agree as follows: This Agreement shall become effective on the Projected

Start Date and shall continue through the Projected End Date listed below.

Projected Period of Performance Start Date(s): October 1, 2024

Projected Period of Performance End Date(s): September 30, 2025

No modifications to the Budget Cost Lines can be made after the termination date, September 30, 2025, or when all funds have been used.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as t h e Recipient, has awarded the amount of \$69,650.00 to Augusta-Richmond County as the Subrecipient, in accordance with the Fiscal Year 2022 State and Local Cybersecurity Grant Program. Subrecipient shall meet a 10% cost share requirement in the amount of \$6,965.00.

SLCGP Grant funding may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

DHS/FEMA HAS RESERVED THE RIGHT TO CHANGE THE FY22 SLCGP GRANT; INCLUDING SHORTENING THE PERFORMANCE PERIOD AND/OR GRANT END DATE. ANY CHANGE IN THE GRANT AND/OR PERFORMANCE PERIOD OF THE FY22 SLCGP AWARD WILL BE PASSED THROUGH TO THE SUBRECIPIENT BY GEMA/HS.

II. STANDARD OF PERFORMANCE.

The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the SLCGP Investment Justification Worksheet and the approved Budget Detail Worksheet(s). Any modifications to the approved Budget Detail Worksheet(s) must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Exhibits and Attachments:

- A. Exhibits:
 - 1. SLCGP Goals and Objectives

B. Attachments:**1. Attachment A: Standard Assurances:**

(Attachment A1) Standard Form 424B (Non-Construction) or
 (Attachment A2) Standard Form 424D (Construction), as applicable

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

2. Attachment B: FY 2022 State and Local Cybersecurity Grant Program Agreement Articles;**3. Attachment C: FY 2022 State and Local Cybersecurity Grant Program Amendment Letter;****4. Attachment D: Federal Terms and Conditions;****5. Attachment E: Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements;**

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

6. Attachment F: DHS Fiscal Year 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity, (available online at <https://www.fema.gov/print/pdf/node/641059>);**7. Attachment G: SLCGP Investment Justification Worksheet; and****8. Attachment H: Approved Budget Detail Worksheet(s).****III. FUNDING OBLIGATIONS.**

GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

A. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).

B. Subrecipient shall meet a 10% cost share requirement for the FY 2022 SLCGP as listed in the FY 2022 SLCGP DHS/FEMA NOFO.

C. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 SLCGP DHS/FEMA NOFO (Attachment H),

and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

- D. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2022 SLCGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre- approved by GEMA/HS.
- E. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- F. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- G. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- H. **Non-Supplanting Requirement.** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- I. **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.
 - 1. 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.

2. 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.
 3. Subrecipient must report any deviations from 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.
- J.** After all approved items on the approved Budget Detail Worksheet(s) have been reimbursed to the Subrecipient; this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient.
- K.** The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and the Cybersecurity and Infrastructure Security Agency (“CISA”) of the award budget. Post-award documents uploaded into Non-Disaster Grants Management System (“ND Grants”) for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- A.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Agreement through compliance with the most recent version of all applicable federal and state laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
1. Public Law 93-288, as amended (Stafford Act);
 2. 44 C.F.R., Emergency Management and Assistance;
 3. Disaster Mitigation Act of 2000;
 4. OMB Regulations 2 C.F.R., Grant and Agreements;
 5. Executive Order 11988, Floodplain Management
 6. Executive Order 11990, Protection of Wetlands

7. Executive Order 12372, Intergovernmental Review of Programs and Activities
8. Executive Order 12549, Debarment and Suspension
9. Executive Order 12612, Federalism
10. Executive Order 12699, Seismic Design
11. Executive Order 12898, Environmental Justice
12. Coastal Barrier Resources Act, Public Law 97-348
13. Single Audit Act, Public Law 98-502
14. Sandy Recovery Improvement Act publications
15. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
16. 16 U.S.C. § 1531, Endangered Species Act References
17. FEMA program publications, guidance, and policies
18. 2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations
19. 2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Unique Entity Identifier (“UEI”). Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process. UEI registration information is available on GSA.gov at <https://www.gsa.gov/about-us/organization/federal-acquisitionservice/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entityidentifier-update>.

C. Accounting System. The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and

report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

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

V. PURCHASING.

- A. **Purchasing.** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Cost Lines (Attachment G) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.
- B. **Payment Request Forms.** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. **Allowable Costs.** Funds must be spent in compliance with applicable rules and regulations noted in the FY 2022 SLCGP DHS/FEMA NOFO. All costs charged to awards covered by this FY 2022 SLCGP DHS/FEMA NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the FY 2022 SLCGP DHS/FEMA NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for DHS awards under this program is the same as the period of performance).
1. **General Allowable Costs.** Subrecipients can use SLCGP grant funds for:
- i. Developing the Cybersecurity Plan;
 - ii. Implementing or revising the Cybersecurity Plan;

- iii. Paying expenses directly relating to the administration of the grant, which cannot exceed 5% of the amount of the grant award;
 - iv. Assisting with allowed activities that address imminent cybersecurity threats confirmed by DHS; and
 - v. Other appropriate activities as noted in the FY 2022 SLCGP DHS/FEMA NOFO.
2. **Planning.** SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of the holistic, entity-wide cybersecurity plan and other planning activities that support the program goals and objectives and Cybersecurity Planning Committee requirements.
3. **Organization.** Organization costs are allowable under this program. States must justify proposed expenditures of SLCGP funds to support organization activities within their IJ submission. Organizational activities include:
- i. Organizational activities include:
 - a) Program management;
 - b) Development of whole community partnerships that support the Cybersecurity Planning Committee;
 - c) Structures and mechanisms for information sharing between the public and private sector; and
 - d) Operational support.
 - ii. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, and cybersecurity navigators. The grant recipient must demonstrate that the personnel will be sustainable.
4. **Equipment.** Funding may be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments. Subrecipients may spend their portion of the funds on ransomware protections, data backups, basic cybersecurity protections, risk management frameworks. Subrecipient should limit purchases to the equipment referenced in the FY 2022 SLCGP DHS/FEMA NOFO and the Authorized Equipment List (“AEL”).

- i. Software and software licenses are authorized expenditures under SLCGP. Software can be included in the “equipment” cost category of the project budget under the appropriate AEL number. Software licenses would generally be covered under the same AEL as the software.
 - ii. There are currently 21 different sections of the AEL, including information technology (section 4) and cybersecurity equipment (section 5). Each AEL section includes numerous categories and subcategories. SLCGP applicants should search all AEL sections, categories, and subcategories on the FEMA AEL website to find the appropriate AEL. For example, the AEL for SAAS (software as a service) is 04AP-11-SAAS - Applications, Software as a Service.
 - iii. Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by the Environmental Protection Agency (“EPA”), the Occupational Safety and Health Administration (“OSHA”), and the National Fire Protection Association (“NFPA”). By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with FEMA funding.
 - iv. Subrecipient is responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Subrecipient’s willful or negligent action. Property losses should be reported to GEMA/HS immediately.
5. Additionally, recipients that are using SLCGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. You can access the Fiscal Year 2023 SAFECOM Guidance on Emergency Communications Grants at the following link: https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf
 6. **Maintenance and Sustainment.** Funding may be used for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees as described in DHS/FEMA Policy FP 205-402-125-1, available at <http://www.fema.gov/media-library/assets/documents/32474>.
 7. **Training.** Subrecipients may use SLCGP funds to attend training courses, exercises, and programs in the United States.

- i. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align with the eligible entity's Cybersecurity Plan, address a performance gap identified through assessments, and contribute to building a capability that will be evaluated through a formal exercise.
- ii. Any training or training gaps, including training related to underserved communities that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations, should be identified in an assessment and addressed in the eligible entity's training cycle.
- iii. Subrecipients are encouraged to utilize FEMA's National Preparedness Course Catalog. Training includes programs or courses developed for and delivered by institutions and organizations funded by FEMA. This consists of the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners. The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope and the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov>.
- iv. Proposed attendance at training courses and all associated costs leveraging the FY 2022 SLCGP must be included in the Subrecipient's Investment Justification. Proposed attendance at training and all associated costs using SLCGP must be included in the Subrecipient's Investment Justification.
- v. Some training activities require Environmental and Historic Preservation Review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

8. **Exercises.**

- i. Exercise costs are allowable under this program. Exercises conducted with grant funding should be managed and run consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is at <https://www.fema.gov/emergency-managers/nationalpreparedness/exercises/hseep>.
- ii. Any exercise conducted with SLCGP grant funds must comply with the Nation Incident Management System (“NIMS”) requirements. These requirements can be found at <https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf>. Exercise documentation, including but not limited to objectives, after-action reports, and participants, must be coordinated with and submitted to the GEMA/HS.

9. Management and Administration (“M&A”).

- i. Subrecipients that receive an award under this program may use and expend up to five percent (5%) of their FY 2022 SLCGP funds for M&A purposes.
- ii. M&A costs are for activities directly related to the management and administration of the award, such as financial management and monitoring, submitting required programmatic and financial reports, establishing, and maintaining equipment inventory.

10. Indirect (Facilities & Administrative (F&A)) Costs. Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f). Subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award.

11. Construction and Renovation. Any Subrecipient project that involves construction and renovation cost must contact GEMA/HS prior to submission. All Subrecipients must request and receive approval from DHS/FEMA before any funds are used for construction or renovation.

12. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant

services are required, and competitive bidding is encouraged, as explained in 2 C.F.R. § 200.317-326.

D. Unallowable Costs. The following projects and costs are considered **ineligible** for award consideration:

1. Initiatives that duplicate capabilities being provided by the Federal Government;
2. Reimbursement of pre-award security expenses;
3. To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this FY 2022 SLCGP DHS/FEMA NOFO for otherwise permissible uses on the basis that the Subrecipient has previously used SLT funds to support the same or similar uses;
4. For any recipient cost-sharing contribution;
5. Payment of a ransom from cyberattacks;
6. For recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on SLT information systems;
7. Lobbying or intervention in federal regulatory or adjudicatory proceedings;
8. Suing the federal government or any other government entity;
9. Paying for cybersecurity insurance;
10. Acquiring land or to construct, remodel, or perform alternations of buildings or other physical facilities; or
11. For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.

VI. GENERAL PROHIBITIONS

- A. Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

- B. **Federal Employee Prohibition.** Federal employees are prohibited directly benefiting from any funds under this Agreement.
- C. The employment of unauthorized aliens by the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

VII. MODIFICATIONS

The Subrecipient understands and agrees that, in addition to the provisions in the “Termination” section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY22 SLCGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

VIII. SUSPENSION

In the event Subrecipient fails to comply with any term of this Grant, GEMA/HS may, upon written notification to Subrecipient, suspend this Agreement, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant’s funds.

IX. TERMINATION

- A. **Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient’s failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right,

privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any SLCGP grant-funded equipment purchased under this agreement to GEMA/HS or whomever GEMA/HS shall designate, without cost, as directed by GEMA/HS.

- C. GEMA/HS may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.
- D. GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- E. **Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.
- F. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- G. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.
- H. **Subrecipient's Responsibilities Upon Termination.** If GEMA/HS provides a notice of termination to the Subrecipient, except as otherwise specified by GEMA/HS in that notice, the Subrecipient shall:
 - 1. Stop work under this Agreement on the date and to the extent specified in the notice.

2. Complete performance of such part of the work that has not been terminated by GEMA/HS, if any.
3. Take such action as may be necessary, or as GEMA/HS may specify, to protect and preserve any property which is in the possession and custody of the Subrecipient, and in which GEMA/HS has or may acquire an interest.
4. Transfer, assign, and make available to GEMA/HS all property and materials belonging to GEMA/HS upon the effective date of termination of this Agreement. No extra compensation will be paid to the Subrecipient for its services in connection with such transfer or assignment.

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

X. CLOSING OF THIS GRANT.

- A.** GEMA/HS will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B.** At the completion and closure of all Subrecipient's projects (subawards), GEMA/HS will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
- C.** The closeout of this Grant does not affect:

1. DHS/FEMA or GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Agreement after the expiration or termination of this Agreement.

XI. INDEMNIFICATION.

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to GEMA/HS' misuse or modification of the Subrecipient's products or GEMA/HS' operation or use of the Subrecipient's products in a manner not contemplated by the Agreement. GEMA/HS will not be liable for any royalties.

XII. DISPUTE RESOLUTION.

- A. Disputes concerning performance under the Agreement will be decided by GEMA/HS, who shall reduce the decision to writing and serve a copy to the Subrecipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in Superior Court of Fulton County, Georgia. Subrecipient hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

- B. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

XIII. COMPLIANCE WITH LAW

- A. **Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require any of the Parties herein to violate any policies of GEMA/HS, DHS, or any laws or regulations of the United States or the State of Georgia.
- B. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- C. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- D. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Agreement that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or GEMA/HS determines that changes are necessary to this Agreement after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Agreement.
- E. **Conflict of Interest.** This Agreement is subject to the State of Georgia Code of Ethics found in O.C.G.A. § 45-10-1. The Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Subrecipient shall also disclose the name of any state employee who owns, directly or indirectly, more than a five percent (5%) interest in the Subrecipient or its affiliates.
1. Subrecipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

- a) Using his or her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Subrecipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

F. Boycott Of The Nation Of Israel Prohibited. Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.

G. Drug-Free Workplace. The Parties hereby certify as follows:

1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and
3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: “As part of the subcontracting contract with (the Party’s name). (Sub-Contractor’s Name) certifies to (the Party’s name) that a drug-free workplace will be provided for the sub-Contractor’s employees during the performance of this MOU pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3.”
4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or

- b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

H. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.
2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
- a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

- I. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XIV. NOTICE

- A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing GEMA/HS' Grant Manager and delivered by standard or electronic mail using the correct information provided below.

If to Georgia Emergency Management and Homeland Security Agency:

Sheneka Turner
 Preparedness Grants & Programs Manager
 935 United Avenue Southeast
 Atlanta, Georgia 30316
 Sheneka.Turner@gema.ga.gov
 Office: 404-635-7068
 Cell: 470-332-6784

- B.** In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party.

XV. PROCUREMENT AND CONTRACTING.

- A.** The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- B.** As required by 2 C.F.R. §200.318(i), the Subrecipient shall “maintain records sufficient to detail the 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, contractor selection or rejection, and the basis for the contract price.”
- C.** As required by 2 C.F.R. §200.318(b), the Subrecipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to GEMA/HS, the progress of any and all subcontractors performing work under this Agreement.
- D.** Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. GEMA/HS shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent

with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to publish a competitive solicitation, this review may allow GEMA/HS to identify deficiencies in the vendor requirements or in the commodity or service specifications. GEMA/HS' review and comments shall not constitute an approval of the solicitation. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from GEMA/HS that the solicitation is deficient, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,
2. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any contemplated contract prior to contract execution. GEMA/HS shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to execute a subcontract, this review may allow GEMA/HS to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. GEMA/HS's review and comments shall not constitute an approval of the subcontract. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from GEMA/HS that the subcontract is non-compliant, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,

2. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- F.** The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold GEMA/HS and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- G.** As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”
- H.** As required by 2 C.F.R. §200.319, the Subrecipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Subrecipient shall not:
1. Place unreasonable requirements on firms in order for them to qualify to do business;
 2. Require unnecessary experience or excessive bonding;
 3. Use noncompetitive pricing practices between firms or between affiliated companies;
 4. Execute noncompetitive contracts to consultants that are on retainer contracts;
 5. Authorize, condone, or ignore organizational conflicts of interest;
 6. Specify only a brand name product without allowing vendors to offer an equivalent;
 7. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 8. Engage in any arbitrary action during the procurement process; or,
 9. Allow a vendor to bid on a contract if that bidder was involved with developing or
 10. drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

- I.** Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- J.** The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as O.C.G.A. §50-5-50 et seq.
- K.** The Subrecipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as O.C.G.A. §50-5-50 et seq.
- L.** FEMA has developed helpful resources for Subrecipients when procuring with federal grant funds because Subrecipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:
- 1.** 2023 Procurement Disaster Assistance Team (PDAT) Roadmap to Procurement Compliance available at https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf.
- M.** Contract Provisions. All contracts executed using funds awarded under this Agreement shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- N.** Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
- 1.** Procurement by micro purchase
 - 2.** Procurement by small purchase
 - 3.** Procurement by sealed bid
 - 4.** Procurement by competitive proposal

5. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods
- O. Sole Source Procurement.** The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- P.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 C.F.R. § 200.320(f) must receive prior written approval from GEMA/HS.
- Q.** Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R. §200.321.

XVI. SUBCONTRACTING.

- A.** In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- B.** The Subrecipient understands that any public contracts and subcontracts funded by the SLCGP must comply with the requirements of O.C.G.A. § 13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

XVII. MONITORING

- A.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.
- B.** GEMA/HS or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Agreement and of the adequacy and timeliness of Subrecipient's performance pursuant to this Agreement. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Agreement, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure

by Subrecipient to take action specified in the monitoring report may be cause for termination of this Agreement pursuant to the Termination Section herein.

- C. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- D. In addition to reviews of audits conducted in accordance with federal auditing requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by GEMA/HS staff, limited scope audits, and other procedures.

XVIII. REPORTS

- A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide GEMA/HS with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by GEMA/HS.
- B. **Equipment Inventory Report.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states ““Purchased with funding from the Georgia Emergency Management and Homeland Security Agency with funds provided by the U.S. Department of Homeland Security”. The decal will be provided GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
 - 1. Inventory records must be maintained which include:
 - i. Award number; • Description of the property;
 - ii. Serial number or other identification number; • Source of the property (brand/manufacturer);
 - iii. Vendor of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of the property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;

- ix. Use and condition of the property; and
- x. Disposition data, including the date of disposal and sale price.

- C. Quarterly Progress Report (Progress Report).** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS quarterly through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

The following reporting periods and due dates apply:

<u>Quarter</u>	<u>Date Range</u>	<u>Due Date</u>
<u>First Quarter</u>	October 1 – December 31	January 31
<u>Second Quarter</u>	January 1- March 31	April 30
<u>Third Quarter</u>	April 1 – June 30	July 31
<u>Fourth Quarter</u>	July 1 – September 30	October 31

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

- D. Biannual Strategy Implementation Reports (“BSIR”).** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.
- E. Grant Closeout Report.** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final Progress Report. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be de-obligated.
- F.** If all required reports and copies are not sent to GEMA/HS or are not completed in a manner acceptable to GEMA/HS, then GEMA/HS may withhold further payments until they are completed or may take other action.
- G.** The Subrecipient shall provide additional program updates or information that may be required by GEMA/HS.

XIX. AUDITS

A. Audit of Federal Funds.

1. The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non- Profit Organizations.
2. Subrecipient's performance under the Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) Part 200 hereinafter referred to as the "Uniform Guidance."
3. Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's ("GAO") Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.
4. If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

B. Right to Audit. Subrecipient shall give DHS, FEMA, CISA, the Comptroller General of the United States, the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.

C. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to GEMA/HS for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to GEMA/HS of such disallowed costs shall be paid

by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

- D. Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- E. State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.
- F.** Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.
- G.** Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

XX. RECORDS

- A. Retention and Maintenance of Records.** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three (3) years from the date that the DHS closes the State of Georgia's 2022 SLCGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

1. The following are the only exceptions to the 3-year requirement:
 - i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When GEMA/HS or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
 - v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- B. **Access to Records.** As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and GEMA/HS, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- C. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require

procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

D. SLCGP Specific Requirements.

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review, <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually. For more information, visit the Nationwide Cybersecurity Review's website at <https://www.cisecurity.org>.
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.
4. Subrecipients may retain a maximum of up to five (5) percent of the SLCGP grant agreement amount for management and administration activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

E. Program-Specific Required Forms and Information. The following program-specific forms or information are required to be submitted in ND Grants as attachments:

1. SLCGP Investment Justifications. Each eligible entity is required to submit complete project-level information detailing how the program objectives and goals will be met to develop, implement, or revise its Cybersecurity Plan; establish a Cybersecurity Planning Committee; conduct assessments

and evaluations; and adopt key cybersecurity best practices. The FY 2022 Investment Justification must include the following information:

- i. Only one application will be submitted by the eligible entity. It must include a brief description of the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan.
 - ii. The application will consist of up to four investments, one for each SLCGP objective (See Exhibit 1 for more information on the goal and objectives).
 - iii. Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2022 SLCGP; however, it is important to note that identifying and mitigating gaps in the cybersecurity workforce, enhancing recruitment and retention efforts, and bolstering the knowledge, skills, and abilities of personnel are still statutory requirements for Cybersecurity Plans to address even if the eligible entity does not use grant funds to carry this out.
 - iv. Requests to use funding to address imminent cybersecurity threats must be addressed in the Investment Justification (“IJ”) for Objective 3.
 - v. Each investment must describe how each project aligns to the Subrecipient’s Cybersecurity Plan if applying for a grant to implement or revise the Cybersecurity Plan, or will align with the entity’s Cybersecurity Plan if applying for a grant to develop a Cybersecurity Plan. Subrecipients must also describe how implementing the plan will be measured (metrics).
 - vi. Each project must include an explanation of how the proposed project(s) will achieve the program objectives as identified in Exhibit 1. A project schedule with clearly defined milestones must also be included.
2. Cybersecurity Plan. Each eligible entity is required to submit its Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL and included in Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO unless the eligible entity is applying for funds to develop a Cybersecurity Plan as described more below. The Cybersecurity Plan must include a description of Subrecipient’s roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan,

and identify metrics. Subrecipient governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported. For more information on the Cybersecurity Plan, please refer to Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO.

3. Cybersecurity Planning Committee Membership List. The Cybersecurity Planning Committee should be seen as a platform to identify and then prioritize state-wide efforts, to include identifying opportunities to consolidate projects to increase efficiencies. Each eligible entity is required to submit confirmation that the committee is comprised of the required representatives. The Subrecipient must also confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. For more information on the composition of the Cybersecurity Planning Committee, including how to leverage existing planning committees, please refer to Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
4. Cybersecurity Planning Committee Charter. The Cybersecurity Planning Committee Charter must be submitted with the Cybersecurity Planning Committee Membership List attached as specified in Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
5. Cybersecurity Plan Submission Exception Request (if applicable).
 - i. Subrecipients may request an exception to submitting their Cybersecurity Plan at the time of application. The exception request must be supported by the Chief Information Officer (“CIO”), Chief Information Security Office (“CISO”), or equivalent official.
 - ii. If an exception is requested, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats. Activities integral to the development of a Cybersecurity Plan are limited to investments and projects aligned to Objective 1 and Objective 2 as listed in Exhibit 1. Activities to address imminent cybersecurity threats are limited to investments and projects aligned to Objective 3 as listed in Exhibit 1.
 - iii. The Subrecipient must also include a certification, either as a separate document or as part of the applicable IJ(s), that all activities funded by the grant are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent

cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity. If grant funding is necessary to assist with activities that address imminent cybersecurity threats, then that should be noted on the applicable IJ.

- iv. Subrecipient seeking funding to develop a Cybersecurity Plan must still submit IJs for Objectives 1, 2, and 3, noting that they will need to be updated once the Cybersecurity Plan is completed and approved. It is still optional to submit an IJ for Objective 4 as listed in Exhibit 1.
- v. Once the Cybersecurity Plan is completed and approved by the Cybersecurity Planning Committee and CIO, CISO, or equivalent official, the applicant must then submit updated IJs for Objectives 1, 2, and 3, along with an updated IJ for Objective 4 if one was previously submitted, to DHS with the approved Cybersecurity Plan.
- vi. The following is required to request an exception:
 - a) Statement from the Subrecipient as to why they do not have an approved Cybersecurity Plan;
 - b) High-level plan, including dates and milestones, for completing and submitting the Plan to DHS; and
 - c) Signatures of support from the eligible entity and CIO, CISO, or equivalent official.

F. Other Federal Records Requirements.

1. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from GEMA/HS or the Subrecipient when it determines that the records possess long-term retention value.
2. In accordance with 2 C.F.R. §200.336, GEMA/HS must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then GEMA/HS must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control

reviews, provide reasonable safeguards against alteration, and remain readable.

3. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or GEMA/HS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Fusion Centers. The Subrecipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

1. The Subrecipient agrees that Homeland Security Information Network must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the federal, state, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing SLCGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

H. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the approved Budget Cost Lines and all other applicable laws and regulations.

XXI. Special Conditions.

- A.** The Subrecipient agrees to comply with the FY 2022 State and Local Cybersecurity Grant Program Agreement Articles and FY 2022 State and Local Cybersecurity Grant Program Amendment Letter, included with this Agreement as Attachment B and C, respectively. References in the attachment to “recipient” apply to the Subrecipient’s requirements as subrecipient.
- B.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to,

the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

- C. **Protected Critical Infrastructure Information.** Protected Critical Infrastructure Information (“PCII”) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (“CIIA”), 6 U.S.C. §§131 - 134, which created a new framework, that enables state and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The CIIA also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (“SAA”) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement with DHS, appointing a PCII Officer, and implementing a self-inspection program.
- D. **Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 C.F.R. Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two (2) years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. **Environmental Historical Preservation (“EHP”).**
1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (“EHP”) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements.

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

3. The Subrecipient shall not undertake any project using SLCGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance.
4. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for SLCGP funding.
5. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the FY 2022 SLCGP DHS/FEMA NOFO (Attachment H) and FEMA's Information Bulletins 329, 345, 356, 371, 404, and 404 available at <https://www.fema.gov/grants/tools/environmental-historic/preparation-resources>.

F. Federal Funding Accountability and Transparency Act ("FFATA").

1. All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.
2. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - i. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or

15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

iii. Additional information regarding the FFATA requirements can be found at the following links:

- a) <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>
- b) www.fhrs.gov.

G. National Incident Management System (NIMS)

1. National Initiatives: Prior to allocation of any Federal preparedness awards in FY 2022, Subrecipients must ensure and maintain adoption and implementation of the NIMS. Although not required by DHS/FEMA, GEMA/HS requires SLCGP Subrecipients to maintain the adoption and implementation of NIMS. DHS/FEMA describes the specific training and activities involved in NIMS implementation in the NIMS Training Program <https://www.fema.gov/training-0> and the NIMS Implementation Objectives <https://www.fema.gov/implementation-guidance-and-reporting>.
2. Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications are available on DHS/FEMA's website at <https://www.fema.gov/resource-management-mutual-aid>.

H. Disposition of Equipment Acquired Under the Federal Award (Article XLVIII). For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, 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 subrecipients must follow the disposition requirements in accordance with state laws and procedures.

I. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty- free, nonexclusive, and irrevocable license to reproduce,

display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

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

XXII. MISCELLANEOUS TERMS

- A. Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- C. Survivability.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Agreement. All obligations of the Parties incurred or existing under this Agreement as of the date of expiration or termination will survive the termination or expiration of this Agreement.
- D. Assignment.** A Party may, nor will it have the power to, assign or novate this Agreement with the consent of the other Parties.
- E. Dispute Resolution.** In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

- F. Sanctions.** If a Subrecipient materially fails to comply with the terms and conditions of an award, GEMA/HS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award.
 4. Withhold future awards for the project or program.
 5. Pursue any other legal remedy that may be available.
 6. Require reassignment of any tangible or intangible items purchased with SLCGP grant funding to another local jurisdiction.
- G. Reservation of Rights.** This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.
- H. Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.
1. Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State of Georgia is James C. Stallings, Authorized Recipient Official. The State has designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page ten (10) of this agreement.

XXIII. Entire Agreement; Waiver; Signature and Delivery.

This Agreement, including the incorporated Attachments and Exhibits, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind their respective entities designated below as of the day, month, and year indicated.

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

Augusta-Richmond County

(NAME OF SUBRECIPIENT)

Signature

Signature

Printed Name of Signatory

Printed Name of Signatory

Title of Signatory

Title of Signatory

10 / 01 / 2024
Date of Signature

10 / 01 / 2024
Date of Signature

58-2204274
Agency FEID (XX-XXXXXXX)

ZH93N1J4TBE8
Agency UEI Number (XXXXXXXXXX)

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific 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. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED November 4, 2024

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

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

1. LOBBYING

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

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

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

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

RECOMMENDED:

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

RECOMMENDED continued:

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

_____ Agency _____

_____ Authorized Signature _____ Date _____

From: ga.emgrants.com <no-reply@emgrants.com>
Sent: Tuesday, October 1, 2024 5:25 PM
To: Mattie Sue Stevens
Subject: [EXTERNAL] SLCGP Award Notification

Dear Mattie Sue Stevens,

It is my pleasure to inform you that the State of Georgia has awarded the a subgrant funded from the FY2022 State and Local Cybersecurity Grant Program. The amount of the grant is \$69,650.00 to build and enhance cybersecurity. Federal funds cannot be used to match this award.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete and return the grant agreement you have received from the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) containing specific information regarding your grant, by following these steps:

- Login to ga.emgrants.com and navigate to the award by clicking on this link: <https://ga.emgrants.com/app/#221847>
- Scroll down to the bottom of the screen to where Document Templates are located. Click on each of the listed document templates to download them.
- Review and sign the State/Local Agreement
- Upload a signed copy of the agreement at: <https://ga.emgrants.com/app/#221847>
- Click on the Advance button to submit the signed agreement to the State for review

Thank you for your commitment to protecting Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,
James C. Stallings
Director
Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by ga.emgrants.com, please do not reply.

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Public Safety Committee

November 12, 2024

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to **approve** the minutes of the Public Safety Committee held on October 8, 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

REVIEWED AND APPROVED BY: N/A



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, October 08, 2024

1:20 PM

PRESENT:

Commissioner Catherine McKnight, Member

Commissioner Bobby Williams, Member

Commissioner Brandon Garrett, Member

ABSENT:

Commissioner Brandon Garrett

Also Present: Mayor G. Johnson, Commissioners Johnson, Guilfoyle, Lewis, Frantom and Scott

- 1. Presentation from Sheriff-Elect Gino Brantley. **(Requested by Commissioner Catherine McKnight)**

Receive as information without objections.

- 2. Motion to **approve** the minutes of the Public Safety Committee held on September 10, 2024.

Motion to approve the minutes.

Motion made by Garrett, Seconded by Williams

Voting Yea: McKnight, Williams, Garrett

Motion carries 3-0

- 3. Receive a performance update from Central Ambulance Services. **(Requested by Commissioner Catherine McKnight).**

Performance presentation made by Central Ambulance Services.

Receive as information without objections.