1. March 2, 2021 Meeting Agenda
   Documents:
   03022021 AGENDA.PDF

1.1. March 2, 2021 Final Agenda
   Documents:
   03022021 AGENDA_REVISED.DOCX_FINAL.PDF

2. March 2, 2021 Agenda Material
   Documents:
   03022021AGENDA MATERIAL.PDF
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## EFFINGHAM COUNTY BOARD OF COMMISSIONERS
### (FINAL) MEETING AGENDA
**Effingham County Administrative Complex**  
601 North Laurel Street, Springfield GA 31329  
March 2, 2021– 5:00 PM  
(Also aired via teleconference  
Dial 1-650-419-1505 Access Code – 106822973)

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### 07 **Contract**  
*Tim Callanan 2021-103*  
Consideration to approve a Contract with Allen Engineering Services, LLC for On Call GIS Services  
**Approved**

### Addition to Agenda

| 8 **Plat**  
*Teresa Concannon 2021-104* | Consideration to approve a Final Plat for Oliver Subdivision located off of Old Dixie Hwy South, consisting of 3 lots Map# 313 Parcel# 23 | **Approved** |

| 9 **Agreement/Res**  
*Tim Callanan 2021-105* | Consideration to approve a Lease Agreement between Effingham County Board of Commissioners and the Department of Natural Resources for boating access and a Operation and Maintenance Agreement Resolution# 021-007 | **Approved** |

| 10 **Bonds**  
*Tim Callanan 2021-106* | Consideration to approve to accept a Proposal for general obligation transportation sales tax bonds from Key Government Finance | **Approved** |

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### XII Adjournment  
6:36 pm

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**Members present:**  
Wesley Corbitt  
Forrest Floyd  
Roger Burdette  
Jamie Deloach  
Reginald Loper  
Phil Kieffer

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Page 3 of 3
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| **XII Adjournment** |   |   |   |
Appearance – 5:05 pm

Mr. Harold Morgan, to discuss the conditions of Little McCall Road.
Staff Report

Subject: ACCG Georgia County Internship Program (GCIP)
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 03/02/2021
Item Description: Consideration to accept a grant from ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

Summary Recommendation:
Staff is requesting approval to accept a grant from ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

Executive Summary:
The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in 2006. The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. The goal of the program is to enable counties to hire talented college students and recent graduates for specific projects that will, 1) benefit county government and its citizens; 2) give students a chance to learn first-hand about the role of county government; 3) provide practical work experiences students can use in the job market upon graduation; 4) and inspire young people to consider a career in county government. Effingham County Finance was awarded a County Budget Review Project Intern.

Background:
1. There is no cost share requirement.
2. Hourly salary for interns is $12.00.
3. Interns must be currently enrolled in a college/university or a recent graduate to be eligible to participate in the program.

Alternatives for Commission to Consider:
1. Approve a GCIP grant award.
2. Do not approve a GCIP grant award.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve a GCIP grant award.

Other Alternatives: N/A
Department Review: Finance

Funding Source:
The hourly salary will be reimbursed at the end of the grant period.

Attachments:
1. GCIP grant award information packet
Sharon Simmons

From: NeSmith, Michele <MNeSmith@ACCG.org>
Sent: Monday, February 8, 2021 4:40 PM
To: Sharon Simmons
Cc: Christy Carpenter; Stephanie Johnson; Timothy Callanan; Wesley Corbitt
Subject: EXTERNAL:2021 Effingham County GCIP Grant Award Package and Related Materials
Attachments: 2021 Effingham County Grant Package.pdf; 2021 GCIP Grant Overview Materials Final.pdf

Importance: High

Sharon,

Congratulations on your 2021 GCIP grant award. Please see the attached 2021 GCIP Grant Package for your county. The Grant Package provides the grant agreement with all of the forms needed to complete the grant. The Grant Overview provides helpful tools and information about the grant, including a checklist to use to keep your grant on track.

It has been our experience that March is the best month to recruit interns. As such, I encourage you to provide me with a copy of your internship position (or a link to where you have posted the information on your website) by March 1 and to post the position on your county's website and with colleges within and near your county to maximize applicants.

Let me know if you have any questions.

Best,
Michele

Michele NeSmith, Esq.
ACCG
Research and Policy Development Director
191 Peachtree Street, NE, Suite 700
Atlanta, Georgia 30303
404-522-5022 (O)
404-992-8737 (Cell)
Advancing Georgia’s Counties

Association County Commissioners of Georgia Civic Affairs Foundation
191 Peachtree Street, Suite 700, Atlanta, GA, 30303

The following information will be sent upon request: A full and fair description of the Association County Commissioners of Georgia Civic Affairs Foundation; A financial statement or summary of the Association County Commissioners of Georgia Civic Affairs Foundation.

PLEASE NOTE: ACCG lawyers represent ACCG and its subsidiary boards. No attorney-client relationship with any person or entity (other than ACCG and its subsidiary boards) is formed by this email. ACCG lawyers do not provide legal advice to individual counties, officials, or staff. The county attorney should be consulted for legal issues specific to an individual county.
MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2021 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: February 5, 2021

Congratulations on being a grant recipient for the Summer 2021 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2021-September 30, 2021. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 18, 2021. Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to return it as soon as possible so that it can be finalized by the Foundation. When an intern has been hired, the Foundation should be notified, and a copy of the Intern Consent Form and the Intern Information Form should be submitted as soon as possible, but no later than August 15, 2021. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program you are aware that we request that the intern evaluation form and photo(s) of the intern be submitted. In that past this has been an optional requirement, but it is now mandatory. Please ensure that both are submitted in order to be eligible for the reimbursement.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor’s guide. The grant agreement is included in a separate attachment and includes the following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement form 5) intern evaluation form, 6) the intern consent form, and 7) the
In order to receive the grant funds, the county must submit the following to the Foundation:

1) Signed Grant Agreement – as soon as possible

2) Signed Intern Consent Form – beginning of the internship but no later than August 15th

3) Signed and Completed Intern Information Form – beginning of the internship but no later than August 15th

4) Intern Photo-by August 15th (head shot and action photo)

5) Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 18, 2021

6) Signed and Completed Grant Reimbursement Form – by October 18, 2021

7) Proof of Payment-- by October 18, 2021

7) Completed Intern Evaluation –by October 18, 2021

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers’ compensation coverage, and Federal Insurance Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers’ compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers’ compensation policy. Grant reimbursements may take 6-8 weeks to process. Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties in order to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@acgg.org or at 404-992-8737.

Thanks again for your participation in this program.
Georgia County Internship Program (GCIP) County Check List

☐ Read all provided information before completing required forms

☐ The Grant Agreement needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation as soon as possible. The Foundation will then sign the agreement and return it to the County.

☐ Send Foundation internship job posting and advertise locally

☐ Complete, sign and submit the Intern Information Form to the Foundation at the beginning of the internship, but no later than August 15, 2021 (must be signed by intern and intern supervisor)

☐ Intern to complete and sign Intern Consent Form and submit to the Foundation at the beginning of the internship, but no later than August 15, 2021

☐ Submit photo(s) of Intern (head shot and action shot) by August 15, 2021

☐ Submit proof of hire (copy of Offer Letter and E-Verify Usage and Acknowledgement Form) to the Foundation by October 18, 2021

☐ Submit proof of payment to the Foundation by October 18, 2021

☐ Submit Intern Evaluation to the Foundation by October 18, 2021
Georgia County Internship Program (GCIP)
Frequently Asked Questions

Will the grant contract need to be approved by the board of commissioners?

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student’s abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within six months of the start date of the internship. High school students who are dually enrolled in a college program and are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.
What if my intern doesn’t complete the full 200 hours?

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2021 grant period is $12.00 per hour. Interns cannot be paid less than $12.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed $2400 in wages, $183.60 in FICA, and up to $24 in workers’ compensation costs for a maximum reimbursement of $2607.60 per intern. An intern paid using GCIP grant funds must be covered under the county’s workers’ compensation plan.

If a county wants to pay an intern more than $12.00 per hour, that amount over $12.00 will need to be paid by the county along with the additional FICA and workers’ compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over $12.00 per hour nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student’s academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.
What if my county has already hired an intern for the grant period?

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website www.civicaffairs.org to provide statewide exposure to interested students and sharing these postings with career service directors across the state. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

What happens if a county is not able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application?

Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?

Interns funded by GCIP are prohibited from participating in any type of political campaign work.
Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the interview process through to the exit evaluation. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.
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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview in order to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?

2. How does this internship fit into your schedule and educational goals?

3. What do you hope to gain from this experience?

4. Do you have any knowledge or experience with local government issues?

5. [Describe position/project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?

6. Do you have experience working with customers/clients?

7. Any questions?
Sample Internship Offer Letter

Dear __________,

It is with great pleasure that I offer you the position of __________ internship with __________ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins __________ and ends __________. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _______ (weekly/monthly) at an hourly rate of $____ (there are no benefits associated with this position.) As part of the __________ County team, it will be important to note and adhere to __________ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to __________ County.

Sincerely,

____________

____________ County Internship Supervisor

ACCG Civic Affairs Foundation – Georgia County Internship Program, County Supervisor’s Guide   Page 4
Sample Internship Rejection Letter

Dear

I enjoyed meeting with you on regarding the internship position with County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

County Internship Supervisor
Before the Intern Arrives – Checklist

Prior to the new intern’s arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ Prepare an Intern Manual

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- “How To” Section (How to operate phones, copier, fax, scanners, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)

☐ Set aside space for the intern to work (desk, office, cubicle, etc.)

☐ Set up passwords for computers and/or phones if needed

☐ Order name badge or employee ID if required

☐ Send email to the intern regarding the 1st day of work (provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.)

☐ Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)

☐ Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information, grant paperwork, etc.)
Sample Internship Project Plan

____________________ County

Project Assigned:


Project Details:


Project Deadline:


Recommended Resources:


(Insert time frame) Tasks:


(Insert time frame) Tasks:


Mid-Project Review Date:


(Insert time frame) Tasks:


Final Project Review Date:


Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county’s workers’ compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

**GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Form to the Foundation** as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern in order to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county’s program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern’s performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.
Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the county manager’s office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager’s office.

Project Deadline: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager’s office. Provide an inventory of each record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as needed.

Weeks 11-12: Draft directions on how to use database and retention schedule
Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@acca.org.

Name: ____________________________

County: __________________________

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?
County Considerations for Future Internships

The Foundation hopes that your county’s experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much “down time”? Was enough work available for the intern?
3. Was the type of project assigned suitable for college undergraduate or graduate students? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are undergraduate or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?
GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the “FOUNDATION”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and County (“COUNTY”), having its principal office at . In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application (“County Grant Application”) (Exhibit B) from May 1, 2021 until September 30, 2021. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement
a. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than $12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of $12.00 per hour, including workers’ compensation and FICA.

b. **Workers’ Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY’S workers’ compensation plan in the Foundation’s sole discretion up to a maximum reimbursement rate of up to $24.00 per intern, per internship.

c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation’s sole discretion at a maximum reimbursement of up to $183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than $12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers’ compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2021 to September 30, 2021, for the Foundation approved internship project as described within the attached County Grant Application.

B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of $12.00 per hour for each hour suffered or permitted to be worked by the intern.

C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.

D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information...
to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form" (Exhibit C); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form ("Reimbursement Form") (Exhibit D); and (5) completed Intern Evaluation Form (Exhibit E). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 18, 2021 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than August 15, 2021: (a) intern consent form ("Intern Consent Form") (Exhibit F); the intern information form ("Intern Information Form" (Exhibit G); and an intern photograph.

F. Tax Withholdings. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.

G. Nondiscrimination in Employment Practices. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act. The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. Fair Labor Standards Act

3. Georgia Security and Immigration Compliance Act. The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).
I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. **CONTRACT MODIFICATION**

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. **TERMINATION**

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY’S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years
of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2021.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. **Access to Records, Records Retention, and Investigation**

A. The FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The COUNTY agrees that the FOUNDATION has the authority to investigate any allegation of misconduct made by the COUNTY pertaining to this Agreement. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. **Hold Harmless**

To the extent permitted by law, the COUNTY agrees to hold harmless the FOUNDATION, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the COUNTY, its agents or employees under any provision of this contract.

VIII. **Program Publicity and COUNTY Participation**

A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
B. The COUNTY further agrees that any promotional information by the COUNTY regarding the Georgia County Internship Program must be preapproved by the FOUNDATION.

C. The COUNTY additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the COUNTY must be reviewed and approved by the FOUNDATION.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the FOUNDATION, or the Association County Commissioners of Georgia.

B. Neither the FOUNDATION nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the COUNTY.

C. Neither party to this AGREEMENT shall have the authority to bind the other party.

This AGREEMENT is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Grant Award Letter</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>County Grant Application</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>E-Verify Usage and Acknowledgement Form</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Reimbursement Form</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Intern Evaluation Form</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Intern Consent Form</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Intern Information Form</td>
</tr>
</tbody>
</table>
COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

_____________________________________

Printed Name

Title:

This ___ day of ______, 202_

Dave Wills

Title: Secretary-Treasurer

This ___ day of ______, 202_

COUNTY CLERK CERTIFICATION:
The undersigned Clerk of the governing authority of _____________ County, DOES
HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the
Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the
___________ County Governing Authority in a meeting that was properly advertised and open
to the public on _____________, 2021, and that the original of said agreement appears of
record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk
February 5, 2021

Ms. Sharon Simmons
601 North Laurel Street
Springfield, GA 31329

Dear Ms. Simmons:

I am pleased to inform you that Effingham County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2020 summer program in the amount of $2,607.60 for the County Budget Review Intern project to cover one internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@ac cg.org or at 404-992-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2021 grant program.

Sincerely,

[Signature]

Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Wesley Corbitt
Kristy Carpenter
Stephanie Johnson
Tim Callanan
Georgia County Internship Program Grant Application
Summer 2021

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2021 GCIP grant program is Thursday, December 31, 2020.

Applications should be sent to Michele NeSmith at the Foundation via email to mnesmith@accc.org or by mail to:

ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students, or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.
## Section I: Grant Category
Select (X) the grant category for this application.

<table>
<thead>
<tr>
<th>General GCIP Grant</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kundell Environmental Grant</td>
<td></td>
</tr>
<tr>
<td>Garner Health and Human Services Grant</td>
<td></td>
</tr>
</tbody>
</table>

## Section II: General Grant Information

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Effingham</th>
</tr>
</thead>
<tbody>
<tr>
<td>County E-Verify Number:</td>
<td>185295</td>
</tr>
<tr>
<td>Number of Interns Requested:</td>
<td>1</td>
</tr>
</tbody>
</table>

Are you submitting an application that includes a partner?  
☐ Yes  ☑ No

List partners:  
Is your partner a nonprofit, college or university?  
☐ Yes  ☐ No

List contribution level  
☐ $500 (25%)  ☐ Other

(Parnters can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from the other entity.)

Name of Grant Coordinator or other Primary Contact: Sharon Simmons

<table>
<thead>
<tr>
<th>County:</th>
<th>Effingham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Finance</td>
</tr>
<tr>
<td>Position:</td>
<td>Grants Coordinator</td>
</tr>
<tr>
<td>Address:</td>
<td>601 North Laurel Street, Springfield, Georgia 31329</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ssimmons@effinghamcounty.org">ssimmons@effinghamcounty.org</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>912-754-8033</td>
</tr>
</tbody>
</table>

Is the county providing partial funding of the amount needed to fund the internship?  (Total cost of the internship is $2400 plus FICA and WC supplement)  
☐ Yes  ☑ No

What amount?  
$:

OR

Is the county providing additional funding? (on top of the grant amount)  
☐ Yes  ☑ No
<table>
<thead>
<tr>
<th>What amount?</th>
</tr>
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<tr>
<td>$:</td>
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<table>
<thead>
<tr>
<th>Who will be the supervisor for the intern?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Same as grant coordinator or other primary county contact</td>
</tr>
<tr>
<td>✓ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Christy Carpenter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Finance</td>
</tr>
<tr>
<td>Position:</td>
<td>Finance Director</td>
</tr>
<tr>
<td>Address:</td>
<td>601 North Laurel Street, Springfield, Georgia 31329</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ccarpenter@effinghamcounty.org">ccarpenter@effinghamcounty.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has this individual previously supervised interns?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is adequate space available to support an intern?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Will outside technical assistance be required for the intern to complete the project?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Yes, who will provide it:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has your county previously had an intern?</td>
</tr>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has your county ever had an intern in this field?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is there a college or university located in your county?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is there a technical college located in your county?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General knowledge of Microsoft Office Suite.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Will any special training be provided to the intern?</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Yes, please describe:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Carpenter will provide any additional software training that may be applicable.</td>
</tr>
</tbody>
</table>
Section III: Project Description and Intern Position Title

Project Information

| Internship position title: | County Budget Review Project Intern |

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document.

Effingham County is a rural geographical area, situated between the Ogeechee and Savannah Rivers, just north of Georgia’s first City, Savannah. Our area consists of 483 square miles of which 478 square miles is land and 5.2 square miles is water. Our 2010 Census population was noted at 52,250 and the Census QuickFacts put us at a population estimate of 64,296, July 1, 2019. The county boasts one of the fastest growth rates in the State of Georgia. With widespread economic growth and tax revenue gains, we had experienced budget surpluses, which had been rare in recent years. COVID-19 shocked that spurt of healthy tax collections for the world and here in Effingham County. We are in need of an intern to conduct a budget review of the past 10 years to find ways to help better manage county spending and to improve future financial decisions.

Description of Proposed Internship Position

An intern with Effingham County Finance, will have the opportunity to apply their knowledge of finance by taking on a real-world county government project. This individual will analyze and report with our experienced finance team and gain experience and mentorship that will help prepare for future career aspirations.

Our main goal for this project is to have the intern come in and review our departmental budgets from the past 10 years and explore ways for the County to operate more efficiently while preserving effectiveness. That person will research; propose ideas and solutions, and present a final project during the internship.

The intern will accomplish this by working with spreadsheets, databases and other computer applications. Using the current goal and objective of this project, the intern will plan and evaluate
project activities, research and propose ideas and solutions for improving the internal budget with a presentation during the internship.

The Need the Internship Addresses
The County is growing; however, the economic outlook is facing some challenges in comparison to previous years. The flat economic outlook and the COVID-19 pandemic have created an air of uncertainty in many areas. Because the budget is the foundation from which all other things related to County finances are built, Effingham County is in need of someone to analyze the past spending trends per department, so that we can progress towards our long-term financial goals and to help identify potential dangers beforehand.

The Benefits To The County
The benefits to the county will be someone with a financial background to see where shortfalls may be that we have missed. For the intern there will be as much shadowing and mentoring that they would like. An abundance of training opportunities with our experienced team of finance professionals will be available for any help that is needed.

Since some areas of our budgets are more than likely to see changes than others, we want someone to verify revenue streams because this is one area which may see fluctuating numbers. The successful candidate will look at day-to-day expenses and make sure county dollars are being utilized in the best possible manner. It is imperative that each departmental budget is a true reflection and meet all financial obligations. Without this internship, this project will be delayed due to staff commitments in other areas.

The Necessary Intern Qualifications
The successful intern must have the following skills:
- Expertise in numbers and good math skills
- Knowledge of the basic principles and practices of accounting and financial analysis
- Must be able to collect, evaluate and interpret data in both statistical and narrative form
- Should be capable of preparing files and maintaining records and documentation
- Should have good written and oral communication skills
- Skills related to problem solving, entering and verifying data, knowledge of computers, various software applications and standard office equipment.

We are looking for a talented and innovative person to help spearhead this project with our Finance Department Team. Effingham County is dedicated in providing an intern with valuable learning opportunities as they share their ideas and creativity with the team.
For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.
Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver’s license, passport, or social security card to satisfy this requirement.

I, __________________________, acknowledge that __________________________ County used the E-Verify program to verify the employment eligibility of __________________________, GCIP summer intern, on the _____ day of ____________ 2021.

________________________________________
County Position

________________________________________
Signature

________________________________________
Date

________________________________________
E-Verify Number

________________________________________
Date of E-Verify Authorization
Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement:

Requested By:

Intern Information

Name:

Department Hired:

Number of Hours Worked:

Cost of Wages:

Cost of FICA:

Cost of Worker’s Compensation:

Total Amount of Reimbursement Requested:

For illustrative purposes, the County may request up to the maximum reimbursement amount of $2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of $12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker’s Compensation may be requested at a rate of $1 per $100 salary for a maximum reimbursement of $24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of $183.60.

All interns are required to be covered under the County’s Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than $12 per hour shall be paid by the county as well as the cost of FICA and Worker’s Compensation associated with wages above that rate.
I, __________________________, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 18, 2021**.

_________________________  
Signature

_________________________  
Date
Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@acg.org.

Name: ________________________
County: ________________________

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?
Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, __________________________, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and __________________ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

________________________________________
Signature of Intern

________________________________________
Date
# GEORGIA COUNTY INTERNSHIP PROGRAM
## INTERN INFORMATION FORM

### COUNTY INFORMATION
<table>
<thead>
<tr>
<th>Name of Supervisor:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County:</td>
<td>Department:</td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>Email Address:</td>
</tr>
</tbody>
</table>

### INTERNSHIP POSITION INFORMATION
<table>
<thead>
<tr>
<th>Full Name of Intern (Hired):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>College/University Student Attends:</td>
</tr>
<tr>
<td>Post Graduation Plans:</td>
</tr>
<tr>
<td>Intern Position Title:</td>
</tr>
<tr>
<td>Start Date:</td>
</tr>
</tbody>
</table>

### SIGNATURES
<table>
<thead>
<tr>
<th>Signature of County Supervisor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Hired Intern:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Staff Report

Subject: Consideration to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.

Author: Alison Bruton, Purchasing Agent, Lorna Shelton, Shelter Director

Department: Purchasing and Animal Shelter

Meeting Date: 03-02-2021

Item Description: Mutual Aid Agreement Renewal with ASPCA

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County has an agreement in place with the ASPCA to facilitate the identification and coordination of assistance and animal rescue efforts. The parties’ objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. The agreement runs from 4 April 2017 until 4 April 2022, after which there is an automatic renewal for a period of 5 years.

- In the event of an emergency this agreement will allow the county to request assistance from the American Society for the Prevention of Cruelty to Animals (ASPCA).

- The ASPCA will provide assistance with temporary animal sheltering if an evacuation of our facility becomes necessary.

- Each party shall be responsible for all of its own costs associated with providing assistance unless previously agreed upon arrangements have been made.

- ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by disasters or emergencies, including animal cruelty events.

- Each party will be responsible for providing its own insurance coverage.

- The agreement runs from 04-04-17 until 04-04-22, with an automatic renewal for a period of 5 years unless terminated with 15 days written notice by either party at any time.

- The agreement has previously been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.

2. Cancel the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals by giving 15 days written notice.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Animal Shelter

Funding Source: As needed in emergency situations only

Attachments:

1. Mutual Aid Agreement.
Mutual Aid Agreement Between
The American Society for the
Prevention of Cruelty to Animals
and
Effingham County, Georgia
“Cooperating Party”
I. PURPOSE

The purpose of this Mutual Aid Agreement (this "Agreement") is to create a working relationship between the American Society for the Prevention of Cruelty to Animals ("ASPCA") and Effingham County ("Cooperating Party"). The parties to this Agreement are the ASPCA and the Cooperating Party (each a "Party" and, collectively, the "Parties").

The further purpose of this Agreement is to facilitate the identification and coordination of assistance and animal rescue efforts. The Parties' objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This Agreement shall be effective as of the date of the last signature below (the "Effective Date").

The Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist, including but not limited to Effingham County to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals.

This Agreement provides the broad framework for cooperation and communication between ASPCA and the Cooperating Party in providing assistance and service to animals as well as for other services for which cooperation may be mutually beneficial.

II. CONCEPT OF OPERATIONS: Both ASPCA and the Cooperating Party are separate and independent entities. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

III. DEFINITIONS

A. Disaster: A disaster shall be defined as any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community, including, but not limited to, the Cooperating Party, without outside assistance.

B. Animal Cruelty: Animal Cruelty shall be defined as any incident involving or related to abuse or neglect of animals.

C. Authorized Representative: The list of names and titles of authorized representatives for each Party shall be attached hereto as "Exhibit A" and shall be updated as needed by each Party by means of a written notification.
IV. MUTUAL UNDERSTANDING

A. The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission");

B. The Cooperating Party is an authority that has emergency management and animal control responsibilities for Effingham County, and its mission is to provide, through the highest integrity, a county government which will assure our citizens a safe and healthy environment to encourage and promote a high quality of life.;

C. The ASPCA’s Field Investigations and Response Department (the "ASPCA Field Team"), working in conjunction with local authorities, leads large scale Disaster response operations and assists in large-scale Animal Cruelty case operations (each an “Operation”) across the country;

D. In the event of an Operation, an agency with appropriate authority over affected animals may give temporary custody and/or ownership rights (as applicable) of, or delegate authority over, such animals to the ASPCA;

E. The ASPCA Field Investigations and Response Team often retains custody of a large number of animals during any particular Operation;

F. The ASPCA Field Investigations and Response Team may require the services of volunteers and/or other resources from the Cooperating Party in the event of an Operation;

G. The ASPCA and the Cooperating Party wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and

H. The ASPCA and the Cooperating Party wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

V. METHODS OF COOPERATION

In order that the resources of ASPCA and the Cooperating Party may be coordinated and best utilized when providing assistance under this Agreement, both Parties agree to the following principles:

A. Close communication shall be maintained between ASPCA and the Cooperating Party through the use of meetings, telephone conferences, email, and other means in the event of a potential or actual response. This communication will include requests for assistance, situation reports, and other response-related communications. Each Party will
share current data regarding the incident/event, declarations and changes in personnel, policies, and legislation. Interaction and liaison shall be encouraged at all levels of both Parties’ organizations.

B. ASPCA and the Cooperating Party will distribute this Agreement internally and shall urge full cooperation. Without limiting the generality of the foregoing, Cooperating Party shall notify potentially responsible agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement and/or the fire department, of the arrangement between the Parties under this Agreement.

C. ASPCA and the Cooperating Party will keep each other updated as to the Authorized Representatives to contact for emergency assistance or response.

D. In no event shall the Cooperating Party use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

VI. RESPONSE COORDINATION

A. Requests for Assistance

1. Cooperating Party may directly contact the Authorized Representative of the ASPCA, and shall provide him/her with the following information when requesting assistance pursuant to this Agreement:

   a) A general description of the situation.

   b) Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering, assistance with investigations of alleged animal cruelty, and other services, etc.).

   c) The amount and type of personnel, equipment, materials, temporary housing, and/or supplies needed, and a reasonable estimate of the length of time that each will be needed.

   d) The need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and/or services.

   e) Contact name and number of a person for the responding team to meet.

   f) The means for the responding team to enter the affected area.
g) The names of any other entities which have also been asked to assist.

2. The required information may be provided on the form attached to this Agreement as Exhibit “B,” or by any other available means. Said request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an event will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. It is further understood between the Parties that any response to a large-scale animal seizure or other similar type of manmade emergency may be under the jurisdiction of federal, state or local law enforcement authorities that are not party to this Agreement.

3. A request for assistance must be in writing by fax, email, or other agreed-upon method. If applicable, the Co operating Party shall only request the assistance of the ASPCA if the Co operating Party has approval of the proper authorities that are necessary for the ASPCA to provide the assistance requested. All requests for assistance will be handled on a priority basis, and assistance may be refused if resources are limited, at the sole discretion of the ASPCA.

B. Requests for Volunteers. In some instances, the ASPCA may request employees and/or volunteers of the Co operating Party to assist in the on-scene and/or sheltering portion of an Operation. This request will be made by means of an email or phone call from the ASPCA to the Co operating Party. The provision of volunteers by the Co operating Party shall be subject to the following:

1. Team Leader. If a Co operating Party provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the “Co operating Party Volunteers”), the Co operating Party must designate one individual as a Co operating Party Volunteers’ “Team Leader.” The Team Leader will act as the primary contact for the Co operating Party Volunteers on any given deployment and shall work with the ASPCA to ensure that the Co operating Party Volunteers are performing the functions for which they are volunteering and that any of the Co operating Party Volunteers’ concerns are addressed to the best of the ASPCA’s ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall manage any Co operating Party Volunteers. A Team Leader must be either:

   a) A Co operating Party employee; or

   b) A Co operating Party volunteer who has significant experience successfully managing volunteers on behalf of the Co operating Party.

2. Responder Responsibilities. The ASPCA shall use its best efforts to provide an advance description of the responsibilities that will be performed by
volunteers with respect to any given Operation; however, the Cooperating Party understands and agrees that volunteers will generally perform activities in a high risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. Cooperating Party shall use its best efforts to provide the ASPCA only with suitable Cooperating Party Volunteers who will be able to endure such strenuous conditions, and Cooperating Party agrees that it shall be responsible for vetting any potential Cooperating Party Volunteers prior to deploying them on any Operation. Cooperating Party shall convey any special requests of potential volunteers to the extent that such information is available to the Cooperating Party.

3. Dismissal of Cooperating Party Volunteers. The ASPCA reserves the right to require any Cooperating Party Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.

4. ASPCA Release of Liability. The Cooperating Party will provide any potential Cooperating Party Volunteer with a copy of the Release of Liability provided by the ASPCA, the current version of which is attached hereto as Exhibit D, for such potential Cooperating Party Volunteer to sign prior to assisting with an Operation. The Cooperating Party shall provide the ASPCA with a signed Release of Liability prior to sending any Cooperating Party Volunteer to assist on any Operation. The Cooperating Party acknowledges and agrees that the ASPCA shall not allow any Cooperating Party Volunteer to assist with an Operation unless such Cooperating Party Volunteer has signed the Release of Liability provided by the ASPCA. In addition, the Cooperating Party shall ensure that, unless the Cooperating Party Volunteer is an employee of the Cooperating Party, the Cooperating Party Volunteer is approved as a volunteer of the Cooperating Party according to the Cooperating Party’s customary procedures for retaining volunteers, including but not limited to requiring the Cooperating Party Volunteer to sign the Cooperating Party’s volunteer agreement.

5. Insurance. Cooperating Party acknowledges and agrees that Cooperating Party Volunteers are not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that Cooperating Party Volunteers are required to carry their own medical insurance (including, if applicable, veterinary professional malpractice insurance).

6. Relationship of Parties. Cooperating Party acknowledges and agrees that while any employee who is sent to an Operation as a Cooperating Party Volunteer
shall be directed by the ASPCA with respect to his or her duties as a volunteer
during an Operation, such Cooperating Party Volunteer shall remain an employee
of the Cooperating Party and will in no way be considered an employee of the
ASPCA.

C. Receipt of Animals by Cooperating Party

1. In the event of a Disaster, Animal Cruelty event and/or large-scale seizure,
the ASPCA Field Investigations and Response Team may ask the Cooperating
Party to accept animals, using the protocol described herein, when such animals
are legally freed for adoption, available for temporary foster, and/or legally freed
for custody to be transferred to a third party, by the agency or government entity
which has legal ownership over such animal.

2. The Cooperating Party may assist and accept animals from the ASPCA
Field Investigations and Response Team (each, an “Animal”) ONLY if the
Cooperating Party has adequate space and resources to house the Animals
humanely and will not euthanize any Animal brought to Cooperating Party by the
ASPCA due to lack of space for additional incoming animals.

3. In the event that Animals are transferred by the ASPCA to the
Cooperating Party, unless otherwise agreed to by the Parties, the ASPCA will
have provided appropriate veterinary medical services and/or behavior
evaluations where possible prior to the Animals’ transfer. The ASPCA shall
provide the Cooperating Party with documentation of such services, where
possible.

4. In cases in which the Cooperating Party receives, or is asked to receive,
Animal(s) from the ASPCA during an Operation, the Cooperating Party shall:

a) Accept Animals only when the Cooperating Party has the
resources and capacity to ensure their humane treatment (including proper
food, water, shelter, medical care and exercise and a reasonable
expectation of adoption);

b) Assume financial responsibility for the care of the Animal(s),
subject to Section VII below;
c) Not permit any Animal(s) to be used for any experimental purpose whatsoever;

d) In cases in which the ASPCA has legal ownership of Animal(s), accept the transfer of ownership of such Animal(s) from the ASPCA to the Cooperating Party in accordance with a separate transfer agreement; and

e) Provide follow-up reporting on final disposition and location of all Animals that were transferred to the Cooperating Party (numbers adopted, transferred, and euthanized).

D. **Written Acknowledgment:** The ASPCA shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time the requests are received. Upon receiving such a request, ASPCA will determine whether, and the extent to which, to deploy available resources to the Cooperating Party in accordance with such requests. If additional resources are needed beyond what ASPCA can provide, ASPCA, in conjunction with the Cooperating Party, may coordinate the contact, activation, and deployment of its National Response Partner Network to secure additional resources, subject to the terms of this Agreement. The form attached as Exhibit “C” is provided as an example of the format to be used to insure the transmission of the necessary information.

VII. **COSTS OF ASSISTANCE:** Each Party shall be responsible for all of its own costs associated with providing assistance unless previous agreed upon arrangements have been made. ASPCA and the Cooperating Party shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VIII. **PERIOD OF ASSISTANCE:** The period of assistance shall be the time (A) beginning with (1) the departure of any personnel and/or equipment of the ASPCA from any point for the purpose of traveling to Cooperating Party in order to provide assistance, or (2) the admission of the first animal into temporary housing facilities provided pursuant to this Agreement; and (B) ending upon (1) the return of all personnel and equipment of the ASPCA, after providing the assistance requested, to their residence or regular place of work, whichever occurs first, or (2) the departure of the last animal that was admitted into temporary housing facilities pursuant to this Agreement.

IX. **RELATIONSHIP; SUPERVISION AND CONTROL:** Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between ASPCA and the Cooperating Party. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the
other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Cooperating Party shall be separately responsible for the operation and maintenance of its own personnel, equipment, and resources, and each Party’s personnel, equipment, and resources shall generally remain under the operational control of such Party. ASPCA shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided upon request. The ASPCA reserves the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to the other Party. Cooperating Party shall provide the ASPCA with at least seventy-two hour advance notification of Cooperating Party’s intent to disallow animals to have continued access to temporary housing and at least twenty-four hour advance notification of Cooperating Party’s intent to withdraw any other resources or personnel that has been provided to assist the ASPCA unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a Disaster or Animal Cruelty event pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

X. **FOOD; HOUSING; SELF-SUFFICIENCY:** ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by Disasters or emergencies, including Animal Cruelty events.

XI. **PUBLICITY:** During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. ASPCA and the Cooperating Party shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Cooperating Party. When possible, advance notice and review of releases/reports shall be given by each Party to the other. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, Cooperating Party must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the ASPCA. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Cooperating Party shall be jointly owned and both Parties shall retain ownership and access without inhibition.
XII. **FUNDRAISING:** Cooperating Party recognizes the ASPCA’s dependence on voluntary public financial support to carry out Disaster and Animal Cruelty relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.

XIII. **NON-EXCLUSIVE AGREEMENT:** This Agreement is non-exclusive; ASPCA and the Cooperating Party reserve the right to form similar agreements with other parties. If more than one party is assisting, it is strongly encouraged that Cooperating Party seek an agreement with both assisting parties that requires all parties share information in a way similar to what is outlined under the above “Methods of Cooperation,” section V.

XIV. **INSURANCE:** ASPCA shall carry its own insurance covering its individual organization and field operations. The Cooperating Party is a department of Effingham County whose employees and assets are covered under the Association County Commissioners of Georgia’s Group Self-Insurance Worker’s Compensation Fund and Interlocal Risk Management Agency insurance policies.

XV. **ASPCA MISSION:** In the course of responding to a Disaster or Animal Cruelty event, Cooperating Party shall strive to support the ASPCA’s mission of providing effective means for the prevention of cruelty to animals throughout the United States and conduct its operations accordingly.

XVI. **CONFIDENTIALITY:** To the extent permitted by freedom of information and other public records laws, including but not limited to Georgia Open Records Act (Ga. Code Ann. § 50.18.70 et seq.), ASPCA and Cooperating Party agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by ASPCA or the Cooperating Party (as the “Disclosing Party”) in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party’s or its affiliates’ operations, campaigns, and/or strategic or tactical plans (collectively the “Confidential Information”).

Neither ASPCA nor the Cooperating Party shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that ASPCA’s and the Cooperating Party’ employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.
XVII. LIABILITY, DEFENSE AND INDEMNITY

A. Claims Arising From Concurrent Acts or Omissions: Cooperating Party hereby agrees to defend itself, and ASPCA hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Cooperating Party and ASPCA. In such cases, Cooperating Party and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XVII(C) below.

B. Joint Defense: Notwithstanding paragraph XVII (A) above, in cases where Cooperating Party and ASPCA agree in writing to a joint defense, Cooperating Party and ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Cooperating Party. Joint defense counsel shall be selected by mutual agreement of Cooperating Party and ASPCA. Cooperating Party and ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XVII(C) below or as otherwise provided in such written joint defense agreement. Cooperating Party and ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Cooperating Party and ASPCA.

C. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Cooperating Party and ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D. Limitation of Liability. Neither Party shall be liable to the other party for any incidental, consequential, indirect, special or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

XVIII. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS: This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.
XIX. **PERIODIC REVIEW:** ASPCA and the Cooperating Party shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

XX. **TERM; TERMINATION:** The Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement shall automatically renew for a period of five years, but may be terminated by fifteen (15) days' written notification from either Party at any time.

[Signature page follows.]
Approved by:

ASPCA

Tim Ruckey
Vice President, Field Investigations and Response
American Society for the Prevention of Cruelty to Animals
424 East 92nd Street
New York, NY 10128

Cooperating Party

Agency Name: Effingham Co. Board of Commissioners

Wesley M. Corbitt

Print Name: Wesley M. Corbitt
Title: Chairman
County: Effingham
Address: 601 N. Laurel Street
Springfield, GA 31329

8-23-2017
Date

04/04/2017
Date
EXHIBIT A—AUTHORIZED REPRESENTATIVES

ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

424 East 92nd Street
New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance
Primary Representative

Name: __________ Dick Green ________________________________
Title: __________ Sr. Director, Disaster Response ____________________
Address: __________ 424 East 92nd Street, New York, NY 10128 ____________________
Day Phone: ______ 917-675-0653 ___ Night Phone: ___ Same ________________

First Alternate Representative

Name: __________ Tim Rickey ________________________________
Title: __________ Vice President, Field Investigations and Response ____________________
24-hour Telephone Number: ______ 646-599-2742 ____________________
Address: __________ PO Box 131 St. Clair Mo 63077 ____________________
Day Phone: ______ 646-599-2742 ____________________ Night Phone: ____________________

Second Alternate Representative

Name: __________ Lacie Davis ________________________________
Title: __________ Disaster Response Manager ____________________
Address: __________ 424 East 92nd Street, New York, NY 10128 ____________________
Day Phone: ______ (646) 942-8939 ____________________ Night Phone: ___ Same ________________
EXHIBIT A (cont.) – Effingham County:

Mailing Address: 601 N. Laurel Street
City, State, Zip Code: Springfield, GA 31329

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Lorna Shelton
Title: Director
24-hour Telephone Number: 912-674-6900
Address: 121 Windchime Lane Brooklet GA 30415
Day Phone: 912-754-2109 Night Phone: SAA
Pager: Fax: 912-754-2109

First Alternate Representative

Name: Jessica Kieklighter
Title: Kennel Tech
Address: 3994 Courthouse Rd Guyton GA 31312
Day Phone: 912-665-5636 Night Phone: 912-6567254 (Mom)
Pager: Fax:

Second Alternate Representative

Name: Tommy Williams
Title: Humane Services Corpah
Address: Sheriff Office Hwy 21 Springfield GA 31329
Day Phone: 912-650-3601 Night Phone: 912-690-0233
Pager: 912-754-4195 Dispatch Fax:

Angela Velazco 210-793-5334 Kennel Tech
EXHIBIT B

REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:

2. Identification of the emergency service function or functions for which assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:

3. Identification of the type of assistance needed:

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:
5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of Cooperating Party to meet the personnel and equipment of the ASPCA:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:
EXHIBIT C

ACKNOWLEDGMENT

To be completed by the ASPCA.

AUTHORIZED REPRESENTATIVE: ________________________________

CONTACT NUMBER/PROCEDURES: ________________________________

1. Assistance to be provided:

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Amount</th>
<th>Est. Arrival</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/Time</td>
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<td></td>
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</tbody>
</table>

2. Availability of Additional Resources:

3. Time Limitations on Resources Provided, if any:
EXHIBIT D

RELEASE OF LIABILITY

On this __ day of ____________, 20__, I hereby acknowledge that I am a volunteer/employee of ______________________________ (Organization Name) (the “Organization”), and while I am not a volunteer of the American Society for the Prevention of Cruelty to Animals (“ASPCA”), I have voluntarily applied to assist the ASPCA (without compensation) in a disaster and/or cruelty response situation to which the ASPCA is responding.

I AM AWARE THAT WORKING IN A DISASTER AND/OR CRUELTY RESPONSE SITUATION MAY BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE NATURE AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER ACKNOWLEDGE AND AGREE THAT I MAY NOT ASSIST WITH A DISASTER OR CRUELTY RESPONSE OPERATION UNLESS I HAVE MEDICAL INSURANCE.

I recognize that I am not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that I am required to carry my own medical insurance (and, if applicable, veterinary professional malpractice insurance). I acknowledge and agree that if I do not have medical insurance, I may not volunteer for any operation managed by the ASPCA. I understand that although I registered as a volunteer/employee for the Organization and am not an ASPCA volunteer, this operation is managed by the ASPCA and I may at any time with or without cause be removed from my volunteer position at the sole discretion of the ASPCA. In addition, I understand and agree that the ASPCA will not directly reimburse me for any expenses incurred in connection with my volunteer position.

As lawful consideration for assisting in a disaster and/or cruelty response situation, I hereby agree that I, my heirs, distributees, guardians, legal representatives, and assigns will: (a) keep confidential the location, and details of the disaster and/or cruelty response; (b) not make a claim against, sue, attach the property of, or prosecute the ASPCA for injury or damage resulting from the ASPCA or its affiliates, as a result of my voluntary assistance in a disaster and/or cruelty response situation; and (c) release, indemnify, defend, and hold harmless the ASPCA from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns may have for injury or damage resulting from my assistance in a disaster and/or cruelty response situation.

I agree that while I am voluntarily assisting at an ASPCA-managed operation, the ASPCA may take photographs or video in which I may appear, or permit others to take photographs or video in which I may appear, and that the ASPCA may use or authorize the use of the photographs or video in which I appear in any way it deems appropriate to support its mission, including fundraising purposes.

I HEREBY WARRANT THAT I (A) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, (B) AM OVER EIGHTEEN (18) YEARS OF AGE, (C) HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, (D) AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A
CONTRACT BETWEEN ME AND THE ASPCA, AND (E) SIGN THIS OF MY OWN FREE WILL.

THIRD-PARTY VOLUNTEER

PRINTED NAME

SIGNATURE

ASPCA

PRINTED NAME

SIGNATURE
Staff Report

Subject: SAFER Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 03-02-2021

Item Description: Consideration to submit an application for Staffing for Adequate Fire & Emergency Response (SAFER) Grant.

Summary Recommendation:
Staff is requesting approval to submit a grant application to Staffing for Adequate Fire & Emergency Response (SAFER) Grant.

Executive Summary:
The Department of Homeland Security (DHS), Federal Emergency Management Agency’s (FEMA) Grant Programs Directorate (GPD) is responsible for the implementation and administration of the SAFER Grants program. The objective of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards.

Background:
1. The grant process is competitive.
2. There is no cost share requirement.
3. Application deadline is March 12, 2021.
4. The grant will cover full-time firefighter salaries for 3 years.

Alternatives for Commission to Consider:
1. Approve SAFER grant application submittal.
2. Do not approve SAFER grant application submittal.
3. Provide Staff with Direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve SAFER grant application submittal.

Other Alternatives: N/A

Department Review: Effingham County Fire & Rescue

Funding Source: There is no cost share requirement.

Attachments:
1. FEMA SAFER Grant Guidance
The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response
(SAFER) Grant Program

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS and SAM is also provided in Section D – Application and Submission Information of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

1. Issued By
   Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)
   97.083

3. Assistance Listings Title (formerly CFDA Title)
   Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title
   FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number
   DHS-20-GPD-083-00-99

6. Authorizing Authority for Program

7. Appropriation Authority for Program
8. Announcement Type
   Initial

9. Program Overview, Objectives, and Priorities

   Overview
   The Fiscal Year (FY) 2020 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency’s (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program accomplishes this by providing funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program represents one part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan, the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

   • The findings and recommendations of the Technical Evaluation Panel;
   • The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
   • The extent of an applicant’s need for a SAFER Program grant and the need to protect the United States as a whole; and,
   • The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

   The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

   Objectives
   The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.
**Priorities**
Information on program priorities and objectives for the FY 2020 SAFER Program can be found in Appendix B – Programmatic Information and Priorities.

10. **Performance Metrics**
The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient’s performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percent of “majority career” SAFER Program recipients structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards.
- Percent of “majority volunteer” SAFER Program recipients structural fire responses that complied with NFPA 1720 structural response standards.
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

**B. Federal Award Information**

1. **Available Funding for the NOFO:** $355 million
2. **Projected number of Awards:** 300

3. **Period of Performance:** 12 to 48 months from the date of award. Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to Section H – Additional Information - Extensions to the Grant Period of Performance.

FEMA awards under this program only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

- **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.

- **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity is 12, 24, 36, or 48 months.
4. **Projected Period of Performance Start Date(s):**
   August 24, 2021 (will vary based on award date and activity type)

5. **Projected Period of Performance End Date(s):**
   August 24, 2022 - 2025 (will vary based on award date and activity type)

6. **Funding Instrument Type:**
   Grant

C. **Eligibility Information**

1. **Eligible Applicants**
   a. **Hiring Activity**
      Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,\(^1\) or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

   b. **R&R Activity**
      Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,\(^1\) or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity. Career fire departments are not eligible to apply for funding under the R&R Activity.

Information on ineligible applications and/or organizations is in Appendix B – Programmatic Information and Priorities.

2. **Eligible Activities**

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\(^1\) The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. §2203(10).
• **Hiring Activity:** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff.

• **R&R Activity:** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities.

3. **Other Eligibility Criteria**
   a. **National Incident Management System (NIMS) Implementation**
      SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2020 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant’s emergency service operations (e.g., a local government), prior to the end of the grant’s period of performance.

4. **Maintenance of Effort (MOE)**
   There is no MOE or minimum budget requirement for the FY 2020 SAFER Program.

5. **Cost Share or Match**
   There is no cost share or match or position cost limit for the FY 2020 SAFER Program.

6. **Economic Hardship Waivers**
   Because there is no minimum budget requirement, no cost share requirement, and no position cost limit, an economic hardship waiver process is not necessary. Therefore, no economic hardship waiver process applies to the FY 2020 SAFER Program.

D. **Application and Submission Information**

1. **Key Dates and Times – all times listed are Eastern Time (ET):**

   Date Posted to Grants.gov: February 1, 2021  
   Application Start Date: February 8, 2021 at 8 a.m.  
   Application Submission Deadline: March 12, 2021 at 5 p.m.

   All applications must be received by the established deadline.

   FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO
successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

If applicants experience technical issues, they must notify the FEMA GO Helpdesk as soon as possible. The FEMA GO Helpdesk can be reached at (877) 585-3242 or by e-mail at femago@fema.dhs.gov. The FEMA GO Helpdesk is open Monday through Friday, 8 a.m. – 6 p.m. ET.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Help Desk at (866) 274-0960 or by e-mail at firegrants@fema.dhs.gov. The SAFER Help Desk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

**Anticipated Funding Selection Date:** May 24, 2021

**Anticipated Award Date:** Beginning on approximately May 24, 2021 and continuing thereafter until all FY 2020 SAFER Program grant awards are issued (but no later than September 30, 2021).

**Other Key Dates:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Suggested Deadline for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obtaining DUNS Number</td>
<td>Four weeks before actual submission deadline</td>
</tr>
<tr>
<td>Obtaining a valid Employer Identification Number (EIN)</td>
<td>Eight weeks before actual submission deadline</td>
</tr>
<tr>
<td>Registration in or Updating SAM registration</td>
<td>Four weeks before actual submission deadline</td>
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<tr>
<td>---------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Registering Organization in FEMA Grants Outcomes (FEMA GO) System</td>
<td>Prior to beginning application</td>
</tr>
<tr>
<td>Submitting complete application in FEMA GO</td>
<td>One week before actual submission deadline</td>
</tr>
</tbody>
</table>

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an award.

3. **Address to Request Application Package**
   The online FY 2020 SAFER Program application is only available via the SAFER Program's FEMA GO application portal at https://go.fema.gov.

   **Note:** Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

   **Content and Form of Application Submission**
   FEMA will process applications through FEMA GO. Application tutorials and Frequently Asked Questions (FAQs) explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the SAFER Program website at https://www.fema.gov/grants/preparedness/firefighters/safer.

   DHS makes all funding opportunities available on the internet, accessible at http://www.grants.gov. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

   The Grants.gov website will direct applicants to FEMA GO, at https://go.fema.gov, which contains the online SAFER Program application. The online SAFER Program application incorporates all required forms.

   FEMA GO will allow the applicant’s authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

   **Note:** FEMA GO will support only the most recent major release of the following browsers:
• Google Chrome
• Internet Explorer
• Mozilla Firefox
• Apple Safari
• Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

**NO APPLICATIONS WILL BE RELEASED BACK TO THE APPLICANT AFTER FINAL SUBMISSION**

After the application period has ended, no changes can be made. There is no appeal process for inaccurate or incomplete information.

a. **Standard Required Application Forms and Information**

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities
- Indirect Cost Agreement or Proposal If the budget includes indirect costs, the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the “Funding Restrictions and Allowable Costs” section of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions. However, indirect costs are not allowable under the Hiring Activity, so this only applies to the R&R Activity.

b. **Program-Specific Required Forms and Information**

For program-specific required and optional forms and information, please see the appendices to this NOFO.

4. **Steps Required to Obtain a Unique Identifier, Register in the System for Award Management (SAM), and Submit an Application**

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.
Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;

b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;

c. Have an account with login.gov;

d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;

e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization’s electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;

f. Submit the complete application in FEMA GO; and

g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant’s immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant’s SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant’s SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcso@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.
Electronic Delivery
DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

5. How to Register to Apply
   a. General Instructions
      Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

      The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

      Organizations must have a DUNS Number, EIN, and an active SAM registration.

   b. Obtain a DUNS Number
      All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

      For more detailed instructions for obtaining a DUNS number, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

      Note: At some point, the DUNS Number will be replaced by a “new, non-proprietary identifier” requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM’s rollout of the UEI, please visit https://gsa.gov/entityid.

   c. Obtain Employer Identification Number
      In addition to having a DUNS number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS at https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.
d. Create a login.gov account
Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM
In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.


Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant’s immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

f. Additional SAM Reminders
Existing SAM.gov account holders should check their account to make sure it is “ACTIVE.” SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being “INACTIVE.” Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, DUNS number, and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

Help with SAM
The SAM quick start guide for new recipient registration and SAM video tutorial for
new applicants are tools created by the General Services Administration (GSA) to 
assist those registering with SAM. If applicants have questions or concerns about a 
SAM registration, please contact the Federal Support Desk at 
https://www.fsd.gov/fsd-gov/home.do, or call toll free at (866) 606-8220, Monday 
through Friday, 8 a.m. – 8 p.m. ET.

**g. Register in FEMA GO, Add the Organization to the System, and Establish the AOR**

Applicants must register in FEMA GO and add their organization to the system. The organization’s electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see 

Note: FEMA GO will support only the most recent major release of the following 
browsers:
- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues 
with using FEMA GO.

**6. Timely Receipt Requirements and Proof of Timely Submission**

All applications must be completed in FEMA GO and received by March 12, 2021 at 5 
p.m. ET. FEMA GO automatically records proof of timely submission and the system 
generates an electronic date/time stamp when FEMA GO successfully receives the 
application. The individual with the Authorized Organization Representative role that 
submitted the application will also receive the official date/time stamp and a FEMA GO 
tracking number in an email serving as proof of their timely submission on the date and 
time that FEMA GO received the application. Applications received by FEMA GO after 
the established due date for applications will be considered late and will not be 
considered for funding.

**Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due.** No new system-related issues will be addressed after 
this deadline.

Applicants using slow internet connections, such as dial-up connections, should be aware 
that transmission can take some time before FEMA GO receives your application. FEMA 
GO will provide either an error message or a successfully received transmission in the 
form of an email sent to the AOR that submitted the application. The FEMA GO Support 
Center reports that some applicants end the transmission because they think that nothing 
is occurring during the transmission process. Do not do this. It may cause your 
application to fail to be submitted and consequently not be considered for funding. Please
be patient and give the system time to process the application.

7. **Intergovernmental Review**

8. **Funding Restrictions and Allowable Costs**
All costs charged to awards covered by this 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 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 FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program’s applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

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.

*Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.*
In addition to the subsections below, please see Appendix B – Programmatic Information and Priorities, section E. Restrictions on Use of Award Funds for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services


Please refer to the Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) for additional guidance.

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or,

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

ii. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical
security surveillance of critical infrastructure, and other national security
purposes, video surveillance and telecommunications equipment produced by
Hytera Communications Corporation, Hangzhou Hikvision Digital
Technology Company, or Dahua Technology Company (or any subsidiary or
affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities
or using such equipment; or,

iv. Telecommunications or video surveillance equipment or services produced or
provided by an entity that the Secretary of Defense, in consultation with the
Director of National Intelligence or the Director of the Federal Bureau of
Investigation, reasonably believes to be an entity owned or controlled by, or
otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones,
internet, video surveillance, and cloud servers when produced, provided, or used by
the entities listed in the definition of “covered telecommunications equipment or

b. Construction
Construction costs are not eligible under the SAFER Program. Construction includes
major alterations to a building that changes the profile or footprint of the structure.
Modifications to facilities activities described in Appendix B – Programmatic
Information and Priorities, section F, Funding Priorities are not considered
construction costs for purposes of general award cost categorization and may be
eligible. However, modifications to facilities activities might be considered
“construction” for purposes of applicable procurement under grants requirements or
environmental protection and historic preservation purposes.

c. Pre-award Costs
Only costs incurred during the period of performance are allowable. However,
recipients of an R&R Activity award may be reimbursed for grant writer fees. See
also Appendix C – Award Administration Information for further information
regarding grant writer fees and the "Additional Information" section of this NOFO for
general procurement under grants requirements.

d. Award Limits
There is no maximum award amount for awards made under the FY 2020 SAFER
Program.

e. Management and Administration (M&A) Costs
M&A expenses should be based only on actual expenses or known contractual costs;
requests that are simple percentages of the award, without supporting justification,
will not be allowed or considered for reimbursement. Salaries and fringe benefits for
personnel directly supporting the grant are not required to be included in the M&A
budget line item. No more than 3 percent of the federal share of SAFER Program

f. Indirect Facilities & Administrative (F&A) Costs
Indirect costs are allowable only under the R&R Activity under this program and as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

9. Environmental and Historical Preservation (EHP)
As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, Executive Orders, regulations, and policies, as applicable.

Recipients proposing projects that have the potential to impact the environment, including but not limited to modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation, so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. Grant recipients must receive confirmation of a completed EHP review prior to beginning project activities. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

*Applicants may attach the optional EHP form during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required*
EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Additionally, all SAFER Program recipients are required to comply with FEMA GPD EHP Policy Guidance. FEMA Policy # 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Building renovations such as removal of wall or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED Signs; and
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE) and/or SCBA.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire
service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors; and
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP’s recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of activity. Answers to the application’s activity specific questions provide information used to determine each application’s ranking.

**b. Financial Integrity Criteria**

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability;

ii. Quality of management systems and ability to meet management standards;

iii. History of performance in managing federal award;

iv. Reports and findings from audits; and

v. Ability to effectively implement statutory, regulatory or other requirements.

**c. Supplemental Financial Integrity Review**
Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold (currently $250,000):

i. FEMA is required to review and consider any information about the applicant, including information on the applicant’s immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is the designated integrity and performance system accessible through SAM, which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO. Applications are then scored competitively by no less than three members of a Peer Review Panel.

Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities and answers to activity-specific questions within the online application. Application Narratives are not reviewed during pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score under the Hiring Activity and 30 percent of the total application score under the R&R Activity.

ii. Peer Review Panel Process

All applications will be evaluated by the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each
requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score under the Hiring Activity and 70 percent of the total application score under the R&R Activity.

iii. Technical Evaluation Process (TEP)

The highest ranked projects from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities, section E. Restrictions on Use of Award Funds.

3. Narrative Evaluation Criteria

The Narrative Statement of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the Narrative Statement score. FEMA reviews and compares applications for duplication. Therefore, all elements of the Narrative Statements must be original.

The Narrative Statements blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum amount of characters varies based on the questions being asked. Once the Narrative Statement is saved to the online application, log-out and then log back into the application to verify that the information was successfully saved.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

I. Hiring Activity

The panel score is 50 percent of the total application score.

a. Project Description (30 percent):
   - Why does the department need the positions requested in this application?
• How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
• What specific services will the requested positions provide to the fire department and community?
• How will funds awarded through this grant enhance the department’s ability to protect critical infrastructure within the primary response area?

b. Impact on Daily Operations (30 percent):
• How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
• How will that risk be reduced if awarded?

c. Financial Need (30 percent):
• Provide an income versus expenses breakdown of the current annual budget.
• Describe the department’s budget shortfalls and inability to address financial needs without federal assistance.
• Describe what other actions the department has taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs).
• Discuss how the critical functions of the department are affected without this funding.

d. Cost Benefit (10 percent): Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

II. R&R Activity (Fire Departments)
The panel score is 70 percent of the total application score.

a. Project Description (30 percent):
• Describe the problems and issues the department is experiencing in recruiting new volunteer firefighters.
• Describe the problems and issues the department is experiencing in retaining current members.
• Describe the implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
• Describe the current marketing plan already in place or the marketing program to be put in place with grant funds.
• Describe how the program will be evaluated for its impact on identified recruitment and retention problems and issues. How will the overall effectiveness of the grant will be measured?
• Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
• If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.

b. Impact on Daily Operations (30 percent):
• Describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
• Describe how that risk will be reduced if awarded funding.
• Explain the impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department’s NFPA compliance.

c. Financial Need (30 percent):
• Provide an income versus expenses breakdown of the department’s current annual budget.
• Describe the department’s budget shortfalls and its inability to address financial needs without federal assistance.
• Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
• Discuss how the critical functions of the department are affected without this funding.

d. Cost Benefit (10 percent): Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

III. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)
The panel score is 70 percent of the total application score.

a. Project Description (30 percent):
• Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
• Describe the problems and issues the same departments are experiencing in retaining current members.
• Describe the organization’s implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
• Describe the current marketing plan already in place, or the marketing program to be put in place with grant funds.
• Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
• Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
• Describe the organization’s procurement practices and the timelines outlining the chronological steps to complete the activities requested in this application.

b. Impact on Daily Operations (30 percent):
• Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
• Explain how that risk will be reduced if awarded funding.
• Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

c. Financial Need (30 percent):
• Provide an income versus expenses breakdown of the current annual budget.
• Describe the organization’s budget shortfalls and the inability to address the financial needs without federal assistance.
• Describe the other actions the organization has taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs), and how similar projects have been funded in the past.
• Discuss how the critical functions of the organization are affected without this funding.

d. Cost Benefit (10 percent):
• Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C – Award Administration Information to this NOFO for additional award administration information.

1. Notice of Award
Before accepting the award, the recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement
Articles, and Obligating Document. An email notification of the award package will be sent through FEMA’s grant application system to the AOR that submitted the application. Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Period of Performance Guidance

a. Hiring Activity
   • The period of performance is 36 months for all grants awarded under this activity.
   • A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
   • The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.
   • If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. However, in these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

b. R&R Activity
   • The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
   • A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance in order to maximize the funding’s availability. However, the recipient can only expend funds within the period of performance.
   • If a recipient is able to begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. However, in these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.
   • The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
3. Differences Between Application Request and Award
During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

4. Turndown Notifications
FEMA GO will provide all applicants who do not receive an FY 2020 SAFER Program award with a turndown notification.

5. Administrative and National Policy Requirements
In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

DHS Standard Terms and Conditions
All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions. The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

6. Reporting
Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

7. Federal Financial Reporting Requirements
The Federal Financial Report Form (SF-425) and instructions are available at the following site: SF-425 OMB #4040-0014.

a. Federal Financial Reports (FFR)
Recipients of SAFER Program grants are required to submit an FFR (SF-425) on a semi-annual basis. The FFR is to be submitted using the online FEMA GO based on
the calendar year beginning with the period after the start of the period of performance. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant.

Reports are due:
1. No later than July 30 (for the period January 1 – June 30)
2. No later than January 30 (for the period July 1 – December 31)
3. Within 120 days after the end of the period of performance

b. Program Performance Reporting Requirements
The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every three months after the start of the grant’s period of performance, and thereafter until the period of performance ends.

The PPR should include the following:
1. A brief narrative of overall project(s) status;
2. A summary of project expenditures;
3. A description of any potential issues that may affect project completion; and
4. Other information specific to the Activities awarded.

c. Closeout Reporting Requirements
Within 120 days after the end of the period of performance, recipients must liquidate all financial obligations and submit a final FFR (SF-425) and a final PPR (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final FFR (SF- 425). The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for returning any federal funds that they have liquidated
but remain unobligated by the recipient. Information on how to return funds to FEMA is available at https://www.fema.gov/about/payment.

d. Administrative Closeout
Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient’s ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA’s reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient’s material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

e. Additional Reporting Requirements
i. Disclosing Information per 2 C.F.R. § 180.335
This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient’s principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or
any of the recipient’s principals for one of those offenses within that time period;

- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or,

- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, and Appendix B – Programmatic Information and Priorities, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

iii. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.


7. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients’ files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review
grant-related records and to interview the organization’s staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

The recipient is responsible for monitoring all subaward activities to ensure compliance with federal and state laws, regulations, and guidance. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring, or other assessments and reviews.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification.

G. DHS Awarding Agency Contact and Resource Information

1. SAFER Application Guidance Documents
   Guidance documents such as application tutorials, Self-Evaluation Guides, and FAQs are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the SAFER Program website at https://www.fema.gov/grants/preparedness/firefighters/safer.

2. SAFER Help Desk
   The SAFER Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GÖ, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

3. Environmental Planning and Historic Preservation
   GPD’s EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.
4. **FEMA GO System Information**

For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at (877) 585-3242, Monday through Friday, 8 a.m. to 6 p.m. ET.

**H. Additional Information**

1. **Termination Provisions**

   FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

   a. **Noncompliance**

      If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient’s material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

   b. **With the Consent of the Recipient**

      FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

   c. **Notification by the Recipient**

      The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. **Extensions to the Grant Period of Performance**

   Extensions to the period of performance under this grant program are allowed. An award’s period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. *Approval is not guaranteed.*
Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required. All extension requests must contain:

- Grant Program, fiscal year, and award number;
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
- Current status of the activity/activities;
- Approved period of performance termination date and new project completion date;
- Amount of funds drawn down to date;
- Remaining available funds, both federal and non-federal;
- Budget outlining how remaining federal and non-federal funds will be expended;
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

3. Requirements for Period of Performance Extension Consideration
To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests at least 60 days prior to the end of the award’s period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients’ control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance; where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other extenuating circumstances warrant a brief extension.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards
For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards.
Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity’s conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. **Procurement Integrity**

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients’ procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, § 200.322 regarding domestic preferences for procurements, § 200.323 regarding procurement of recovered materials, and § 200.327 regarding required contract provisions.

**All other non-federal entities, such as tribes (collectively, non-state entities),** must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not
limited to, providing for full and open competition consistent with the standards of 2

a. **Important Changes to Procurement Standards in 2 C.F.R. Part 200**

OMB recently updated various parts of Title 2 of the Code of Federal Regulations,
among them, the procurement standards. States are now required to follow the
socioeconomic steps in soliciting small and minority businesses, women’s business
enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal
entities should also, to the greatest extent practicable under a federal award, provide
a preference for the purchase, acquisition, or use of goods, products, or materials

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized
into informal procurement methods, which include micro-purchases and small
purchases; formal procurement methods, which include sealed bidding and
competitive proposals; and noncompetitive procurements. The federal micro-purchase
threshold is currently $10,000, and non-state entities may use a lower threshold when
using micro-purchase procedures under a FEMA award. If a non-state entity wants to
use a micro-purchase threshold higher than the federal threshold, it must follow the
requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition
threshold is currently $250,000, and a non-state entity may use a lower threshold but
may not exceed the federal threshold when using small purchase procedures under a
FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the
NOFO regarding prohibitions on covered telecommunications equipment or services.

b. **Competition and Conflicts of Interest**

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal
entities other than states, in order to ensure objective contractor performance and
eliminate unfair competitive advantage, contractors that develop or draft
specifications, requirements, statements of work, or invitations for bids or requests for
proposals must be excluded from competing for such procurements. FEMA considers
these actions to be an organizational conflict of interest and interprets this restriction
as applying to contractors that help a non-federal entity develop its grant application,
project plans, or project budget. This prohibition also applies to the use of former
employees to manage the grant or carry out a contract when those former employees
worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract
covering both development and execution of specifications (or similar elements as
described above), and this contract was procured in compliance with 2 C.F.R. §§
200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the
work if that contractor also worked on the development of those specifications. This
rule applies to all contracts funded with federal grant funds, including pre-award
costs, such as grant writer fees, as well as post-award costs, such as grant
management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and,
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary
organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs
Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

i. General Services Administration Schedules
States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalties thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.


For tribes, local governments, and their instrumentalties that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalties will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

ii. Other Supply Schedules and Programs
For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
• The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
• The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
• The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and,
• With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. **Procurement Documentation**
Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

• Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
• Responses to solicitations, such as quotes, bids, or proposals;
• Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
• Contract documents and amendments, including required contract provisions; and,
• Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. **Record Retention**

a. **Record Retention Period**
Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least
three years from the date the final FFR is submitted. See 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period may be longer than three years or have a different start date in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for three years after final disposition of the property. See 2 C.F.R. § 200.334(c);
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. See 2 C.F.R. § 200.334(a);
- The record retention period will be extended if the recipient is notified in writing of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. See 2 C.F.R. § 200.334(b);
- Where FEMA requires recipients to report program income after the period of performance ends, the program income record retention period begins at the end of the recipient’s fiscal year in which program income is earned. See 2 C.F.R. § 200.334(e); and
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted for negotiation. If indirect cost rate documents were not submitted for negotiation, the record retention period begins at the end of the recipient’s fiscal year or other accounting period covered by that indirect cost rate. See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain
FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the
grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA’s right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. See 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. See 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient’s appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by
the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA’s grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements;
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements.”

The objectives of single audits are to:
• Determine whether financial statements conform to generally accepted accounting principles (GAAP);
• Determine whether the schedule of expenditures of federal awards is presented fairly;
• Understand, assess, and test the adequacy of internal controls for compliance with major programs; and,
• Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. See 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. See 2 C.F.R. § 200.512; see also 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.
Appendix A – FY 2020 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2019 and FY 2020 to the SAFER Program

New for FY 2020
The FY 2020 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes to the FY 2020 SAFER Program NOFO include:

- Under authorities provided under Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93), the following requirements are being waived for the FY 2020 SAFER Program:
  - **Position Cost Limits:** There are no annual salary limits under the Hiring of Firefighters Activity.
  - **Cost-share:** There is no prescribed cost-share under the Hiring of Firefighters Activity.
  - **New Additional Firefighters Requirement:** Grant funds can be now be used to rehire laid off firefighters and retain firefighters facing layoff under the Hiring of Firefighters Activity.
  - **Period of Performance:** Extensions to the period of performance under the Hiring of Firefighters Activity are now allowable.
  - **Supplanting Requirement:** There is no supplanting requirement under the Hiring of Firefighters Activity.
  - **Minimum Budget Requirement:** There is no minimum budget requirement.

- Under sections D – Application and Submission Information, E – Application Review Information, F – Federal Award Administration Information, G – DHS Awarding Agency Contact and Resource Information, and H – Additional Information:
  - Various grants management changes due to recent OMB revisions to 2 C.F.R., particularly regarding SAM registration, performance measures, procurement, closeout, and termination

- Under Supporting Definitions:
  - Definition added for Primary First Due
Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive

A. Ineligible Applications and/or Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2020 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

If two or more organizations share facilities and each submits an application in the same activity (i.e., Hiring of Firefighters), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals are not eligible to receive a SAFER Program award
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2)
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams
• Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
• Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
• If an applicant submits two or more applications for the same activity, both applications may be disqualified.
  o This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

B. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen’s compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable. Please see Compensation—fringe benefits for more information.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.
Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district or state, engaged in the prevention, control and extinguishing of fires; and/or responding to emergency situations in which life, property or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50 percent of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50 percent of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs’ associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the United States Department of Labor’s Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50 percent of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer.
firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

**Part-Time Firefighter** is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

**Primary First Due** is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident (NFPA 1710; 3.3.28). Please visit [http://www.nfpa.org/freeaccess](http://www.nfpa.org/freeaccess).

**Salary** is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter’s regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

**State** is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands.

**Staffing and Deployment** is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

**Supplanting** is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

**Volunteer Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. **Application Tips**

Once the application has been submitted, it cannot be changed. There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by the applicant.

The AOR that submitted the application will receive an automatic FEMA GO notification email once the system receives the application.
Application Notes

- NFPA - "FREE ACCESS" - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitations
Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- Ten percent of the funding appropriated for FY 2020 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters. (15 U.S.C. § 2229a(a)(2))
  - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP)
- Ten percent of the funding appropriated for FY 2020 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters. (15 U.S.C. § 2229a(a)(1)(H))
  - A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this ten percent statutory set aside the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring
application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H))
  o If FEMA awards less than ten percent of the funds available for the hiring of 
    firefighters to volunteer and majority volunteer fire departments, it must transfer 
    the remaining funds to provide grants for the recruitment and retention of 

F. Restrictions on Use of Award Funds

  • Under the R&R Activity, applications that request a Staffing Needs Assessment and/or 
    Risk Assessment project are precluded from applying for additional R&R-related 
    activities.
  • Applicants may not use award funds for matching funds for any other federal 
    grants/cooperative agreements, lobbying, or intervention in federal regulatory or 
    adjudicatory proceedings.
  • Applicants may not use federal funds to sue the Federal Government or any other 
    government entity.

F. Funding Priorities

Meeting the National Standards
FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into 
compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to 
meet as well as their current ability to meet that standard (without the use of overtime). 
FEMA will also ask applicants to indicate what their ability will be to meet that same 
standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department’s ability to 
comply with the staffing, response, and operational standards that enhance community and 
firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant 
section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive 
higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment or Staffing and Deployment 
sections of these two standards, respectively.

  • NFPA 1710 Assembly Requirements – Standard for the Organization and 
    Deployment of Fire Suppression Operations, Emergency Medical Operations, and 
    Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-
    Family Dwelling Initial Full Alarm Assignment Capability): This standard applies 
    primarily to career fire departments and combination departments if the combination 
    department chooses it.

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• NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment): This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

• National Fire Protection Association (NFPA) – “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free at http://www.nfpa.org/freeaccess.

G. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

• Rehire: Rehiring firefighters who were laid-off within the two years prior to the start of the application period;
• Retention: Retaining firefighters facing imminent layoff – within 120 days of the close of the application period; or,
• New Hire: Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as High (H), Medium (M), or Low (L).

1. Compliance with NFPA Standards

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standard (for details, see Section F, Funding Priorities - Meeting the National Standards).

<table>
<thead>
<tr>
<th>Current (Pre-Award) 1710/1720 Compliance Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>H Never or 0 percent</td>
</tr>
<tr>
<td>H Rarely or 1-19 percent</td>
</tr>
<tr>
<td>M Sometimes or 20-39 percent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New (Post-Award) 1710/1720 Compliance Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>H Always or 100 percent</td>
</tr>
<tr>
<td>H Most of the time or 80-90 percent</td>
</tr>
<tr>
<td>M Very often or 60-79 percent</td>
</tr>
</tbody>
</table>

2. Call Volume and Population Served
Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. **Firefighter Health Measures**
   The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members.

   Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

4. **Training Requirements**
   Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

H. **R&R Activity – Fire Departments Overview**
   Grants awarded under the R&R Activity - Fire Departments assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient’s response area.

   All of the following are considerations in pre-scoring and peer review determinations.

   Program priorities are listed as High (H), Medium (M), or Low (L).

   1. **Compliance with NFPA Standards**
      The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see Section F, Funding Priorities - Meeting the National Standards).

   2. **Volunteer Membership**
      Departments or organizations with the highest percentage of volunteers should benefit
the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

<table>
<thead>
<tr>
<th>Percentage of Volunteer Firefighters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H</strong> 91-100 percent</td>
</tr>
<tr>
<td><strong>H</strong> 81-91 percent</td>
</tr>
<tr>
<td><strong>H</strong> 71-80 percent</td>
</tr>
<tr>
<td><strong>H</strong> 61-70 percent</td>
</tr>
<tr>
<td><strong>M</strong> 51-60 percent</td>
</tr>
</tbody>
</table>

3. **Call Volume**
Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

4. **Firefighter Health Measures**
Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members. Applicants who provide worker’s compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

<table>
<thead>
<tr>
<th>Entry-Level Medical Exams</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H</strong> NFPA 1582-compliant physicals</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Medical Exams</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H</strong> NFPA 1582-compliant physicals</td>
</tr>
</tbody>
</table>

5. **Firefighter Training and Certification Requirements**

<table>
<thead>
<tr>
<th>Firefighter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H</strong> Both FF II/EMT</td>
</tr>
</tbody>
</table>
6. R&R Coordinator/Program Manager

<table>
<thead>
<tr>
<th>R&amp;R Coordinator</th>
<th>Applicants who do not have, or are not requesting, a coordinator or program manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>H Applicants who currently have a coordinator or program manager in place</td>
<td></td>
</tr>
<tr>
<td>M Applicants who will request grant funding for a coordinator or program manager’s position</td>
<td></td>
</tr>
</tbody>
</table>

7. Regional Requests

Applications that will have a direct or local regional benefit beyond the immediate boundaries of the applicant’s first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct or local regional benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant’s project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.
In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a Regional applicant must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations participating in the award prior to submitting an application for a Regional Project. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host’s and participants’ level of involvement in the project(s), the participating partners’ EIN numbers, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document.

I. R&R Activity — National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview
Grants awarded under the R&R Activity — Interest Organizations allows applicants who identify as an Interest Organization to apply for R&R Activity funding. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department’s consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30 percent of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as High (H), Medium (M), or Low (L).
1. Compliance with NFPA Standards
The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see Section F. Funding Priorities - Meeting the National Standards). Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

2. Recruitment and Retention (R&R) Coordinator/Program Manager

<table>
<thead>
<tr>
<th>R&amp;R Coordinator</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H Applicants who currently have a coordinator or program manager in place</td>
<td>L Applicants who do not have, or are not requesting, a coordinator or program manager</td>
</tr>
</tbody>
</table>

| M Applicants who will request grant funding for a coordinator or program manager’s position |

3. Needs Assessment

<table>
<thead>
<tr>
<th>Needs Assessment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H Applicants with projects based on a needs assessment</td>
<td>L Applicants with projects that are not based on a needs assessment</td>
</tr>
</tbody>
</table>

4. Fire Service Partnerships

<table>
<thead>
<tr>
<th>Fire Service Partnerships</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H Applicants who have, or will establish, fire service partnerships as part of this project</td>
<td>L Applicants who will not have, nor establish, fire service partnerships as part of this project</td>
</tr>
</tbody>
</table>

J. Eligible and Ineligible Costs and Requirements
Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section E – Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

<table>
<thead>
<tr>
<th>Hiring Activity - Eligible Costs and Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Costs:</td>
</tr>
<tr>
<td>• Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, and contractually obligated. Refer also to the definitions in Appendix B – Programmatic Information and</td>
</tr>
</tbody>
</table>

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Priorities, section B. Supporting Definitions in this NOFO.

- Compensation for a firefighter’s normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter’s regularly scheduled and contracted shift hours, in order to comply with FLSA, are eligible.

- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (New Hire category) or rehired (Rehire category) after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.

- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.

- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than 50 percent of time) is on a fire suppression vehicle, regardless of collateral duties.

- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.

- Eligible positions for funding under the Rehire category must have been laid off in the two years prior to the start of the application period (February 8, 2021). Copies of the official, signed, and issued layoff notices will be required at the time of application.

- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the Retention category. As the application period closes on (March 12, 2021), the layoffs must become effective on or before (July 10, 2021). Copies of the official, signed, and issued layoff notices will be required at the time of application.

- Eligible positions under the Retention category must be employees of the department at the time the application is submitted. Note: if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.

- A layoff notice that is not executed within the specified terms will be considered void unless an additional notice is provided within 14 days of the original action date will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the New Hire category.

- Any layoff action not executed in accordance with the terms of the official layoff notice or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the New Hire category.
Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant.
- Job-sharing positions (i.e., utilizing more than one person to fill a full-time SAFER Program-funded position) is ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for uniform allowances that are not contractually obligated, included as part of the standard benefits package for all employees, or reimbursed via payroll are ineligible.
- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligible Costs and Requirements

Eligibility Requirements:

Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department. SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.

FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]).

All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit pro-rated costs to be charged to the grant for training courses that begin during the
period of performance but end after the period of performance ends.

All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

### R&R Activity – Eligible Costs and Requirements

**High Priority:**

- Costs to support a staffing needs assessment identifying the operational staff are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
  
  o **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.

- Costs to support a Recruitment and/or Retention Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note:** computers for these positions are low priority items.

- Marketing Program to recruit new volunteer firefighters, such as:
  
  o Media advertising (e.g., television, radio, social media);
  
  o Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers);
  
  and,

  o LED/electronic sign (**Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75 percent of usage must be dedicated to R&R activities – additional restrictions apply (for details see Section D: Application and Submission Information – Environmental Planning and Historic Preservation [EHP]).

  o **Note:** If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.

- New Member Costs - only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at [https://www.fstaresearch.org/roadmap](https://www.fstaresearch.org/roadmap).

  o **Note:** annual physicals are only eligible if the applicant is also requesting grant funds for NFPA 1582 entry-level physicals for new recruits. Annual Physicals are only eligible for the same new recruits; physicals or annual exams for any other member are not eligible.
• New recruit basic training that is not covered under a department’s normal operating budget and as required by the AHJ to meet minimum firefighter certification (e.g., CPR, First Responder, EMT, Firefighter 1, Firefighter 2).
  o Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
  o **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department’s written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.

• Leadership/career development training when used as a retention incentive that is not covered under a department’s normal operating budget.
  o Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
  o **Note:** costs for mileage/transportation, lodging and meals must comply with the department’s written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.
  o Courses must provide Continuing Education Units or certificates of completion to be eligible.

• Instructor/train-the-trainer training that is not covered under a department’s normal operating budget.
  o Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
  o **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department’s written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.

• Tuition assistance for higher education (including books, lab fees and student fees).
  o Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
  o Courses are not limited to firefighter training or education.
  o Computers for individual students are not eligible for funding.
  o Payments for student loans are not eligible for funding.
  o Only tuition payments for classes offered and taken during the period of performance are allowable.

• PPE/Turnout Gear.
  o PPE may only be funded for new firefighters that are recruited after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as “fit for duty.” PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
  o Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at [http://www.nfpa.org/freeaccess](http://www.nfpa.org/freeaccess).
Only actual costs for PPE are allowed and will be paid on a reimbursable basis. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

- To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE:
  - Invoices/proof of payment for PPE.
  - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as “fit for duty.”

- Eligible PPE Expenditures:
  - One set of PPE for structural or wildland firefighting per new recruit.
  - The SAFER Program considers a complete set of structural PPE to be comprised of one SCBA mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
  - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
  - American National Standards Institute-approved retro-reflective highway apparel.

R&R Activity – Eligible Costs and Requirements

**Medium Priority:**

- Nominal stipends for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training and/or responding to incidents.
  - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted standard operating procedures.
  - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.

- Costs to support explorer/cadet, and mentoring programs, such as:
  - One set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for newly recruited cadets/explorers.
  - Training (Non-Immediate Danger to Life and Health (IDLH)).
  - One set of structural or wildland PPE for newly recruited cadets/explorers as defined above, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2)
physicals for explorers/cadets are not required to meet NFPA 1582.
  o One introductory physical exam per newly recruited explorer/cadet.

- LOSAP or Retirement Program:
  o New LOSAP or Retirement Programs (meaning the department has never had a
    LOSAP or Retirement Program).
  o Increasing existing LOSAP or Retirement Program coverage to include newly
    recruited members (FEMA will only fund the increase portion of the program).
  o Note: FEMA will not fund LOSAP or Retirement Programs that were previously
    funded by a SAFER Program grant and were subsequently stopped.

- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment and gym memberships are limited to no more than $10,000 total per
  grant award.

**R&R Activity – Eligible Costs and Requirements**

**Low Priority:**

- New Member Costs - one set of station duty uniforms for each new recruit only (the SAFER
  Program considers one set of station duty uniform as one pair of pants, one shirt, one hat,
  and one pair of boots) per the department’s uniform policy.
  o Note: Class A (i.e., Dress Uniforms) are not an allowable cost under the SAFER
    Program.

- Costs for advanced training not currently covered under the department’s operating budget
  (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced
  training requests are only eligible for members who have already met the minimum
  firefighter certifications required by the AHJ and must closely correlate to the applicant’s
  recruitment and/or retention goals.
  o Reimbursement to members for lost wages, mileage/transportation, lodging, and/or
    per diem while attending advanced training are also eligible.
  o Note: costs for mileage/transportation, lodging, and per diem must comply with the
    department’s written travel policies and procedures. If policies are not established,
    costs will only be reimbursed at the Federal government rate.

- Single computer or printer for Recruitment and/or Retention Coordinator, Program Manager,
  and/or Grant Administrator.

- Awards/Incentive program for participation in operational (firefighting) activities, such as
  operational training and/or responding to incidents (e.g., length of service plaques, gift cards
  for top responders, non-uniform clothing).
  o Non-uniform clothing (limited to shirts, jackets, or pullovers) as part of an award
    program only.
  o Gift Cards: a log book for the purchase and issuance of gift cards is required. The
    log book should include name of recipient, date, amount of card, reason for issuance
    and signature of recipient. Gift cards should be issued to operational firefighters who
    have completed the minimum firefighter training required by the AHJ.

- LED/electronic sign when it is not included as part of a comprehensive marketing program.

- Fire service association membership fees.
- Projector and/or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station Modifications/Remodeling/Renovation of Existing Facilities.
  - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom). The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  - Remodeling/renovations may not change the footprint or profile of the building.
  - Any request for modifications to facilities may require EHP review (for details see Section D: Application and Submission Information – Environmental Planning and Historic Preservation [EHP]). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding (the steps include: coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).
  - Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and a notice of interest.

### R&R Activity – Eligible Costs and Requirements

#### Non-prioritized Costs:
- M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to Section D: Application and Submission Information.
- Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C - Award Administration Information, Section I, Grant Writer/Preparation Fees.
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

### R&R Activity – Ineligible Costs

#### Ineligible Costs (this list is not exhaustive):
- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant
<table>
<thead>
<tr>
<th>Award</th>
<th>Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix - C: Award Administration Information, Section I, Grant Writer/Preparation Fees.</th>
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<tbody>
<tr>
<td></td>
<td>Fire suppression equipment.</td>
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<td>Vehicles.</td>
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<td>Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).</td>
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<td></td>
<td>Supplies, expendables, or “onetime” use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).</td>
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<td>Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.</td>
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<td>Communication equipment including cell phones, pagers, portable radios or Computer-Aided Dispatch systems.</td>
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<td>Video cameras/recording equipment.</td>
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<td>Intruder alerting systems and deployment notification systems.</td>
</tr>
<tr>
<td></td>
<td>Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses or stipends for recruiting firefighters).</td>
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<tr>
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<td>Payments for travel to, or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).</td>
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<td>Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.</td>
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<td>Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).</td>
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<td>Costs for training currently covered under the department’s operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).</td>
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<td>Services at a member’s personal residence (e.g., internet access, plowing of driveways).</td>
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<td>Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators) and entertainment equipment.</td>
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<tr>
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<td>“Giveaways” for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons.</td>
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<td>Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).</td>
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<td>Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.</td>
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<td></td>
<td>Annual medical exams for existing members.</td>
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<td>Payments for student loans.</td>
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<td></td>
<td>Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).</td>
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<td>Station internet access/user fees and equipment to install internet (such as routers).</td>
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<td></td>
<td>Continued funding of an existing (or previously funded through the SAFER Program)</td>
</tr>
</tbody>
</table>
LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient’s fire department.
- Ineligible Explorer/Cadet/Mentoring Programs expenditures:
  - Self-Contained Breathing Apparatus (SCBA), including mask/face piece
  - Anything involving the IDLH atmosphere
  - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
  - Three-quarter length rubber boots.
  - SCBAs (not including SCBA masks/face pieces).
  - PASS Devices.
  - Spare cylinders.
  - Bomb disposal suits.
  - PPE for hazardous materials and other specialized incidents.
  - More than one set of PPE per newly recruited member (within the period of performance).
  - PPE for existing members.
Appendix C - Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the “Request Details” section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than $1,500.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or nonprocurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant’s intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer’s contract for services;
ii. A copy of the invoice or purchase order; and
iii. A copy of the canceled check (front and back).

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify any individual or organization that assisted
with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

II. Maintenance and Sustainment for SAFER Programs
The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

III. Taxes, Fees, Levies, and Assessments
Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER
Program acquisition activity, are not chargeable to any SAFER Program award.

**Example:** Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

*Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [http://www.fcc.gov](http://www.fcc.gov).

IV. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

V. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, *e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

**Advances**

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of
funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance SAFER Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient’s account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with US Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award’s closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant’s period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient’s request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve SAFER Program award amendments on a case-by-case
basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award),
closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with SAFER Program goals and objectives.

Note: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant’s obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation.
FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

VI. Disposition of Grant Funded Equipment
A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

VII. Post-Award Recipient Responsibilities
Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions, to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER
Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient’s jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.
Appendix D

In accordance with the Office of Management and Budget’s guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the DHS will review and consider applications for funding pursuant to this notice of funding opportunity in accordance with the:

- President’s September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;

- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and

- Guidance for Grants and Agreements in Title 2, Code of Federal Regulations (2 CFR), as updated in the Federal Register’s 85 FR 49506 on August 13, 2020, particularly on:
  - Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR part 200.205),
  - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
  - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
  - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
  - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).
FY 2020 Staffing for Adequate Fire & Emergency Response Grant Program

Self-Evaluation Sheet: Hiring Activity

This Self-Evaluation Sheet is designed to help you understand the criteria that you must address in your Narrative Statements when applying under the Fiscal Year (FY) 2020 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program – Hiring Activity. A Peer Review Panel will review all the criteria in the Narrative Statement to assess your agency’s financial need, the degree to which your proposal best describes your fire department and community risks, the requirements you have listed that will reduce those risks, and how your application aligns with the SAFER Grant Program priorities. The panel score is 50% of the total application score. Space for the Narrative Statement is limited; the maximum amount of characters varies based on the questions being asked.

1. Project Description (30%)

Applicants must describe in detail why the positions requested are needed by the department, as well as how the positions will be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime). The applicants must clearly specify what services the positions requested will provide to the fire department and community. In addition, applicants must clearly demonstrate how the funds awarded through this grant will enhance the department’s ability to protect critical infrastructure within the primary response area.

Below are the same scoring dimensions the Peer Review Panel will use to rate each application. Using the criteria below, rate your own application and assess how the peer reviewers might rate your application.

Strongly Agree: The applicant clearly explains why the department needs the positions requested in the application. There is a clear explanation of how the positions will be used, as well as the specific benefits they would provide to the community and fire department. The applicant provides a clear description of how these positions would enhance the department’s ability to protect critical infrastructure. I have a clear understanding of the project description.
Agree: The applicant adequately explains why the department needs the positions requested in the application. There is an adequate explanation of how the positions would be used, and the specific benefits they would provide to the community and fire department. The applicant provides an adequate description regarding how the positions would enhance the department’s ability to protect critical infrastructure. I understand most elements of the project description but a greater level of detail would have been helpful.

Neither Agree nor Disagree: The applicant provides some explanation of why the department needs the positions requested in the application, but details are lacking regarding how the positions would be used as well as the specific benefits they would provide to the community and fire department. The applicant provides some information about how the positions will help protect critical infrastructure but lacked details. The project description is moderately described, but more detail on most of the elements would have been helpful to the reviewer.

Disagree: The applicant provides minimal detail and explanation regarding why the department needs the positions requested in the application. There is minimal explanation of how the positions would be used and the benefits they would provide to the community and fire department. There is minimal explanation of how these positions would enhance the department’s ability to protect critical infrastructure. I do not have a clear understanding of the project description or how this grant would address their needs.

Strongly Disagree: The applicant provides no detail or explanation of why the department needs the positions requested in the application. There is no explanation of how the positions would be used or the benefits they would provide to the fire department and the community nor is there an indication that the positions requested would enhance the department’s ability to protect critical infrastructure. I do not understand what the project proposes to accomplish.

2. Impact on Daily Operations (30%)

Applicants must describe how the community and current firefighters are at risk without the positions requested in the application. The applicant must also describe how the risk will be reduced if awarded.

Below are the same scoring dimensions the Peer Review Panel will use to rate each application. Using the criteria below, rate your own application and assess how the peer reviewers might rate your application.

Strongly Agree: The applicant clearly explains the risk(s) to the community and current firefighters and how those risks would be reduced. I have a clear understanding of the risks and how those risks will be mitigated if awarded.

Agree: The applicant provides an adequate explanation of the risks to the community and current firefighters as well as how those risks would be reduced if the grant is awarded. I understand the risks to the current firefighters and community and how the risk would be reduced, but a greater level of detail would have been helpful.

Neither Agree nor Disagree: The applicant provides some explanation of the risks to the community and current firefighters and how those risks would be reduced if awarded. I have some understanding of the risks, but it is not entirely clear how the addition of the requested positions would reduce those risks.
Disagree: The applicant provides minimal information about the risks to the community and current firefighters. I believe there is minimal indication that the addition of the requested positions is linked to the reduction of risk, both to the current firefighters and the community.

Strongly Disagree: The applicant provides insufficient details regarding the risks to the community and current firefighters and how the risk would be reduced. I do not believe that the addition of the requested positions is linked to the reduction of risk, either to current firefighters or the community.

3. Financial Need (30%)
Applicants must provide a detailed income verses expenses breakdown of the current annual budget. The applicant must discuss how the critical functions of the organization are affected without this funding. The applicant must include details about the department’s budget shortfalls and inability to address financial needs without federal assistance. Applicants must explain what other actions the department has taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs).

Below are the same scoring dimensions the Peer Review Panel will use to rate each application. Using the criteria below, rate your own application and assess how the peer reviewers might rate your application.

Strongly Agree: The applicant clearly identifies and articulates an income versus expenses breakdown of the current annual budget. The applicant clearly describes the budget shortfalls and provided clear justification regarding why federal assistance is needed. The applicant provides clear details on how critical functions of their organization are affected without federal funds. The applicant provides clear information on other actions they have taken to obtain funding from other sources. It is clear that the financial needs described by the applicant are beyond the applicant’s control, and I believe their request shows a dire need for federal assistance.

Agree: The applicant adequately identifies and articulates an income versus expenses breakdown of the current annual budget. The applicant adequately describes their budget shortfalls and provides adequate justification on why federal assistance is needed. The applicant provides adequate details on how critical functions of their organization are affected without federal funds. The applicant explains some attempts to obtain funding from other sources. I understand the applicant’s current budget and believe there is a need for federal assistance, but a greater level of detail on some aspects would have been helpful.

Neither Agree nor Disagree: The applicant provides some information on an income versus expenses breakdown of their annual budget. The applicant briefly explains their budget shortfalls but the reasons why federal assistance is needed are lacking. The applicant provides some details on how critical functions of their organization are affected without federal funds. The applicant briefly discusses their attempts to obtain funding from other sources. I am unsure of the applicant’s current budget and needs; therefore, I am unsure if there is an urgent need for financial assistance.

Disagree: The applicant provides minimal details on an income versus expenses breakdown of their annual budget. There is minimal detail on their budget shortfalls or the need for federal assistance. There is minimal information on how critical functions of their organization are affected without federal funds. There is minimal explanation on their attempts to obtain funding from other sources. There is minimal information to understand the applicant’s financial need. I believe there is no apparent need for financial assistance.

Learn more at fema.gov
Strongly Disagree: The applicant provides no detail on an income versus expenses breakdown of their annual budget. There is no detail on their budget shortfalls or need for federal assistance. There is no information on how critical functions of their organization are affected without federal funds. There is no explanation on their attempts to obtain funding from other sources. There is no detail for the reviewer to understand the extent of the organization’s financial situation or budget. I am unable to determine a financial need.

4. Cost Benefit (10%)

Applicant must clearly describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

Below are the same scoring dimensions the Peer Review Panel will use to rate each application. Using the criteria below, rate your own application and assess how the peer reviewers might rate your application.

Strongly Agree: The applicant provides a clear and quantifiable explanation of the benefits the department and community expect to achieve. I believe the benefits are well explained and likely to be achieved.

Agree: The applicant provides an adequate explanation of the benefits the department and community expect to achieve. I believe the benefits are adequately described and may be achieved, though a greater level of detail would have been helpful to the reviewer.

Neither Agree nor Disagree: The applicant provides some explanation of the benefits the department and community expect to achieve. I believe the benefits have not been clearly defined and I am unsure if the benefits will be achieved; more detail would have been helpful to the reviewer.

Disagree: There is minimal detail regarding the benefits the department and community expect to achieve. I am unable to determine if the stated benefits would be achieved.

Strongly Disagree: There is no detail on the benefits the department and community expect to achieve. Because there is insufficient information, I do not understand what the project proposes to accomplish, and it is doubtful the benefits would be achieved.
Staff Report

Subject: Approve the MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

Author: Alison Bruton, Purchasing Agent, Wanda McDuffie, EMS Director

Department: Purchasing and EMS

Meeting Date: 03/02/2021

Item Description: MOU Renewal with BOE for Ambulance Services at BOE Events

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The Board of Education needs ambulance coverage for home football games, band competitions and graduation. The County has provided coverage for these events since 1980. The BOE has a set rate that they pay the personnel. The County uses one of the spare ambulances at no charge. In the event that a patient is transported from one of the events, that patient is billed for the services.
- EC EMS agrees to provide two medics and one ambulance to cover all home football games at Effingham High and South High.
- EC EMS agrees to provide two medics and one ambulance to cover the Band Classic Competition.
- EC EMS agrees to provide two medics and one ambulance to be on stand-by for the graduation exercise at both high schools

Alternatives for Commission to Consider
1. Approve the MOU for the 2021-2022 school year.
2. Do not approve the MOU.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing and EMS

Funding Source: No funds required

Attachments:
1. MOU
MEMORANDUM OF AGREEMENT

BETWEEN

EFFINGHAM COUNTY BOARD OF EDUCATION

AND

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

This Agreement is made and entered into this 4th day of August, 2020, by and between Effingham County Board of Education and Effingham County Board of Commissioners for the provision of services below.

Responsibilities of Effingham County Board of Education:

1. “Home” Football Games at ECHS and SEHS

   a. The Effingham County Board of Education shall provide payment to EMS technicians for their presence at ECHS and SEHS “Home” football games. Two technicians shall be present at each home football game.
   b. Each technician will be paid at a rate of $85.00 for three (3) hours of work per game.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the Tuesday following each home football game in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. Coastal Empire Classic (Marching Band Competition)

   a. The Effingham County Board of Education shall provide payment to two (2) EMS technicians for their presence at the Coastal Empire Classic.
   b. Each technician will be paid $190.00 for their work at the event.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the
Tuesday following the event in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

Responsibilities of Effingham County EMS:

1. "Home" Football Games at ECHS and SEHS
   a. Effingham County EMS technicians shall be available at ECHS and SEHS “Home” football games to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at each school’s home football games.
   b. Technicians shall begin work at 7:00 p.m. and end work at 10:00 p.m. Each technician will be paid $85.00 for three (3) hours work per home football game.
   c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted by the Tuesday following each home game in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. Coastal Empire Classic (Marching Band Competition)
   a. Effingham County EMS technicians shall be available at the Coastal Empire Classic to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.
   b. Technicians shall work during the hours of the event and be paid accordingly. The approximate number of hours for the event is normally eight (8) to ten (10) hours. Each technician will be paid $190.00 for the event.
   c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted
by the Tuesday following the event in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week.

3. Graduation

Effingham County EMS technicians shall be available at South Effingham High School and Effingham County High School for graduation ceremonies to provide services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.

4. Liability

The Effingham County EMS shall cover all EMS employees working in the performance of their duties at the above events in the event of injury.

5. Termination of Agreement

The initial term of this agreement shall be for the 2020-21 school year. Unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2021, this Agreement shall automatically renew for the 2021-22 school year, and if this Agreement has so renewed, unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2022, this Agreement shall automatically renew for the 2022-23 school year.

Wesley M. Chat
Date 08/16/2020

Effingham County Board of Commissioners

Jimmie J. Tewell
Date 8/4/2020

Effingham County School Superintendent
Staff Report
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 2, 2021

Item Description: Toss Allen for Kyle J. Balk requests to rezone 10 acres from R-1 to R-6 for the future development of Oglethorpe Landing, a residential subdivision. Located at 768 Ebenezer Road.

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from R-1 to R-6, with conditions.

Executive Summary
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The proposed development will be served by City of Springfield water and sewer.
- Development of the property meets the county’s goal of concentrating residential development where public water and sewer is available.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 10 acres from R-1 to R-6, with staff conditions (1-3) and one additional condition (4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-62 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 10 acres from R-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.

2. Deny the request to rezone 10 acres from R-1 to R-6.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services

Attachments: 1. Rezoning application and checklist  4. Deed
              2. Ownership certificate               5. Aerial photograph
              3. Capacity Letter-City of Springfield  6. Plat
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  Toss Allen  Date 12/14/2020
Applicant email address  tallen@allenengineering.org  Phone # (912) 667-2667
Property owner(s)  Kyle J. Balk  Email  kyle9884@hotmail.com

Telephone Number (.912.)  704-5227

Mailing Address  217 Clearwater Cir  Port Wentworth, GA 31407

Property location  768 Ebenezer Road  Rincon, GA 31326

Present zoning R-1

Proposed zoning R-6

Present land-use  Vacant  Wooden Property

Proposed land-use  Single Family Residential Subdivision

Tax Map # 446  Parcel # 13  Lot #

Total Acres 10.00  Acres to be rezoned 10.00

Lot characteristics  Currently wooded and vacant

Water  City of Springfield  Sewer  City of Springfield

Proposed access  Ebenezer Road

Justification  Develop undeveloped parcel into a subdivision similar to existing adjacent ones.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North R-2  South AR-1

East AR-2  West AR-2
1. Describe the current use of the property you wish to rezone.
   
   **Vacant wooded lot.**

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   **It does have an economic use as agriculture land and timber land.**

3. Describe the use that you propose to make of the land after rezoning.

   **Develop the parcel into a residential subdivision similar to ones in the immediate area.**

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   **The property to the east is currently being utilized as agricultural residential. The property to the south is currently vacant woodlands. The property to the west is being utilized as a agricultural residential lot. The property to the north is a single-family subdivision.**

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   **Use similar to surrounding and nearby property.**

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   **No. There is adequate transportation and utility infrastructure in place. The use will not have an impact on the school system.**
LIMITED WARRANTY DEED

THIS INDENTURE, made this 23rd day of August, 2010, between CITIZENS BANK OF EFFINGHAM, a corporation organized and existing under the laws of the State of Georgia, as Parties of the First Part, hereinafter called Grantor, and KYLE J. BALK, as Parties of the Second Part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars ($10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th O.M. District, Effingham County, Georgia, containing 10.00 acres, more or less, known and designated as Lot No. 3, that is shown and more particularly described by the plat of survey entitled "Subdivision Survey for Continental Land Sales" made by Warren E. Poythress, R.L.S. #1953, dated May 28, 1990, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 26, page 1, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by E & D Properties, LLC, by and through its Attorney-in-fact, Citizens Bank of Effingham to Citizens Bank of Effingham as evidenced by that certain Foreclosure Deed dated March 2, 2010, recorded in Deed Book 121, page 143, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

Initials: [Signature]
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed dated **August 23, 2010**, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book **1957 page 447**.

Owner's signature

Print ____________
Kyle Balk

Owner's signature

Print ______________

Owner's signature

Print ______________

Sworn and subscribed before me this 15__ day of __December__, 2020.

Notary Public, State of Georgia
Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, _______________ Kyle Balk _______________, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including and conditions of rezoning, if the application is approved.

Name of Applicant: _______________ Toss Allen _______________

Date: _______________ 12/14/2020 _______________

Address: _______________ P.O. Box 1749  •  Rincon, GA 31326 _______________

City: _______________ Rincon  State: _______________ GA  Zip Code: _______________ 31326 _______________

Telephone Number: _______________ (912) 667-2667 _______________ Email: _______________ tallen@allenengineering.org _______________

Signature of Owner _______________ Kyle Balk _______________

Owners Name (Print) _______________ Kyle Balk _______________

Personally appeared before me _______________ Kyle Balk _______________ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day _______________ 15 _______________ of December _______________

(Notary Seal)

Notary Public
SUBDIVISION SURVEY

FOR

CONTINENTAL LAND SALES

LOCATED IN THE 9TH G.M.D.,
EFFINGHAM COUNTY, GEORGIA

DATE: MAY 28, 1990
BY:

WARREN E. POTHRESS
R. L. S. 1953

EQUIPMENT: LEICA 200E

ARCHER: 66" PT.

PLAT E.O.C.: 1/160,540
October 30, 2020

Jake Patrick  
240 Heidt Road  
Guyton, GA 31312

RE: 768 Ebenezer Road (Parcel # 446-13) Rincon, Georgia  
Water & Sewer Capacity Letter

Dear Mr. Patrick:

Water and Sewer capacity can be allocated for the proposed 34 lot development at the above referenced location. All costs to connect to the existing water and sewer infrastructure along Ebenezer Road will be paid by the developer.

If I may be of further assistance, please contact me at (912)754-7617 or mmorris@springfieldga.org.

Sincerely,

Matthew A. Morris  
City Manager
To have and to hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

In witness whereof, the Grantor has signed and sealed this Deed, the day and year above written.

Citizens Bank of Effingham

By: [Signature]

Michael T. Lee, CEO/President

[Seal]

Signed, sealed and delivered in the presence of:

Witness:

[Signature]

[Seal]

Notary Public (Mark Notary Seal)

Commission Expires: [Date]
9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☑️ DISAPPROVAL ☐

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Balk—(Map # 446 Parcel # 13) from R-1 to R-6 zoning.

Yes ☐ No ☑️ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☐ No ☑️ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☐ No ☑️ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☑️ No ☐ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ☐ No ☑️ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☐ No ☑️ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☐ No ☑️ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ No ☑️ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020

Page 14 of 17
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL [ ] DISAPPROVAL [ ]

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Bulk—(Map # 446 Parcel # 13) from R-1 to R-6 zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  

DISAPPROVAL

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Balk– (Map # 446 Parcel # 13) from R-1 to R-6 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☐ DISAPPROVAL ☐

Of the rezoning request by applicant (Toss Allen as Agent for Kyle Balk– (Map # 446 Parcel # 13) from R-1 to R-6 zoning.

Yes ☐ No ☐ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☐ No ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as streets, utilities or schools?

Yes ☐ No ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☐ No ☐ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ☐ No ☐ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☐ No ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☐ No ☐ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – January 25, 2020
Staff Report
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 2, 2021
Item Description: Toss Allen for Kyle J. Balk requests to rezone 10 acres from R-1 to R-6 for the future development of Oglethorpe Landing, a residential subdivision. Located at 768 Ebenezer Road. Map# 446 Parcels# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 10 acres from R-1 to R-6, with conditions.

Executive Summary
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Pursuant to Section 5.8 R-6 Single Family Residential District, the zoning district is only allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available.
- The proposed development will be served by City of Springfield water and sewer.
- Development of the property meets the county’s goal of concentrating residential development where public water and sewer is available.
- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 10 acres from R-1 to R-6, with staff conditions (1-3) and one additional condition (4):
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R62 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request to rezone 10 acres from R-1 to R-6, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.

2. Deny the request to rezone 10 acres from R-1 to R-6.

Recommended Alternative: 1 Other Alternative: 2

Department Review: Development Services
Attachments: 1. Zoning Map Amendment
STATE OF GEORGIA  
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 446-13

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, TOSS ALLEN, for KYLE J. BALK, has filed an application to rezone ten and zero hundredths (10) +/- acres; from R-1 to R-6 for the future development of Oglethorpe Landing, a proposed 34-lot residential subdivision; map and parcel number 446-13, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on March 2, 2021 and notice of said hearing having been published in the Effingham County Herald on January 27, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on December 30, 2020; and

IT IS HEREBY ORDAINED THAT ten and zero hundredths (10) +/- acres; map and parcel number 446-13, located in the 5th commissioner district is rezoned from R-1 to R-6 with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-6 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
4. A statement requiring lot owners to place a privacy fence at the rear of each lot, at the 15’ vegetative buffer line, shall be included on the plat of each lot, and in the form of a covenant to be recorded in the deed of each lot.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________  
WESLEY M. CORBITT, CHAIRMAN

ATTEST:  
FIRST/SECOND READING: _____________

___________________________  
STEPHANIE D. JOHNSON  
COUNTY CLERK
Subject: Sketch Plan (Fifth District)

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: March 2, 2021

Item Description: Toss Allen for Kyle J. Balk requests approval of a sketch plan for “Oglethorpe Landing”: a proposed residential subdivision. Located at 768 Ebenezer Road. Proposed R-6 zoning.

Map# 446 Parcel# 13

Summary Recommendation

Staff has reviewed the application, and recommends approval of the sketch plan for Oglethorpe Landing.

Executive Summary

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. 
  
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.

- The proposed project will be served by City of Springfield water and sewer, and consist of 34 lots with minimum lot sizes of .15 acres (6,600 sf); 2.19 acres of open space (>20% of total acreage), including no wetlands, 1.17-acre ponds, and 1.02 acres common open space.

- The cul de sac must comply with Section 7.1.8 Reserved strips and Street plugs, and Include connections to adjacent parcels for future development, where possible. In addition, Section 7.1.11 Cul-de-Sac limits roads in subdivisions to 800 feet in length.

- The subdivision design must comply with Appendix B – Subdivision Regulations.

- Coordination with GDOT is necessary, as Hwy 275/Ebenezer Rd is a stat road.

- Staff will follow up with a letter summarizing all requirements and recommendations.

- At the January 25 Planning Board meeting, Brad Smith made a motion to approve the Sketch Plan for Oglethorpe Landing

- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. Approve the sketch plan for Oglethorpe Landing, a 34-lot subdivision on Ebenezer Road.

2. Deny the sketch plan for Oglethorpe Landing, a 34-lot subdivision on Ebenezer Road.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Sketch Plan application

2. Sketch Plan

3. Aerial photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: Project Number: Classification:
Date Reviewed: Reviewed by:

Proposed Name of Subdivision_ Oglethorpe Landing
Name of Applicant/Agent_ Toss Allen Phone_ (912) 667-2667
Company Name_ Allen Engineering Services
Address_ P.O. Box 1749 • Rincon, GA 31326

Owner of Record_ Kyle J. Balk Phone_ (912) 704-5227
Address_ 217 Clearwater Cir • Rincon, GA 31326

Engineer_ Allen Engineering Services Phone_ (912) 667-2667
Address_ P.O. Box 1749 • Rincon, GA 31326

Surveyor_ Phone_
Address_

Proposed water City of Springfield Proposed sewer City of Springfield

Total acreage of property_ 10.00 Acreage to be divided_ 10.00 Number of Lots Proposed_ 34

Current Zoning_ R-1 Proposed Zoning_ R-6 Tax map – Block – Parcel No. 446 – 13

Are any variances requested? No If so, please describe: N/A

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 15 day of December, 2020.

Kyle Balk
Owner

Notary
EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: __________________________ Project Number: ____________________

Date Received: ___________ Date Reviewed: ___________ Reviewed by: ____________________

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD. This checklist must be submitted with the application.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Project Information:</td>
<td></td>
</tr>
<tr>
<td>X 1. Proposed name of development.</td>
<td></td>
</tr>
<tr>
<td>X 2. Names, addresses and telephone numbers of owner and applicant.</td>
<td></td>
</tr>
<tr>
<td>X 3. Name, address and telephone number of person or firm who prepared the plans.</td>
<td></td>
</tr>
<tr>
<td>X 4. Graphic scale (approximately 1&quot;=100') and north arrow.</td>
<td></td>
</tr>
<tr>
<td>5. Location map (approximately 1' = 1000').</td>
<td></td>
</tr>
<tr>
<td>X 6. Date of preparation and revision dates</td>
<td></td>
</tr>
<tr>
<td>X 7. Acreage to be subdivided.</td>
<td></td>
</tr>
</tbody>
</table>

(b) Existing Conditions:
| X 1. Location of all property lines. |
| X 2. Existing easements, covenants, reservations, and right-of-ways. |
| X 4. Sidewalks, streets, alleys, driveways, parking areas, etc. |
| X 5. Existing utilities including water, sewer, electric, wells and septic tanks. |
| X 6. Natural or man-made watercourses and bodies of water and wetlands. |
| X 7. Limits of floodplain. |
| X 8. Existing topography. |
| N/A 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment). |

(c) Proposed Features:
<p>| X 1. Layout of all proposed lots. |
| X 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names). |
| X 3. Proposed zoning and land use. |
| N/A 4. Existing buildings and structures to remain or be removed. |
| X 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed. |
| X 6. Proposed retention/detention facilities and storm-water master plan. |</p>
<table>
<thead>
<tr>
<th></th>
<th>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8. Water distribution infrastructure master plan.</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This [handwritten date] day of December, 2020.

[Signature]

Notary

[Stamp]

[Signature]

Kyle Balk

Owner

[Stamp]

[Signature]

SITE DATA:

1. PARCEL NUMBER: 064460013
2. EXISTING ZONING: R-1
3. EXISTING LAND USE: VACANT WOODED
4. TOTAL LAND ACREAGE = 10.00 ACRES
5. NUMBER OF LOTS = 34 LOTS
6. ACCORDING TO FIRM FLOOD INSURANCE RATE MAP, COMMUNITY NO.
7. WATER AND SEWERAGE TO BE PROVIDED
8. OPEN SPACE REQUIREMENTS
9. OWNER: KYLE J. BALK
10. DEVELOPER: CONSTRUCTION DEVELOPMENT INVESTORS, LLC

OPEN SPACE REQUIREMENTS
TOTAL ACRES = 10.00 AC
20% REQUIRED COMMON OPEN SPACE = 2.00 AC
TOTAL WETLANDS = 0.00 AC
OPEN SPACE CALCULATIONS:
WETLANDS (60%) = 0.00 AC
PONDS (50%) = 1.17 AC (MAX 1.00 AC)
RECREATION AREAS = 1.02 AC (MIN 1.00 AC)
TOTAL COMMON OPEN SPACE = 2.19 AC

SKETCH PLAN
OGLETHORPE LANDING SUBDIVISION

EFFINGHAM COUNTY
Prepared for:
CONSTRUCTION DEVELOPMENT INVESTORS, LLC

Page 7 of 10
Staff Report

Subject: AFG Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 03-02-2021

Item Description: Consideration for ECBOC to ratify and affirm a submittal of a grant application to FEMA Assistance to Firefighters Grants Program (AFG).

Summary Recommendation:
Staff is requesting approval for ECBOC to ratify and affirm a submittal of a grant application to FEMA Assistance to Firefighters Grants Program (AFG).

Executive Summary:
The Department of Homeland Security (DHS), Federal Emergency Management Agency’s (FEMA) Grant Programs Directorate (GPD) is responsible for the implementation and administration of AFG. The AFG Program provides financial assistance directly to eligible Fire Departments, nonaffiliated Emergency Medical Service (EMS) organizations, and State Fire Training Academies (SFTA) for critical training and equipment. Effingham County EMS is requesting 5 LIFEPAK 15 V4 Monitor/Defibrillators. Effingham County Fire & Rescue is requesting 7 handheld Bluetooth Multi Gas Meters, 7 Multigas Detectors, and 4 Gas, and (7) 4X Multigas Detectors. The monitors and detectors will be used to help save lives.

Background:
1. The grant process is competitive.
2. Local cost share requirements are based on population. (2010 Census population 52,250 and Census QuickFacts estimate 64,296 as of July 1, 2019). Per Effingham County’s population count, the cost share is 10% with estimates as follows:

<table>
<thead>
<tr>
<th>Dept.</th>
<th>AFG</th>
<th>EC Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>$186,853.40</td>
<td>$18,685.35</td>
<td>$205,538.75</td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>$12,614.00</td>
<td>$1,260.00</td>
<td>$13,874.00</td>
</tr>
</tbody>
</table>

3. Application deadline was February 12, 2021.

Alternatives for Commission to Consider:
1. Approve for ECBOC to ratify and affirm a submittal of a FEMA AFG grant application.
2. Do not approve for ECBOC to ratify and affirm a submittal of a FEMA AFG grant application.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve for ECBOC to ratify and affirm a submittal of a FEMA AFG grant application.

Other Alternatives: N/A

Department Review: EMS and Fire

Funding Source:
EMS match - $18,685.35 - GF fund balance
Fire Rescue match - $1,260.00- Fire fund balance

Attachments:
1. EMS Equipment quote
2. Fire Rescue Equipment quotes
## Quote Summary

**Delivery Address**: EFFINGHAM COUNTY EMS  
**End User - Shipping - Billing**: EFFINGHAM COUNTY EMS  
**Bill To Account**: EFFINGHAM COUNTY

- **Name**: EFFINGHAM COUNTY EMS  
- **Account #:**: 1295906  
- **Address**: 285 FIRST STREET EXT UNIT B, SPRINGFIELD, Georgia 31329-3557

---

**Quote Date**: 01/21/2021  
**Expiration Date**: 04/21/2021

---

### Equipment Products:

<table>
<thead>
<tr>
<th>#</th>
<th>Product</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Sell Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>99577-001957</td>
<td>LIFEPAK 15 V4 Monitor/Defib - Manual &amp; AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) &amp; 1 Test Load (21330-001365) per device, 1 SvC Manual CD (26500-003612) per order</td>
<td>5</td>
<td>$36,730.00</td>
<td>$31,224.17</td>
<td>$156,120.85</td>
</tr>
<tr>
<td>2.0</td>
<td>41577-000288</td>
<td>Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>3.0</td>
<td>11140-000098</td>
<td>LP15 AC Power Adapter (power cord not included)</td>
<td>5</td>
<td>$1,720.00</td>
<td>$1,258.00</td>
<td>$6,290.00</td>
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<tr>
<td>4.0</td>
<td>11140-000015</td>
<td>AC power cord</td>
<td>5</td>
<td>$83.00</td>
<td>$60.35</td>
<td>$301.75</td>
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<tr>
<td>5.0</td>
<td>11140-000080</td>
<td>Extension Cable (5ft 3 in)</td>
<td>5</td>
<td>$320.00</td>
<td>$239.69</td>
<td>$1,198.45</td>
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<tr>
<td>6.0</td>
<td>21330-001176</td>
<td>LP 15 Lithium-ion Battery 5.7 amp hrs</td>
<td>15</td>
<td>$494.00</td>
<td>$370.38</td>
<td>$5,555.70</td>
</tr>
<tr>
<td>7.0</td>
<td>11171-000082</td>
<td>Masimo™;RC Patient Cable - EMS, 4 FT.</td>
<td>5</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$1,250.00</td>
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<tr>
<td>8.0</td>
<td>11171-000049</td>
<td>Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable</td>
<td>5</td>
<td>$640.00</td>
<td>$437.39</td>
<td>$2,186.95</td>
</tr>
<tr>
<td>9.0</td>
<td>11171-000046</td>
<td>Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable</td>
<td>5</td>
<td>$301.00</td>
<td>$248.10</td>
<td>$1,240.50</td>
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<tr>
<td>10.0</td>
<td>11171-000047</td>
<td>Masimo™M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable</td>
<td>5</td>
<td>$301.00</td>
<td>$248.10</td>
<td>$1,240.50</td>
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<tr>
<td>11.0</td>
<td>11160-000013</td>
<td>NIBP Cuff-Reusable, Child</td>
<td>5</td>
<td>$26.00</td>
<td>$19.55</td>
<td>$97.75</td>
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<tr>
<td>12.0</td>
<td>11160-000017</td>
<td>NIBP Cuff -Reusable, Large Adult</td>
<td>5</td>
<td>$36.00</td>
<td>$26.35</td>
<td>$131.75</td>
</tr>
</tbody>
</table>
## LifePak 15 (5) (AFG) 1-21-2021

<table>
<thead>
<tr>
<th>#</th>
<th>Product</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Sell Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.0</td>
<td>11160-000019</td>
<td>NIBP Cuff-Reusable, Adult X Large</td>
<td>5</td>
<td>$51.00</td>
<td>$39.10</td>
<td>$195.50</td>
</tr>
<tr>
<td>14.0</td>
<td>11577-000002</td>
<td>LIFEPAK 15 Basic carry case w/right &amp; left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device</td>
<td>5</td>
<td>$337.00</td>
<td>$249.61</td>
<td>$1,248.05</td>
</tr>
<tr>
<td>15.0</td>
<td>11220-000028</td>
<td>LIFEPAK 15 Carry case top pouch</td>
<td>5</td>
<td>$61.00</td>
<td>$41.65</td>
<td>$208.25</td>
</tr>
<tr>
<td>16.0</td>
<td>11260-000039</td>
<td>LIFEPAK 15 Carry case back pouch</td>
<td>5</td>
<td>$87.00</td>
<td>$60.35</td>
<td>$301.75</td>
</tr>
<tr>
<td>17.0</td>
<td>11996-000471</td>
<td>4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)</td>
<td>5</td>
<td>$1,205.00</td>
<td>$964.00</td>
<td>$4,820.00</td>
</tr>
</tbody>
</table>

### Equipment List Price: $218,150.00  
### Equipment Total: $182,387.75  

### ProCare Products:  

<table>
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<tr>
<th>#</th>
<th>Product</th>
<th>Description</th>
<th>Years</th>
<th>Qty</th>
<th>List Price</th>
<th>Sell Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.0</td>
<td>78000168</td>
<td>KORE - Stryker data plan for modem (Verizon)</td>
<td>3</td>
<td>5</td>
<td>$897.00</td>
<td>$897.00</td>
<td>$4,485.00</td>
</tr>
<tr>
<td>19.0</td>
<td>78000171</td>
<td>LIFENET Asset, per device</td>
<td>3</td>
<td>5</td>
<td>$153.00</td>
<td>$153.00</td>
<td>$765.00</td>
</tr>
<tr>
<td>20.1</td>
<td>78000001</td>
<td>ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel for LIFEPAK 15 V4 Monitor/Defib - Manual &amp; AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) &amp; 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order</td>
<td>3</td>
<td>5</td>
<td>$4,212.00</td>
<td>$3,580.20</td>
<td>$17,901.00</td>
</tr>
</tbody>
</table>

### ProCare List Price: $26,310.00  
### ProCare Total: $23,151.00  

### Price Totals:  

|                  |                                    |                          |                  |
|------------------|------------------------------------|--------------------------|
|                  |                                    |                          | Grand Total:     |
|                  |                                    |                          | $205,538.75      |
Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical’s standard terms and conditions can be obtained by calling Stryker Medical’s Customer Service at 1-800-Stryker. In the event of any conflict between Stryker Medical’s Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker’s terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.
YOUR CART (7 ITEMS)

<table>
<thead>
<tr>
<th><strong>MSA</strong></th>
<th>MSA ALTAIR 4XR Bluetooth Multi Gas Meter (LEL, O2, CO, H2S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>$669.00</td>
</tr>
<tr>
<td>Quantity</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>$4,683.00</td>
</tr>
</tbody>
</table>

Subtotal: $4,683.00
Shipping: Add Info
Coupon Code: Add Coupon
Gift Certificate: Gift Certificate

Grand total: We're Online! How may I help you today?
Frequently bought together

MSA ALTAIR Pump...
$699.00 $398.00

MSA Calibration Ga...
$321.00 $303.23

Your Cart (7 items)

MSA
MSA ALTAIR 4X Multigas Detector [LEL, O2, Co, H2S] 10107602

Price
$649.00

Quantity:


Total
$4,543.00
Subtotal: $4,543.00
Shipping: Cancel

Country
United States

Zip/postcode
31329

ESTIMATE SHIPPING

- Shipping (Retail Ground) $0.00
- Shipping (UPS® Ground) $0.00

UPDATE SHIPPING COST

Coupon Code: Add Coupon

Grand total: $4,543.00

CHECK OUT
YOUR CART (7 ITEMS)

MSA
MSA 10178557 Altair 4XR Multigas Detector, 4 Gas (LEL, O2, CO, H2S), Bluetooth, Charcoal Case, 4 Year Factory Warranty

Price  $664.00
Quantity: 7
Total  $4,648.00

Subtotal: $4,648.00
Shipping: $0.00
Coupon Code: Add Coupon
Grand total: $4,648.00

Checkout

-- or use --

PayPal

-- or use --
Staff Report

Subject: GEMA Local Emergency Management Performance Grants Program (EMPG)

Author: Christy Carpenter, Finance Director

Department: Finance Department

Meeting Date: 03-02-2021

Item Description: Consideration to submit a grant application to GEMA Local Emergency Management Performance Grants (EMPG) Program.

Summary Recommendation:
Staff is requesting approval to submit a grant application to Georgia Local Emergency Management Performance Grants (EMPG) Program.

Executive Summary:
GEMA/HS EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause. Effingham County receives this grant each year to help offset salary cost for the EMA Director. In addition to the salary supplement in this grant round, the new application will include equipment purchases for the Emergency Operation Center (EOC) as per the following:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>GEMA</th>
<th>EC Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - EMA Director</td>
<td>$ 7,837.50</td>
<td>$ 7,837.50</td>
<td>$ 15,675.00</td>
</tr>
<tr>
<td>Equip- Mobile Radio Unit (1)</td>
<td>$ 704.82</td>
<td>$ 704.81</td>
<td>$ 1,409.63</td>
</tr>
<tr>
<td>Equip/Supplies- EOC Seating (17)</td>
<td>$ 589.90</td>
<td>$ 589.90</td>
<td>$ 1,179.80</td>
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<tr>
<td>Equip/Supplies- Display video screen and accessories (4)</td>
<td>$ 1,797.79</td>
<td>$ 1,797.78</td>
<td>$ 3,595.57</td>
</tr>
<tr>
<td>Equip/Supplies- video wall wiring accessories</td>
<td>$ 1,350.00</td>
<td>$ 1,350.00</td>
<td>$ 2,700.00</td>
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<tr>
<td>Equip/Supplies- Tablets (7)</td>
<td>$ 3,395.00</td>
<td>$ 3,395.00</td>
<td>$ 6,790.00</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td>$ 31,350.00</td>
</tr>
</tbody>
</table>

Background:
1. EMA receives the same amount each year, $15,675.00.
2. There is a 50% cost share requirement.

Alternatives for Commission to Consider:
1. Approve the submittal of a grant application to GEMA EMPG Program.
2. Do not approve the submittal of a grant application to GEMA EMPG Program.
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative number 1 – Approve the submittal of a grant application to GEMA EMPG Program.

Other Alternatives: N/A

Department Review: Effingham County Emergency Management

Funding Source: Cost share requirement of $15,675.00

Attachments:
1. GEMA EMPG Program guidance.
2. EMA Quotes
# Quotation

## 123000355

**Bill To:**
Effingham GA Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329

**Ship To:**
Effingham GA Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329

**Contact:** Accounts Payable  
**Contact #:** 912-754-8888

**Date:** 01/14/2021  
**Customer #:** 112557  
**Terms:** NET 30 DAYS

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**Accepted By:**  
**Date:**

Please contact customer representative by phone or email with any questions:  
**Customer Rep:** Wade Britt  
**Phone #:**  
**Email:** wadebrtt@callmc.com

---

**Subtotal:** $1,409.63  
**Tax:** $0.00  
**Total Quote:** $1,409.63

*Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee.*  
*Quote Valid for 30 Days.*
Shopping Cart

SAMSUNG 65-inch Class Crystal UHD TU-8000 Series - 4K UHD HDR Smart TV with Alexa Built-in (UN65TU8000FXZA, 2020 Model)

Only 12 left in stock - order soon.
Shipped from Video & Audio Center - Same Day Shipping
Gift options not available. Learn more

Price: $744.99
Business Price

Amazon Basics Mesh, Mid-Back, Adjustable, Swivel Office Desk Chair with Armrests, Black

In Stock
Eligible for FREE Shipping & FREE Returns

Price: $69.40

Compare with similar items

Full Motion TV Wall Mount Bracket Dual Articulating Arms Swivels Tilts Rotation for Most 37-70 Inch LED, LCD, OLED Flat Curved TVs, Holds up to 132lbs, Max VESA 600x400mm by Pipishell

In Stock
Eligible for FREE Shipping & FREE Returns

Price: $44.66
Business Price

Save 15%
Clip Coupon

Allstate B2B 4-Year Television Protection Plan ($600 - $699.99)

In Stock
Shipped from Allstate Protection Plans
Gift options not available. Learn more

Price: $96.99

Compare with similar items

Expert Connect 2x2 Video Wall Controller with Media Player | 108... was removed from Shopping Cart.

Subtotal (31 Items): $4,865.16
HDTV Supply  
3835-R Thousand Oaks Blvd  
Unit 295  
Westlake Village, CA 91362  
(800) 841-9238  
CustomerService@hdtvSupply.com

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**Invoice for Manual/Phone Order# 4711**

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<td>Zach Iser</td>
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|                  | 601 S Laurel St.  
|                  | Springfield GA 31329  
|                  | US United States  
|                  | 860-559-3256   |
| Amount:          | $2700.00     |
| Paid:            | No           |
| Ship Via:        | DHL          |
| Order #          | 4711         |
| Bill To:         | Zach Iser    |
|                  | 601 S Laurel St.  
|                  | Springfield GA 31329  
|                  | US United States  
|                  | 860-559-3256   |
| E-Mail:          | iserxzb@gmail.com |
| Payment:         | Wire Transfer |
| Comments:        |              |

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Page 4 of 22
Newest Microsoft Surface Pro 7 SP7 12.3” 10-Point Touch Display Tablet PC W/Surface Type Cover; Surface Pen & Mouse, Intel 10th Gen Core i5, 8GB RAM, 128GB SSD, Windows 10, Platinum (Latest Model)

Brand: Microsoft

Price: $970.00

Size: Intel Core i5/Type cover/Pen/Mouse

- Intel Core i5/Fingerprint Type cover/Pen
  - $749.00

- Intel Core i5/Type cover/Pen
  - $852.00

Screen Size: 12.3 Inches

Brand: Microsoft

Memory Storage Capacity: 128 GB

Item Dimensions: 11.5 x 7.9 x 0.3 inches

LxWxH: Platinum

About this item

- Next-Gen power to fuel your ideas: Powered by a 10th Gen Intel Core processor and over two times faster than Surface Pro 6, Surface Pro 7 keeps up with you. This next-generation laptop features the versatility of a studio and tablet, so you can type, touch, draw, write, work, and play more naturally.

- With multitasking speed, improved graphics, amazing entertainment, quality WiFi performance, and long battery life. The high-resolution PixelSense display with ambient light sensing automatically adjusts to lighting conditions.
The Fiscal Year 2020 Local Emergency Management Performance Grant application period will open on Tuesday, October 13, 2020. All applications should be completed through the EM Grants Manager System.

If you experience technical difficulties while attempting to complete your application or need assistance, please contact your assigned Field Coordinator or Tonya Fair, EMPG Grants Specialist, at (404) 635-7364 or Tonya.Fair@gema.ga.gov.

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
Georgia Emergency Management & Homeland Security Agency

Fiscal Year 2019
Local Emergency Management Performance Grants Program

FY 2019 Base Award
Guidance and Support Documents
FOREWORD

This is the Fiscal Year (FY) 2019 Georgia Emergency Management Agency & Homeland Security Agency (GEMA/HS) Local Emergency Management Performance Grant Program (EMPG) Funding Guidance for the 159 counties in Georgia as well as the City of Forest Park, and the City of Smyrna, hereto referred to as local Emergency Management Agency (EMA).

I. Purpose
GEMA/HS EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause.

II. Period of Performance
The period of performance for the FY 2019 GEMA/HS Local EMPG Program will begin on July 1, 2019 and end June 30, 2020. All project transactions (to include payments for goods or services) must have occurred during the FY 2019 GEMA/HS EMPG Program Performance Period of July 1, 2019 through June 30, 2020.

III. Eligibility Requirements

Base Award
For a local EMA to be considered eligible to receive the Base Award, the organization must:

- Have completed the FY 2019 GEMA/HS EMPG Base Award Application Package in Georgia EMGrantsPro System. **(Application Period to be determined based upon the receipt of the federal award to GEMA/HS).**
- Have shown satisfactory progress on the **FY 2018 Work Plan** as determined by the Field Coordinator (FC) assigned to the EMA.
- Have **submitted all required FY 2018 and prior Fiscal Years GEMA/HS EMPG administrative documents to GEMA/HS**.
- Have complied with all GEMA/HS Finance requirements.

IV. Project Funding
All FY 2019 GEMA/HS EMPG Awards require a 50/50 (dollar for dollar) non-federal local match.

**Please note:** If for any reason a sub-grantee anticipates any delays with exhausting any GEMA/HS EMPG Awards, the sub-grantee will be required to submit a written request to GEMA/HS no later than 60 days prior to the expiration of the period of performance and must include a justification for the extension. This justification must also demonstrate that work is in progress and that it can be completed within the extended period of performance. An extension request application should be submitted by the local EMA Director to GEMA/HS.
August 3, 2020  GEMA/HS begins review of all FY 2019 GEMA/HS EMPG Local Entity Annual Reports (LEAR). The LEAR can be found in the Support Documents section of this guidance.

September 7, 2020  GEMA/HS begins audit of FY2018 EMPG local awards for financial documentation.

December 30, 2020  FY 2019 GEMA/HS EMPG Program sub-grantee EMPG closeout.

VI. Application Information

1. Base Award

The FY 2019 GEMA/HS EMPG Program Guidance will be available through the GEMA/HS FC and EMGrantsPro System. Once the FY 2019 EMPG award has been received by GEMA/HS a notice will be sent out to EMAs that the Base Award application is available via Georgia EMGrantsPro System.

The following required document should be downloaded, completed, and uploaded to Georgia EMGrantsPro System.

- Certification Regarding Lobbying; Debarment, Suspension, and Drug Free Workplace

   a. Eligible Activities

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2019 EMPG objectives are:

- Cybersecurity;
- Infrastructure Systems;
- Economic Recovery;
- Housing;
- Natural and Cultural Resources; and
- Supply Chain Integrity and Security

The selection of appropriate systems, equipment or activities is a local decision. See the U.S Department of Homeland Security Responder’s Knowledge Base (RKB) at https://www.fema.gov/authorized-equipment-list for the EMPG Authorized Equipment List (AEL) and other eligible activities.

Note: The Base Award application is being completed and submitted through the Georgia EMGrantsPro System.
Any sub-grantee unable to provide adequate supportive documentation shall be subjected to an on-site monitoring visit and programmatic audit of all expenditures and match claims. If supportive documentation is not provided; then GEMA/HS shall require repayment of unsubstantiated and/or EMPG funds expended on ineligible expenditures.

Any sub-grantee unable to provide supportive documents shall, in addition to being forced to repay the undocumented claims, will also be subject to an annual onsite monitoring visit to ensure EMPG funds are adequately documented.

Any sub-grantee with outstanding requirements to submit supportive documentation or who fails to cooperate fully to reimburse GEMA/HS for ineligible expenditures or match claims shall not be eligible to receive additional EMPG funding until the issues are resolved.

VIII. Support Documents
These support documents are provided to assist you with completion of the Base Award and for collecting the required match and records for the GEMA/HS EMPG total award.

1. GEMA/HS FY 2019 EMP Tangible Property Report form is to be used when using EMPG funds for the purchasing of any equipment. The equipment should be listed on FEMA/ AEL and is equal to $5,000 or greater in unit cost. The AEL can be found at, https://www.fema.gov/authorized- equipment-list.

2. GEMA/HS Course Roster form can be used to capture in-kind (soft) non-federal match when a local jurisdiction holds training, exercises or other meetings pertaining to the local EM program.

3. The Volunteer Time Values Table estimate, created by the Independent Sector, Washington D.C. Organizations can use this estimate to quantify the enormous value volunteers provide. https://independentsector.org/resource/vount_details/.

4. GEMA/HS EMPG FY2019, In-Kind Volunteer Spreadsheet. This document can be used to capture in-kind volunteer work that directly pertains to the local EM program.

5. LEAR capture sub-grantee allocation of funds by line item categories, as well as the source and nature of the local matching funds. The document should be filled-out and submitted after sub-grantee EMPG funds have been expended. The form should be uploaded to the Georgia EMGrantsPro System in the sub-grantee EMPG account for FY19.

6. FEMA/EHP application and guidelines. This information (if applicable) will be completed in the Georgia EMGrantsPro System.
**Local Entity Annual Report (LEAR)**  
**FY19 Emergency Management Performance Grant (EMPG)**

**Recipient Name and Address:** (County/Organization Name)  
**Award Number:** OEM19-  
**ATTN:**  
**Period Covered:** 07/01/19–6/30/20  
**Address change**

- Retain all receipts, proof of payment, Ledger Reports/Accounting Records, etc… for possible audit by GEMA/HIS and/or Federal government.  
- The document should be uploaded to Georgia EMGrantsPro System into sub-grantee EMPG FY19 account.  
- Report due on or before July 31, 2019.

## Project Expenses

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<td><strong>Total Costs</strong></td>
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<td>$</td>
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<td>$</td>
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</table>

* Equipment equal to or greater than $5,000 per unit and that have a useful life equal to or greater than one year should be entered on the **attach** Tangible Property Report.  
** If an amount is entered for "Other Expenses", please provide an itemized list of charges on the attached Additional Information Worksheet.
Local Entity Annual Report
FY 2019 GEMA/HS EMPG Program
Award Number: QEM19-

Special Instructions:

The Georgia Emergency Management and Homeland Security Agency (GEMA/HS) adopted the state fiscal year period as the GEMA/HS EMPG Program for FY 2019. The period of performance for this award is July 1, 2019 through June 30, 2020. All expenses must be incurred during this timeframe.

If you have any questions, please contact Yves Wilkerson, Grants Specialist, at yves.wilkerson@gema.ga, 404-635-7364 or 1-800-TRY-GEMA.

Certification:

Under penalty of perjury, I certify that all expenses, including local match (cost share) expenses, listed on page one of this report are in accordance with the Office of Management and Budget “Uniform Guidance” (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (http://www.gpoaccess.gov/cfr/index.html), and the FY 2019 Emergency Management Performance Grant Program guidance document located online at https://www.fema.gov/media-library/assets/documents/131989#.

Authorized Sub-Grantee
Typed/Printed Name & Title:

Signature:_________________________________________ Date:________________

Sub-Grantee Financial Director
Typed/Printed Name & Title:

Signature:_________________________________________ Date:________________
Email:____________________________________________ Phone:
Award Point of Contact Typed/Printed Name:

Email:____________________________________________ Phone:________________
Budget Categories

**Personnel** – Includes Wages, Salaries, and Overtime paid to employees of the grantee organization who are directly involved in the grant implementation.

**Fringe Benefits** – Includes the costs of employer’s share of FICA, Health Insurance, Workers’ Compensation, Vacation, and associated Fringe Benefits for employees working directly on the EMPG Project.

**Travel** – Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to the EMPG Project. Domestic ONLY are allowed under this program, International travel is not allowed unless approved in advance by FEMA.

**Supplies** – All consumer materials costing less than $5,000 per unit. Supplies are items that are expended or consumed during the course of the planning and conducting of activities for the EMPG Project. (e.g., gloves, non-sterile masks, disposable protective equipment, etc….). Equipment less than $5,000 should be recorded under the “Supplies” category and must be allowable on the Authorized Equipment List (AEL – [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list)). Please Include AEL Number.

**Equipment** – Equipment for this category refers to non-expendable personal property equal to or greater than $5,000 per unit and that has a useful life more than 1 year. Equipment less than $5,000 should be recorded under the “Supplies” category. All Equipment, whether equal to, less than, or greater, must be listed as allowable on the Authorized Equipment List (AEL – [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list)). Please Include AEL Number.

**Contractual** – The cost of any contract of sub-grant agreement.

**Other Expenses** – Direct Costs that do not fit any of the aforementioned categories. Please provide an itemized list of Other Expenses.
SECTION A. PROJECT INFORMATION

DHS Grant Award Number: ____________________________

Grant Program: ______________________________________

Grantee ____________________________________________

  Grantee POC: ______________________________________

  Mailing address: ____________________________________

  E-mail: ____________________________________________

Sub-grantee: _________________________________________

  Sub-grantee POC: ____________________________________

  Mailing address: ____________________________________

  E-mail: ____________________________________________

Estimated cost of project: ______________________________

Project title: _________________________________________

Project location (physical address or latitude-longitude): ____________________________

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

__________________________________________________________________________

__________________________________________________________________________

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. □ Purchase of equipment. Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. □ Training and exercises. Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. □ Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;
Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? □ Yes □ No

If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:

If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):

Would any equipment or structures need to be installed to facilitate training? □ Yes □ No

If Yes, complete Section D

3. □ Renovations/upgrades/modifications, or physical security enhancements to existing structures.
   a. Complete Section D.

4. □ Generator installation.
   a. Provide capacity of the generator (kW):
   b. Identify the fuel to be used for the generator (diesel/propane/natural gas):
   c. Identify where the fuel for the generator would be stored (e.g., stand-alone tank, above or below ground, or incorporated in generator):
   d. Complete Section D.

5. □ New construction/addition.
   a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, storm-water features, etc.):......
   b. Provide technical drawings or site plans of the proposed project: □ Attached
   c. Complete Section D.

6. □ Communication towers, antennas, and related equipment.
   a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):
   b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:

Complete items 6.e through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

Information regarding National Historic Preservation Act Section 106 Review Requirements for Communications Facilities and information on EHP requirements for communications towers is available at:
q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? □ Yes □ No

- If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: ____________________________

r. Complete Section D.

7. □ Other. Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: ____________________________

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. □ Project installation

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed: ____________________________

b. Would ground disturbance be required to complete the project or training? □ Yes □ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4’ deep; trenching 12” x 500’ x 18” deep; 22 fence posts, 12” diameter x 3’ deep, and 2 gate posts, 18” diameter x 3’ deep): ____________________________

- If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): ____________________________

c. Would the equipment use the existing infrastructure for electrical distribution systems? □ Yes □ No

- If No, describe power source and detail its installation at the site: ____________________________

2. □ Age of structure/building at project site

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: ____________________________

- If the building or structure involved is over 45 years old and
c. Was a NEPA document prepared for this project? ........................................... □ Yes □ No

- If Yes, what was the decision? (Check one, and please attach):
  □ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
  □ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

  Name of preparing agency: ...
  Date approved: ..........................
Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

![Aerial Photograph](image)

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.

![Ground-level Photograph](image)

Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.
Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

![Image of communications equipment on tower]

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

![Image of interior with security symbols]

Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.
Staff Report

Subject: Inflow & Infiltration Repairs and Investigation
Author: Kristen Achtziger, EOM
Department: Engineering
Meeting Date: March 2, 2021

Item Description: Recommendation to approve inflow and infiltration repairs and further investigate areas of concern directly impacting wastewater reclamation facility capacity.

Summary Recommendation:
Inflow occurs when stormwater enters the sewer system directly through connections such as sump pumps, driveway drains, and cross connections with storm drains. Infiltration occurs when groundwater or rainwater enters the sewer system through defective or failing pipes and manholes. The amount of infiltration can be increased during storm events and seasonal variations with groundwater levels. Increases in effluent reduce the available capacity at wastewater treatment facilities and increase operations expenses.

EOM has identified 3 manholes with substantial infiltration issues. It is estimated that approximately 60,000 gallons/day of groundwater is entering the system through these manholes. This reduces the already limited capacity of the wastewater reclamation facility. In addition to the 3 manholes, other areas throughout Staffordshire are showing signs of failure and need to be inspected utilizing closed circuit television (CCTV) technology. These inspections will identify areas with structural failure and their criticality ratings. Emergency repair needs and future capital project budgeting will be based on those criticality ratings.

1. The cost to perform rehabilitation on the 3 previously identified manholes is $27,240.00.
2. The cost to perform CCTV inspections and light cleaning with a liquid vacuum truck on the manholes and gravity sewer lines in Staffordshire is $24,380.00

Alternatives for Commission to Consider
1. Approve the rehabilitation of 3 manholes and CCTV inspections for Staffordshire subdivision
2. Do not approve the rehabilitation of 3 manholes and CCTV inspections for Staffordshire subdivision

Recommended Alternative: Approve Alternate 1

Other Alternatives: None

Department Review: Engineering

Funding Source: SPLOST

Attachments: Presentation documents
Manholes on Highway 30
Manhole in Staffordshire
CCTV Inspections

Perform CCTV inspections and light cleaning with liquid vacuum truck on manholes and gravity sewer lines located the Staffordshire subdivision per NASSCO MACP and PACP standards.
Sewer Rehab Program

EOM is a certified member of the National Association of Sewer Service Companies within the field assessment, maintenance, and rehabilitation of underground sewer, water, and stormwater systems.

PROGRAM PROVIDES
- Asset Management
- Coatings & Linings (ITCP Certified)
- Evaluations (I&I Studies, SSES)
- Manhole Rehabilitation (ITCP Certified)
- CCTV Inspections

PROGRAM BENEFITS
- Structural Damage Prevention & Protection
- Trenchless Repairs
- Long-Lasting, Cost-Effective Solution
- Trained and Certified Pipeline Technicians
- Strict Safety Standards
BOTTONS-14B22A51 (REHAB and replace ring)
## General Information

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## Location

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<td>23. Street (1,2)</td>
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## Manhole

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## Measurements

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<td>40. Elevation**</td>
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<tr>
<td>42. Vertical Datum**</td>
<td>43. GPS Accuracy</td>
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* Information required if Northing, Easting or Coordinate System data is recorded.  
** Information required if Elevation or Vertical Datum data is recorded.

** Red Font Fields = Mandatory, Black Font Fields = Optional **
## MACP Inspection Form
### Manhole Component Observation Section

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<th>46. Shape (2)</th>
<th>47. Size (2)</th>
<th>48. Center Cover Size</th>
<th>49. Size Width (2)</th>
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1 = Mandatory Level 1 Inspection Required, 2 = Mandatory Level 2 Inspection Required
### MACP Inspection Form
#### Manhole Component Defect Section

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<th>Depth (feet)</th>
<th>Video Ref</th>
<th>Component</th>
<th>Code Group</th>
<th>Continuous Defect</th>
<th>Continuous Value</th>
<th>Joint</th>
<th>Step</th>
<th>Circumferential Location</th>
<th>Img Ref</th>
<th>Remarks</th>
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<td>CMI</td>
<td>RMJ</td>
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<td>J</td>
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<td>0:27</td>
<td>COI</td>
<td>HSV</td>
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<td>RMB S01</td>
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<td>0:53</td>
<td>WI JSS</td>
<td>J</td>
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<tr>
<td>5'0&quot;</td>
<td>1:00</td>
<td>WI RTB</td>
<td>S02</td>
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<td>J</td>
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<td>10:00 / 11:00</td>
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<td>2'8&quot;</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 = Mandatory Level 1 Inspection Required, 2 = Mandatory Level 2 Inspection Required
WRF Additional Sprayfield
Staff Report

Subject: Approval of Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction

Author: Alison Bruton, Purchasing Agent

Department: Engineering, Water/Sewer

Meeting Date: March 2, 2021

Item Description: Contract No. 21-105-002 Approval

Summary Recommendation: Staff recommends approval of Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction

Executive Summary/Background:

- On February 9, 2021, five (5) sealed bids were received for the construction of the Blue Jay Water Main Extension A. The full bid tabulation is attached. BRW Construction was the lowest qualified bidder with a submittal total of $1,281,110.00.
- This project is for the Installation of 12,020 lf of 16" diameter C900 DR 18 PVC water main, connection to existing 16" diameter water main, fire hydrants, sampling station, HDD directional bores with 16" diameter FPVC water main, 2-inch diameter air release valves, erosion and sedimentation control and miscellaneous road construction to repair Blue Jay Road from water main installation.
- The Contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Contract No. 21-105-002 between Effingham County and BRW Construction Group, LLC for the Blue Jay Water Main Ext. A Construction in the amount of $1,281,110.00

2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering, Finance

Funding Source: Bonds

Attachments:

1. HGB Recommendation and Bid Tabulation
2. BRW Agreement
February 10, 2021

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

RE: Blue Jay Road Water Main Extension A
Effingham County, Georgia

Dear Mr. Larson:

The following bids were received on February 9, 2021 for the above referenced project:

BRW Construction Group, LLC $ 1,281,110.00
Y-Delta, Inc. $ 1,433,509.23
E&D Contracting Services, Inc. $ 1,470,134.03*
Potter Construction, LLC $ 1,486,213.00
Helix Group Inc. $ 2,240,257.73
*Mathematical corrections applied to total.

As indicated above and on the attached Bid Abstract, the low bid was submitted by BRW Construction Group, LLC. We recommend award of the contract in the amount of $1,281,110.00 to BRW Construction Group, LLC. It is our opinion that BRW Construction Group, LLC. has the experience and resources to successfully prosecute the work.

Please contact me if you have any questions.

Sincerely,

HUSSEY GAY BELL

Chris Burke, P.E.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Abstract of Bids</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>16&quot; PVC Water Main installed via Open-Cut</td>
<td></td>
<td>9,400</td>
<td>$46.00</td>
<td>$432,400.00</td>
</tr>
<tr>
<td>2</td>
<td>16&quot; RU PVC Force Main installed by Open-Cut</td>
<td></td>
<td>1,100</td>
<td>$68.00</td>
<td>$74,880.00</td>
</tr>
<tr>
<td>3</td>
<td>16&quot; FPVC Water Main installed via Horizontal Directional Drill</td>
<td></td>
<td>1,500</td>
<td>$183.00</td>
<td>$274,500.00</td>
</tr>
<tr>
<td>4</td>
<td>16&quot; FPVC Water Main installed in Steel Casing</td>
<td></td>
<td>195</td>
<td>$185.00</td>
<td>$36,075.00</td>
</tr>
<tr>
<td>5</td>
<td>24&quot; Steel Casing installed via Jack and Bore</td>
<td></td>
<td>195</td>
<td>$450.00</td>
<td>$87,750.00</td>
</tr>
<tr>
<td>6</td>
<td>Connection to Existing 16&quot; Water Main at St. John's Elementary School</td>
<td></td>
<td>1 EA</td>
<td>$13,500.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>7</td>
<td>Connection to Existing 12&quot; Water Main on Blue Jay Road via 12&quot; RU Screen</td>
<td></td>
<td>1 EA</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>8</td>
<td>16&quot; 45° RU Bend</td>
<td></td>
<td>11 EA</td>
<td>$1,475.00</td>
<td>$16,225.00</td>
</tr>
<tr>
<td>9</td>
<td>16&quot; 22.5° RU Bend</td>
<td></td>
<td>4 EA</td>
<td>$1,485.00</td>
<td>$5,940.00</td>
</tr>
<tr>
<td>10</td>
<td>16&quot; 11.25° RU Bend</td>
<td></td>
<td>4 EA</td>
<td>$1,475.00</td>
<td>$5,900.00</td>
</tr>
<tr>
<td>11</td>
<td>16&quot; Gate Valve in Manhole</td>
<td></td>
<td>6 EA</td>
<td>$12,000.00</td>
<td>$72,000.00</td>
</tr>
<tr>
<td>12</td>
<td>16&quot; Gate Valve with Box</td>
<td></td>
<td>2 EA</td>
<td>$7,600.00</td>
<td>$15,200.00</td>
</tr>
<tr>
<td>13</td>
<td>24&quot; Air Release Valve in Pedestal</td>
<td></td>
<td>3 EA</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>14</td>
<td>Fire Hydrant Assembly</td>
<td></td>
<td>13 EA</td>
<td>$5,600.00</td>
<td>$72,800.00</td>
</tr>
<tr>
<td>15</td>
<td>Permanent Sampling Station</td>
<td></td>
<td>4 EA</td>
<td>$2,200.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>16</td>
<td>Remove &amp; Replace Concrete Drive</td>
<td></td>
<td>22 SY</td>
<td>$130.00</td>
<td>$2,860.00</td>
</tr>
<tr>
<td>17</td>
<td>Remove &amp; Replace Asphalt Drive</td>
<td></td>
<td>78 SY</td>
<td>$110.00</td>
<td>$8,580.00</td>
</tr>
<tr>
<td>18</td>
<td>Remove &amp; Replace Gravel Drive</td>
<td></td>
<td>92 SY</td>
<td>$40.00</td>
<td>$3,680.00</td>
</tr>
<tr>
<td>19</td>
<td>Grassing, Fertilization and Mulching</td>
<td></td>
<td>23,000</td>
<td>$0.60</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>20</td>
<td>Construction Entrance/Exit</td>
<td></td>
<td>1 EA</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>21</td>
<td>Single Rise Silt Fence (SD1-NS)</td>
<td></td>
<td>10,000</td>
<td>$1.50</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Double Rise Silt Fence (SD1-S)</td>
<td></td>
<td>1,000</td>
<td>$3.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Traffic Control</td>
<td></td>
<td>1 LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>24</td>
<td>Allowance for RR Protection Services and Flagman Changes</td>
<td></td>
<td>1 LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>25</td>
<td>Spraying, Spreading/Deposit of Excess Excavated Material, Remove</td>
<td></td>
<td>1 LS</td>
<td>$52,000.00</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Total Base Bid</td>
<td></td>
<td></td>
<td></td>
<td>$1,689,213.00</td>
</tr>
<tr>
<td></td>
<td>Bill Bond</td>
<td></td>
<td></td>
<td>5%</td>
<td>$84,460.50</td>
</tr>
</tbody>
</table>

Hussey Gay Bell certifies that this is a correct Abstract of Bids received February 9, 2021.

Chris Burke, P.E.
Hussey Gay Bell
Consulting Engineers
Savannah, Georgia
THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and 

BRW Construction Group, LLC __________________________________________ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All tools, materials, labor, supervision, and equipment for the Installation of 12,020 lf of 16” diameter C900 DR 18 PVC water main, connection to existing 16” diameter water main, fire hydrants, sampling station, HDD directional bores with 16” diameter FPVC water main, 2-inch diameter air release valves, erosion and sedimentation control and miscellaneous road construction to repair Blue Jay Road from water main installation.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 21-105-002 – Blue Jay Road Water Main Ext A

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Engineering Department’s Consultant Hussey Gay Bell of Savannah, Georgia, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Completion and Final Payment

3.03 The Work will be completed within 200 calendar days from receipt of a Notice Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.
ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>16” PVC Water Main installed via Open-Cut</td>
<td>9,400</td>
<td>LF</td>
<td>$46.00</td>
<td>$432,400.00</td>
</tr>
<tr>
<td>2</td>
<td>16” RJ PVC Water Main installed via Open-Cut</td>
<td>1,100</td>
<td>LF</td>
<td>$68.00</td>
<td>$74,800.00</td>
</tr>
<tr>
<td>3</td>
<td>16” FPVC Water Main installed via Horizontal Directional Drill</td>
<td>1,500</td>
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</tr>
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<td>4</td>
<td>16” FPVC Water Main installed in Steel Casing</td>
<td>185</td>
<td>LF</td>
<td>$185.00</td>
<td>$36,075.00</td>
</tr>
<tr>
<td>5</td>
<td>24” Steel Casing installed via Jack and Bore</td>
<td>125</td>
<td>LF</td>
<td>$450.00</td>
<td>$87,750.00</td>
</tr>
<tr>
<td>7</td>
<td>Connection to existing 16” Water Main at Blanford Elementary School via 16” RJ Tee, 16” RJ Sleeve and 16” Gate Valve w/box and marker</td>
<td>1</td>
<td>EA</td>
<td>$13,500.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>8</td>
<td>Connection to existing 12” Water Main on Blue Jay Road via 12” RJ Sleeve, 16” x 12” RJ Reducer and 12” Valve w/box and marker</td>
<td>1</td>
<td>EA</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>9</td>
<td>16” 45° RJ Bend</td>
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</tr>
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<td>Remove and Replace Concrete Driveway</td>
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<td>SY</td>
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<tr>
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<td>SY</td>
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<td>19</td>
<td>Remove and Replace Gravel Driveway</td>
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<td>SY</td>
<td>$40.00</td>
<td>$3,680.00</td>
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<td>20</td>
<td>Grassing, Fertilization and Mulching</td>
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<td>$0.60</td>
<td>$13,200.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Price</td>
<td>Total</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>--------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>21</td>
<td>Construction Entrance/Exit</td>
<td>1</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Single Row Silt Fence (SD1-NS)</td>
<td>10,000</td>
<td>LF</td>
<td>$1.50</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Double Row Silt Fence (SD1-S)</td>
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<td>LF</td>
<td>$3.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>24</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>25</td>
<td>Norfolk Southern Protection Services and Flagman Charges</td>
<td>1</td>
<td>LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, tree protection, mobilization/de-mobilization, clean-up, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.</td>
<td>1</td>
<td>LS</td>
<td>$52,900.00</td>
<td>$52,900.00</td>
</tr>
</tbody>
</table>

**Total Bid** $1,281,110.00

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

   a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine and less 150 percent of A/E’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

ARTICLE 7 – INTEREST

All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 4 inclusive).
5. Addenda (numbers 1 to 1, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 7 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 34, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

   A Field Order;
   1. A/E’s approval of a Shop Drawing or Sample; or
   2. A/E’s written interpretation or clarification.

ARTICLE 10 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this
Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor’s act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor’s surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys’ fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor’s services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney’s fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties’ obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.
ARTICLE 11 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;
B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on ________________ (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: ____________________________
Title: Chairman

Attest: ____________________________
Title: County Clerk
Address for giving notices:
601 N. Laurel Street
Springfield, GA 31329

CONTRACTOR:
________________________________________
By: ____________________________
Title: ____________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ____________________________
Title: ____________________________
Address for giving notices:
________________________________________
________________________________________
________________________________________
NOTICE TO PROCEED

TO: BRW Construction Group, LLC
RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 21-105-002 – Blue Jay Road Water Main Ext A

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed by ______________. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquidated” damages in an amount equal to $500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 2021

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: __________________________________________
By: ________________________________________________
Title: ______________________________________________
Date of Acceptance: ________________________________
Staff Report

Subject: Shadowbrook, Phase 5A Final Plat Approval
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 2, 2021
Item Description: Next Phase Development Company requests approval of the final plat for Shadowbrook ph 5A

Summary Recommendation:
Staff have reviewed the final plat, and inspected the roads and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:
- Next Phase Development Company’s contractors have built roads and stormwater infrastructure for phase 5A. In order to sell the 57 lots of phase 5A for home construction, the final plat must be approved, and the roads and stormwater infrastructure accepted by the Board of Commissioners.
- Water and sewer is provided by the City of Springfield (agreement attached).
- Sidewalks are in place in phases 1-3. A variance to the sidewalk requirement was granted for phase 4 (2/19/2019). Sidewalks are required for phase 5A and subsequent phases.
- EOM reviewed the plat, and inspected the right of way and stormwater infrastructure of phase 5A, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for $32,547, which is 10% of the total cost of paving, grading, and storm drainage in phase 5A.
- The County Attorney reviewed and approved the Warranty Deed and Infrastructure Agreement.

Alternatives for Commission to Consider
1 - Approve the final plat for Shadowbrook ph 5A, and accept the roads and stormwater infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative: Alternative 1 Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney

Funding Source: No new funding requested.

Attachments:
1. Final Plat for Shadowbrook ph 5A
2. Final Plat Submittal Form & Checklist
3. EOM Recommendation
4. Warranty Deed for Infrastructure
5. Bond
6. Infrastructure Agreement
7. Stormwater Maintenance Agreement
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received: ____________________ Project Number: ____________________
Date Reviewed: ____________________ Reviewed by: ____________________

Name of Subdivision: Shadowbrook Phase 5a
Name of Applicant/Agent: Corde Wilson Phone: 912-441-2319
Company Name: Next Phase Development Company, LLC
Address: 37 W. Fairmont Ave., Unit 202, Sav GA 31402
Owner of Record*: Same as above Phone: ____________________
Address: ____________________
Engineer*: EMC Engineering Services, INC. Phone: 912-232-6533
Address: 10 Chatham Center South, Savannah, Ga 31405
Surveyor*: Same as above Phone: ____________________
Address: ____________________
*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided 40.22 Zoning R-1 Number of Lots 57
Date of sketch plan approval 2006 Date of preliminary plan approval Jan 2019
List all contiguous holdings in the same ownership: PIN(s) 428-21, 428-20, 428-19, 428c-1N, 428c-1M
Water supply: Community Water & Sewer System - City of Springfield
Have any changes been made since this plat was last before the County Commission? No If so, please describe:

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge. This 7th day of August, 2020.

Applicant
Owner

Page 1 of 3
Page 5 of 23
1/26/2018
EFIFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: ____________________________ Project Number: ____________________________

Date Received: __________________ Date Reviewed: __________________ Reviewed by: __________________

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. APPLICATION FOR FINAL PLAT APPROVAL MUST BE FILED WITHIN TWELVE (12) MONTHS OF THE DATE OF APPROVAL OF THE PRELIMINARY PLAT. The Final Plat must be drawn in ink by Georgia Registered Land Survey or on material capable of producing clear and legible contact prints or photo static copies. After the Letter of Credit is approved and ALL associated fees have been paid, it is the petitioner's responsibility to obtain the necessary signatures and to record the Final Plat with Effingham County. RETURN EIGHT (8) SIGNED PAPER COPIES OF THE RECORDED PLAT TO THE EFFINGHAM COUNTY BUILDING AND ZONING DEPARTMENT.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Project Information:</td>
<td></td>
</tr>
<tr>
<td>X 1. Graphic scale.</td>
<td></td>
</tr>
<tr>
<td>X 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.</td>
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<tr>
<td>X 3. North arrow.</td>
<td></td>
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<tr>
<td>X 4. Land reference point.</td>
<td></td>
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<tr>
<td>X 5. Point of beginning designated.</td>
<td></td>
</tr>
<tr>
<td>X 6. Date of preparation (under Surveyor's signature).</td>
<td></td>
</tr>
<tr>
<td>X 7. Name of Subdivision.</td>
<td></td>
</tr>
<tr>
<td>X 8. Names of adjacent subdivisions and owners of adjoining parcels of unplatted land.</td>
<td></td>
</tr>
<tr>
<td>X 9. Names and widths of adjacent streets.</td>
<td></td>
</tr>
<tr>
<td>X 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.</td>
<td></td>
</tr>
<tr>
<td>X 11. Plat boundaries darkened.</td>
<td></td>
</tr>
<tr>
<td>X 12. Proposed building setback lines.</td>
<td></td>
</tr>
<tr>
<td>X 13. Location of all existing easements or other existing features.</td>
<td></td>
</tr>
<tr>
<td>X 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.</td>
<td></td>
</tr>
<tr>
<td>X 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.</td>
<td></td>
</tr>
<tr>
<td>X 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.</td>
<td></td>
</tr>
<tr>
<td>X 17. Express dedication to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.</td>
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<tr>
<td>X</td>
<td>18. Name, registration number, and seal of registered surveyor or civil engineer (signed and dated).</td>
</tr>
<tr>
<td>X</td>
<td>19. Location of city limit lines and county lines, if applicable.</td>
</tr>
<tr>
<td>X</td>
<td>20. Certificate of Approval – To be signed by County Commission chair</td>
</tr>
<tr>
<td>X</td>
<td>21. Signed Certificate of Accuracy</td>
</tr>
<tr>
<td>X</td>
<td>22. Signed Certificate of Ownership and Dedication - Individuals</td>
</tr>
<tr>
<td>X</td>
<td>23. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer)</td>
</tr>
<tr>
<td>X</td>
<td>24. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with Preliminary Plan (Construction Drawings).</td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 7th day of Aug, 2020.

[Signature]

Applicant

[Signature]

Owner

Notary
August 5, 2020

Mr. Charles George, P.E.
Effingham County
601 North Laurel Street
Springfield, Georgia 31329

RE: SHADOWBROOK – PHASE 5a
EMC PROJECT NO. 18-0048

Dear Mr. George,

Based upon the as-built record drawings dated August 2020, limited construction observations, and 3rd party test results, I hereby certify that the water system, sewer system, paving, and drainage system improvements appear to have been constructed in general accordance with the approved construction plans, specifications, and applicable rules of Georgia EPD for water and sewer systems.

Sincerely,

Alec B. Metzger, P.E.
Principal
Teresa Concannon  
County Planner  
Effingham Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329  

Re: Shadowbrook Phase 5A Final Plat  

Dear Ms. Concannon,  

The Shadowbrook Phase 5A has requested that the Effingham County accept roads and storm sewer system located within the Right-of-Way, and the Final Plat for recording. After review of the Plat and visiting the site, we recommend that the Right-of-Way located within the Shadowbrook Phase 5A, roads and storm sewer system located within the Right-of-Way and the Final Plat to be accepted.  

Please contact me if you have any questions or if you need any additional information.  

Sincerely,  

Srikar Velagapudi  
Civil Engineer  
EOM Operations
STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this 26th day of August, 2020 by and between Next Phase Development Company, LLC, as party or parties of the first part, hereinafter called Grantor, and The Board of Commissioners of Effingham County, Georgia, as party or parties of the second part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, his successors and assigns, all of the following described tract or parcel of land, to wit:

ALL those certain roads, situate, lying and being in the 11th C.M. District, Effingham County, Georgia, consisting of the entire rights-of-way known as Western Red Cedar Drive, Scots Pine Court, and Lodge Pole Pine Way located within Shadowbrook Subdivision, Phase 5, as more particularly described on that certain subdivision plat prepared by Gordon D. Mobley, Registered Land Surveyor No. 3046, recorded in Plat Cabinet _____, Slides/Pages _____, in the office of the Clerk of Superior Court of Effingham County, Georgia. This conveyance is inclusive of the entirety of the rights-of-way as shown on the above referenced Plats but EXCEPTING THEREFROM all the following that may be located within said rights of way: landscaping; irrigation systems; subdivision signage; electrical power/cable/telephone systems; mailboxes, residential driveways, site lighting; and, streetlights lying within the rights-of-way and public easement all located within Shadowbrook, Phase 5, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said rights-of-way and public easement, all located within Shadowbrook Subdivision, Phase 5, as shown on the aforesaid plat which is incorporated herein for the descriptive and all other purposes. Excluding any detention ponds and all water and sewer systems and lines lying within the said rights-of-way and public easement all located within Shadowbrook, Phase 5, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

TOGETHER WITH a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities and the inspection of stormwater management facilities, over, through, across, and in those areas designated as drainage and utility easements, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract, parcel of land, or premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns forever, IN FEE SIMPLE.

AND THE SAID Grantor expressly covenants that Grantor is seized of said property in good fee simple title and that Grantor has the full right, power, and authority to convey the same; that the said property and the Grantor thereof are free and clear of any liens, claims or encumbrances whatever whereby title to said property may in anywise be charged, changed, impaired or defeated and that the Grantor will forever WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever.
IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized officer on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires:

[Signature]

[NOTARIAL SEAL]


Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires:

[Signature]

[NOTARIAL SEAL]

GRANTOR:

Next Phase Development Company, LLC

By:

[Signature]

Its:

[Signature]

Attest:

[Signature]

Its:

[Signature]

GRANTEE:

Board of Commissioners of Effingham County, Georgia

By:

Wesley Corbitt

Its: Chairman

Attest:

Stephanie D. Johnson

Its: Clerk of Council
MAINTENANCE BOND

BOND NO: 41K007741

Know all men by these presents that we Next Phase Development, LLC, Principal, and The Ohio Casualty Insurance Company a corporation organized under the laws of the State of Georgia and duly authorized to transact business in the State of Georgia, as surety, are held and firmly bound unto Effingham County as Obligee in the sum of Thirty Two Thousand Five Hundred Forty Seven and 00/100 Dollars ($32,547.00), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name Shadowbrook – Phase V – Site Work
Parcel ID# 428-19, 428-20, 428-21, 428C-1N
Project Location 200 Blackwater Way, Springfield, GA 31329
Contact Name Corde Wilson Phone# (912) 354-0838
Mailing Address 37 W. Fairmont, Suite 200, Savannah, GA 31406
Email Address Beaconconde@aol.com

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on March 2, 2021 and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to maintain all required improvements and installations as described above, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]
Signed, sealed and dated this 12th day of February, 2021.

Witness

Next Phase Development, LLC
Type name of business entity, if applicable
By:

PRINCIPAL
Type Name: James C. Wilson, III
Type Title: Managing Member
Date: February 12, 2021

SURETY
The Ohio Casualty Insurance Company
Type Name: Anett Cardinale
Type Title: Attorney in Fact
GA Licensed Non-resident Agent
Date: February 12, 2021
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana herein collectively called the "Companies," pursuant to and by authority hereinafter set forth, does hereby name, constitute and appoint:

all of the city of  Birmingham state of  AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of December, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 14th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which revolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officers or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of December, 2020.

By:

Renee C. Llewellyn, Assistant Secretary
STATE OF GEORGIA
COUNTY OF EFFINGHAM

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 9th day of February, 2021 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 601 N. Laurel Street, Springfield, GA 31329 (hereinafter, the “County”), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “City”), and NEXT PHASE DEVELOPMENT COMPANY, LLC, a Georgia limited liability company, having its principal place of business at 37 W. Fairmont Avenue, Unit 202, Savannah, GA 3406 (hereinafter, “Next Phase Development Company”).

WITNESSETH:

WHEREAS, Next Phase Development Company is the fee owner of certain land located off of Log Landing Road, Effingham County, Georgia, designated as 40.22 acres, more or less, as shown on that certain map or plan made by Charles W. Tuten Jr., GA. P.L.S. No. LS002345, dated December 20, 2006, recorded in Plat Book 148, Page E in the records of the Clerk of the Superior Court of Effingham County, Georgia, attached hereto as Exhibit A to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as the “Shadowbrook Subdivision · Phase 5-A”); and

WHEREAS, Next Phase Development Company, LLC and the City have entered into a Utility Easement Agreement (attached hereto as “Exhibit 1”) granting the City the right to use and exercise all rights in and to the utility easement as shown on that certain map or plat entitled “SUBDIVISION PLAT OF SHADOWBROOK – PHASE 5-A” prepared by Gordon D. Mobley, GA. P.L.S. No. LS003046 and recorded in Plat Cabinet _____, Page ______ in the records of the Clerk of Superior Court of Effingham County, attached hereto as Exhibit B to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as “Easement Premises”); and

WHEREAS, Next Phase Development Company and the City have entered into a Water and Sewer Service Agreement (attached hereto as “Exhibit 2”) in order for the City to provide the Shadowbrook Subdivision – Phase 5-A with potable water and sanitary sewer services; and
WHEREAS, the Shadowbrook Subdivision – Phase 5-A is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, the Shadowbrook Subdivision – Phase 5-A is located within unincorporated Effingham County; and

WHEREAS, the County intends to accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by Next Phase Development Company, which include, without limitation: lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to the Shadowbrook Subdivision – Phase 5-A (collectively, the “Facilities”) are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the Facilities are or will be located inside the County-owned rights-of-way; and

WHEREAS, absent agreement to the contrary, property located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities; and

WHEREAS, the City’s perpetual ownership of the Facilities is paramount to the City’s provision of utility services to the Shadowbrook Subdivision – Phase 5-A; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County, the City, and Next Phase Development Company hereby agree as follows:

1. **Ownership of the Facilities within the County-owned Right-of-Way.** If the City accepts dedication of the Facilities and the County accepts dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1, the City shall forever be the sole owner of the Facilities located within the County-owned roads and rights-of-way, regardless of whether the Facilities are currently within the County-owned roads and rights-of-way, or placed there in the future.
IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Infrastructure Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: Wesley Corbitt
   Chairman

ATTEST:

Stephanie Johnson
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: Barton A. Alderman
   Mayor, City of Springfield

NEXT PHASE DEVELOPMENT COMPANY, LLC

By: Condie Wilson
   Member,
   Next Phase Development Company, LLC.

Signed, sealed and delivered this 23rd day of February, 2021, in the presence of:

Laura S. Green
WITNESS

NOTARY PUBLIC
This Agreement is approved as to form:

By: ________________________________

Lee Newberry
Effingham County Attorney

By: ________________________________

Benjamin M. Perkins
City Attorney, City of Springfield
EXHIBIT 1
Utility Easement Agreement between the City of Springfield, Georgia and Next Phase Development Company, LLC
EXHIBIT 2

Water and Sewer Service Agreement between the City of Springfield, Georgia and Next Phase Development Company, LLC
Effingham County
Stormwater Facility Inspection & Maintenance Agreement

THIS AGREEMENT, made and entered into this 9 day of December, 2020, by and between

(Insert Full Name of Owner) Next Phase Development Company, LLC

his/her successors and assigns, including but not limited to any homeowners association, Commercial developer, holder of any portion of the below described property, and/or similar (hereinafter called the "Landowner"), and the Effingham County Board of Commissioners, hereinafter called the "County".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Effingham County Tax Map/Parcel Identification Number) 0428 0011 0428 0020 0428 0019 0428 0001 N40 0428 0019 0428 C 0012 M 00 and recorded by deed in the land records of Effingham County, Georgia, Deed Book ______ Page ______, hereinafter called the "Property", and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Stormwater Management Plan and the Operations and Maintenance Plan (O&M) known as Shadowbrook Phase S, (insert name of development) hereinafter called "the Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Effingham County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property and in accordance with the Plan; and

WHEREAS, the County requires that on-site stormwater management facilities as shown within the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the specifications identified in the Plan.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities and perform the work necessary to keep those facilities in good working order at all times, as described in the Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater runoff. Adequate maintenance is herein defined as good working condition so that these facilities are performing their approved design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the County Administrator (or his designee). The purpose of the inspection is to ensure safe and proper functioning of the stipulated facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established and approved in the Plan.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may issue citations to the Landowner for resulting, continuing ordinance violations, on a daily basis, until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to recover the costs of such repairs from the Landowner, its successors and assigns through the appropriate means. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this AGREEMENT be construed to impose any such obligation on the County.

6. Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plan, the schedule will be followed.

7. In the event the County, pursuant to this AGREEMENT, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Effingham County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
AUTHORIZATION

OWNER:

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: [Signature]

Robert Fiandos, Member, Manager

(Type Name and Title)

The foregoing AGREEMENT was acknowledged before me this _ day of December, 2021, by

Terri Delghingaro

NOTARY PUBLIC

My Commission Expires: 4/22/2023

COUNTY OF BARROW, GEORGIA

By: [Signature]

Jim Callanan, County Manager

(Type Name and Title)
Staff Report

Subject: Resolution of Appointment/Board of Tax Assessor
Author: Stephanie Johnson
Department: Administration
Meeting Date: March 2, 2021

Item Description: Consideration to approve Resolution 021-005 to reappoint Lowell Morgan to the Board of Tax Assessor

Summary Recommendation: Commissioner Deloach requests to reappoint Lowell Morgan as representative of the Third District. Staff recommends approval.

Executive Summary/Background: The Board of Assessors was established by state law O.C.G.A. § 48-5-290. This Board consists of five (5) members serving four year staggered terms. Mr. Morgan’s term of office is set to expire March 30, 2021.

A member whose term of office is approaching expiration shall be appointed at the first meeting in March of the Board of Commissioners and shall take office on the 15th day of March following their appointment. (BOC resolution adopted 8/19/1997)

Alternatives for Commission to Consider
1. Approve Resolution 021-005 to reappoint Lowell Morgan to the Board of Assessor's as representative for the Third District.
2. Do not approve the reappointment and seek other candidates.

Recommended Alternative: Approve Alternative #1

Other Alternatives: N/A

Department Review: Administration/Tax Assessor's office

Funding Source: Department# 12

Attachments:
1. Resolution
RESOLUTION FOR APPOINTMENT TO THE EFFINGHAM COUNTY BOARD OF TAX ASSESSOR’S

WHEREAS, O.C.G.A § 48-5-290 authorizes the establishment of the county Board of Tax Assessors in each of several counties in the state; and

WHEREAS, the Board of Tax Assessors of Effingham County, Georgia is a duly constituted body pursuant to such authority; and

WHEREAS, the term of office for Lowell Morgan, a duly appointed member of the Effingham County Board of Tax Assessors, will terminate effective March 31, 2021 and

WHEREAS, pursuant to Section A-6 of Appendix A of the Official Code of Effingham County, Georgia and upon the recommendation of the Effingham County Commissioner for District 3 who has commended to the Board of Commissioners the appoint/reappoint of Lowell Morgan to the Effingham County Board of Tax Assessors beginning April 1, 2021 and terminating on March 31, 2025, said recommendation is hereby approved by the Board upon a motion made and carried.

NOW THEREFORE BE IT RESOLVED, the Effingham County Board of Commissioners appoints Lowell Morgan to the Effingham County Board of Tax Assessor’s

This 2nd day of February, 2020

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

____________________________________
Wesley M. Corbitt, Chairperson

ATTEST:

____________________________________
Stephanie D. Johnson, County Clerk
Staff Report

Subject: On Call GIS Services Contract
Author: Chris Reed, I.T. Director
Department: Information Technology / GIS
Meeting Date: 03-02-2021
Item Description: Consideration to approve contract with ALLEN ENGINEERING SERVICES, LLC for On Call GIS Services.

Summary Recommendation:
This contract would be for On Call GIS Services and Support with Allen Engineering.

Executive Summary/Background:
With the recent personnel changes in the GIS department, Staff is in need of direct help with our GIS system. Allen Engineering has staff that is on hand and has direct knowledge of our system and procedures. This service would be to support our staff when they run into issues that are outside of their knowledgebase and outside of ESRI standard support.

Alternatives for Commission to Consider:
1. Board approve the contract with Allen Engineering Services.
2. Do not approve renewal contract with Allen Engineering Services.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Information Technology / GIS / County Manager

Funding Source:
Total: On-Call Hourly Basis and not expected to exceed what has been budgeted for GIS professional services in the 2021 budget.

Attachments:
1. Allen Engineering Services Contract
2. Attachment A
Services Contract

Between

Effingham County Board of Commissioners and ALLEN ENGINEERING SERVICES, LLC.
601 North Laurel Street 173 Cubbedge Drive
Springfield, GA 31329 Rincon, GA 31326

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and ALLEN ENGINEERING SERVICES, LLC. (hereinafter called the “Contractor”). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in the PROPOSAL FOR ON-CALL GIS SERVICES submitted by Allen Engineering Services, LLC and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is for on-call services with pricing as set for in Attachment A.

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words “shall”, “will” and “must” may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss.
arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annull this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires an interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annull any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the
County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Toss Allen, Allen Engineering Services, LLC. PO BOX 1749, Rincon, GA 31326. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including but not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.
The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until June 30, 2021 without exception.
All invoices shall contain the following:

Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services
No work shall take place without advanced written approval of the County’s engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.
No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County’s engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.
Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is an "LUMP SUM" contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:
A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
B. Extended Reporting Periods: The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.
D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail,
return receipt, has been given to the County.

E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence.

Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

**ARTICLE V**

**GENERAL PROVISIONS**

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI**

**AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 2021.

ALLEN ENGINEERING SERVICES, LLC.

_______________________________
Signature

_______________________________
Title

Witness - Signature

Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY M. CORBITT, CHAIRMAN

Attest:

_______________________________
STEPHANIE JOHNSON, COUNTY CLERK

COMMISSION APPROVAL DATE:
# 2021 Hourly Rate Schedule

## GIS
- **Project Manager**: $150/HR
- **Geospatial Analyst**: $95/HR
- **Data Analyst**: $95/HR
- **Data Specialist**: $75/HR
- **Technician**: $80/HR
- **Software Developer**: $90/HR

## Field Services
- **GPS Data Acquisition**: $100/HR

## Administrative
- **Administrative Work**: $55/HR