

MAYOR
Brian West

CITY COUNCIL
Monty Parks Mayor pro tem
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



INTERIM CITY MANAGER
Michelle Owens

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

A G E N D A **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **March 28, 2024 at 6:30 PM**

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Invocation
Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

Consideration of the approval of the minutes of the meetings of the Tybee Island City Council

1. Minutes, City Council Meeting, March 14, 2024

City Manager Discussion and Action Items

Citizens to be Heard: Please limit comments to 4 minutes.

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please approached the podium. Please limit your comments to 4 minutes

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

2. JusticeOnce - Court Processing System.
3. FCMC - Hazard Mitigation Activities. Task Order 1. Contract modification does not affect the compensation not-to-exceed limit of \$416,500.
4. Lenslock Agreement - Parking Services Body Camera Equipment. \$13,281.00.

Council, Officials and City Attorney Considerations and Comments

Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.

***PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at www.cityoftybee.org.



THE VISION OF THE CITY OF TYBEE ISLAND

"is to make Tybee Island the premier beach community in which to live, work, and play."



THE MISSION OF THE CITY OF TYBEE ISLAND

"is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future."

File Attachments for Item:

1. Minutes, City Council Meeting, March 14, 2024

City Council Minutes, March 14, 2024

Mayor West called the meeting to order at 6:30PM, March 14, 2024. Those in attendance were, Nick Sears, Monty Parks, Spec Hosti, Kathryn Williams, Tony Ploughe and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Invocation: Rev. Sue Jackson, Trinity Methodist Church

Pledge of Allegiance

Consideration of Items for Consent Agenda

- Budget Amendment: Contract Services, Executive Search for City Manager

Recognitions and Proclamations

Master Chief Petty Officer Eric Risner, US Coast Guard approached Mayor and Council. Mayor West read a Proclamation in Master Chief Risner's honor and presented him with the Key to the City. Master Chief Risner is retiring after 20 years of service.

Mayor West recognized the **Tybee Island Fire Department** for their hard work in the reduction of the City's ISO Rating.

Consideration of the approval of the minutes of the meetings of the Tybee Island City Council

Minutes: February 22, 2024. Tony Ploughe made a motion to amend the minutes and add a disclaimer page to read "Public Comment Attachments". This is to clarify that comments/emails submitted by residents are not from City Council. **Bill Garbett** seconded. Vote was unanimous to approve, 6-0.

Reports from Staff

Jen Amerell approached Mayor and Council to give an **Audit Recap**. **Ms. Amerell** gave several highlights from the 2023 Financial Audit and stated a formal presentation to Mayor and Council from the audit firm will be at a future council meeting. She continued, the City is required to have an audit performed on our financial statements each year which included governmental activities, each major fund and notes to financial statements. The auditor is to obtain reasonable assurance that those financial statements are free of material misstatements and this is done by testing account balances as well as internal control procedures. The conclusion was the City's Financial Statements were presented fairly in all materials inspected. The fund balance for all governmental funds was \$16.2M at the end of the last fiscal year. The unassigned fund balance was \$4.1M and the remaining \$12.1 in fund balance was restricted for specific uses. Ms. Amerell continued with balances from other funds as well as expenditures. Ms. Williams thanked Ms. Amerell for all the attention to the Audit. She then asked if there were any findings

this year. Ms. Amerell responded there were none as there was a clean audit. Mayor West thanked Ms. Amerell.

Citizens to Be Heard

Dawn Shay approached Mayor and Council. Ms. Shay asked for Mayor and Council to move forward with economic survey. Mayor West thanked Ms. Shay.

Libby Bacon approached Mayor and Council. She shared her concerns with STR's. Mayor West thanked Ms. Bacon for her comments.

Richard Faulkner approached Mayor and Council. He spoke to STR's.

Eric Pulcha approached Mayor and Council. He introduced his family and stated he supports an economic study and asked Mayor and Council to move forward with the Study. Mayor West thanked Mr. Pulcha for his comments.

Roger Huff approached Mayor and Council. Mr. Huff shared his concerns with the proposed STR ordinance. Mayor West thanked Mr. Huff for his comments.

Keith Gay approached Mayor and Council. He asked Mayor and Council to delay moving forward with the proposed STR ordinance. Mayor West thanked Mr. Gay for his comments.

David Roberts approached Mayor and Council. Mr. Roberts expressed his concerns with STR's and their effect on the neighborhoods. Mayor West thanked Mr. Roberts.

Spec Hosti made a motion to approve the consent agenda. **Kathryn Williams** seconded. Vote was unanimous to approve, 6-0.

Public Hearings

2024 Private Parking Lots – Renewals - All Requirements Met. Mayor pro tem Parks asked Mr. Hughes if approval needed to be done individually or collectively. Mr. Hughes responded it is up to Council but if they had questions regarding one application, it would be done individually. Mayor West asked if anyone was opposed to doing individually. Mayor pro tem Parks asked Ms. Owens if there have been any complaints or violations on any of the parking lots. She responded no, none to include infractions in following the site plan. Mayor pro tem Parks asked for clarification of dates for operation. Ms. Owens responded it would be from Memorial Day through Labor Day and if 4th of July is on a week day, would be included. Mr. Hughes stated all the requirements have been met. Marianne Bramble approached Mayor and Council. She asked Mayor and Council to include a weekend in April due to Spring Break. Ms. Williams asked if Mayor and Council could adjust the hours of operation. Mr. Hughes confirmed that it could be done at this time. Will Jordan approached Mayor and Council. Mr. Jordan stated he works the commercial lot and does not feel he falls under the restrictions of residential lots. Russell Bridges approached Mayor and Council. Mr. Bridges stated the hours and dates of operation are not in the ordinance but what Mayor and Council have approved over the years. He appreciates consideration for an additional weekend. Roger Huff approached Mayor and Council. Mr. Huff stated he was confused over the public hearing portion of the meeting. He asked if Mayor and Council were trying to change the ordinance at this time. Mayor West thanked Mr. Huff for his comments. **Monty Parks** made a motion to approve as presented. **Spec Hosti** seconded. **DISCUSSION.** Mr. Sears stated they

need to specify the hours of operation. **Monty Parks** amended his motion to include the hours of operation being 10:00AM to dusk or one hour after dusk for special events. The 4th of July is also included if it falls other than a weekend is also included. **Nick Sears** seconded. Vote was unanimous 6-0 to approve.

Site Plan Review: Right of Way Upgrades: Corner of 17th Street and Inlet Avenue, Walt Freeman. **George Shaw** approached Mayor and Council. Mr. Shaw stated Mr. Freeman owns the lot at 17th and Inlet and previously had Site Plan Approval for four (4) town homes on the property. Mr. Freeman, at his own expense, would like to improve the wide grassy corner of that is public property. This would not only be an amenity for the City but also improve his property. Mr. Shaw stated he is proposing a paver sidewalk, five (5) designated parking spaces and will have landscaping and a rolled curb. Staff has recommended approval and the Planning Commission unanimously approved. Ms. Williams stated she has questions regarding the parking on 17th Street as she feels using parallel parking the City would lose a number of spaces. She would like this Site Plan Review to come back to Mayor and Council using angled parking. Mr. Shaw confirmed this is all public parking, City right-of-way. There was a discussion regarding parallel and angled parking and the number of spaces available. Ms. Williams complimented Mr. Freeman and the work he has done around the Island. She recommended the Site Plan come back before Mayor and Council showing angled parking. **Walt Freeman** approached Mayor and Council. He stated he appreciates the opportunity to do this project and there are other commercial properties around this area as it is a transitional part of the Island, commercial to residential. He is asking Mayor and Council to approve the site plan as presented. Mr. Garbett stated he wants to ensure there will be no trespassing or no parking signs in the area. This will be a pay to park area. Mr. Freeman confirmed as it is a City property. He continued the property will be heavily landscaped and his intent is to put in an irrigation system. Ms. Williams asked Ms. Owens if she has spoken with the Georgia Department of Transportation (GDOT) regarding their need in the future for that area. Ms. Owens responded their plans for the future stop at the Park of Seven Flags. Mr. Freeman stated he will cooperate with GDOT and their plans for that area. **Marianne Bramble** approached Mayor and Council. Ms. Bramble stated she is in favor of angled parking and parking means everything on Tybee in the summer. Mayor West thanked Ms. Bramble for her comments. **Patricia Leiby** approached Mayor and Council. Ms. Leiby stated this looks like a great plan that would improve Tybee Island. She is in favor of this project. Mayor West thanked Ms. Leiby. **David Roberts** approached Mayor and Council. Mr. Roberts stated the Planning Commission did not consider the angled parking. He explained the standard for parking spaces and the dimensions do not support angled parking. The Planning Commission liked the Plan as it was presented. **Bill Garbett** made a motion to approve. **Nick Sears** seconded. Voting in favor were Bill Garbett, Nick Sears and Spec Hosti. Voting against were Tony Ploughe, Kathryn Williams and Monty Parks. Mayor West voting in the affirmative. Motion to approve, 4-3.

Special Review for a Residential Bed and Breakfast: 1206 Venetian Drive: Judith Compton. **George Shaw** approached Mayor and Council. Mr. Shaw stated the house has a small one bedroom apartment above the main house. This property has been a B&B in the past which includes parking in front of the residence.

There was a discussion regarding buffering. Mr. Shaw stated there are fences on the back of the property but no anticipation of the guest being in the back of the property. One the right side of the property is an empty lot which she leases so she can get to the back of the property. Planning Commission voted to approve this request, 5-1. Mr. Sears asked if a buffer is required to be six (6) feet tall. Mr. Shaw stated no as the buffer could be the empty lot (space). The neighbors have written letters stating a buffer/fence is not needed. Mr. Garbett confirmed this request is for special review. Mayor pro tem Parks recommended a heavily conditioned approval on this request would be appropriate. If there are complaints, a required six (6) foot fence or buffer would be required. Mr. Hosti stated he feels the ordinances needs to be changed as there is not a need for a fence around a B&B. Ms. Williams reminded everyone, this was a B&B for several years without any issues. She does agree with Mr. Hosti the ordinance as the buffer needs to be in-line with the buffer definition and needs to be clear of the intent to prevent intrusion to the neighbors. If there are issues, in the future a buffer could be put in place. **Keith Gay** approached Mayor and Council. Mr. Gay stated he successfully operated a B&B for several years on 13th Street. He continued, a B&B is a unique commodity as the visitors come to enjoy the Island and he encourages approval. **Monty Parks** made a motion to accept with the condition that should any noise or disreputable behavior occur, Mayor and Council have the right to enforce a six (6) foot fence around the property. **Spec Hosti** seconded. Voting in favor were Monty Parks, Spec Hosti, Kathryn Williams, Tony Ploughe and Bill Garbett. Voting against was Nick Sears. Motion to approve, 5-1.

Consideration of Bids, Contracts, Agreements and Expenditures

Main Street: Expand Scope of Work for Tybrisa St. Electrical Upgrade. NO ACTION TAKEN – REMOVED FROM AGENDA.

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes stated he met with Mr. Forsyth regarding the status of his STR permit. This is a unique situation as the permit was revoked without notice or a hearing and it was determined as part of the hearing and other circumstances, the permit should be deemed reinstated. The Forsyth's are now on the same footing as would be anyone else that has a permit in the 2020 period. Mr. Hughes stated there does not need to be a vote.

Brian West discussed a **Request for an Economic Impact Study about the proposed STR Ordinance.** Ms. Owens recommended this be outsourced, as there is not sufficient Staff to perform the task. Ms. Williams asked Mayor West the scope of this Study. Mayor West confirmed he is looking to find the economic impact to the City of Tybee from the loss of rentals in residential neighborhoods. Mr. Garbett stated he is not in favor of outsourcing when the Finance Department could do the Study. Mayor West did not agree, as it would be a financial hardship on the budget and Staff. Mr. Sears recommend this be postponed for discussion until next workshop where the structure of the Study can be discussed. **TO BE DISCUSSED AT AN UPCOMING WORKSHOP.**

Tony Ploughe recused.

Nick Sears: Consideration of sending proposed STR ordinance to the Planning Commission for its review and investigation and approval or disapproval. **Nick Sears** made a motion that the proposed Ordinance 2024-02 in form set out at item 12 of the packet (but without the redlining) be sent to the Planning Commission for its review and approval or disapproval at a public hearing to be held at its April 15th regularly scheduled meeting and that the required advertisements for the public hearing be run within the required period prior to the hearing. **Bill Garbett** seconded. Voting in favor were Nick Sears, Monty Parks, Kathryn Williams, and Bill Garbett. Voting against was Spec Hosti. Vote to approve, 4-1.

Kathryn Williams recommended moving forward with a **Resident Sentiment Survey**. Ms. Williams stated a previous Study was done involving data from 4,000 visitors from July 2021 through September 2022. The Study provides information on the typical Tybee visitor as well as the tourism economic impact on Tybee Island. She asked that Mayor and Council direct Staff to prepare a request for proposal for a Study and honor the commitment that made to the citizens in 2021. Ms. Owens stated with that Study, Visit Tybee paid half the cost of the Study from Georgia Southern. She asked the direction of Mayor and Council. Ms. Williams stated Georgia Southern would be an option as they already have the parameters for the Study. Ms. Owens stated she will reach out to Georgia Southern. Mayor pro tem Parks is in favor of moving forward and would like it if the City Council had a liaison on this Study. He then recommended Ms. Williams as she could work with Ms. Owens going forward. Ms. Owens will reach out to Georgia Southern.

Tony Ploughe returned to the Dias.

Michelle Owens gave an updated on Spring Break functions.

Monty Parks made a motion to adjourn to executive session to discuss Litigation, Personnel and Property Acquisition. **Spec Hosti seconded**. Vote was unanimous, 6-0. **Spec Hosti** made a motion to adjourn and return to regular session. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Bill Garbett made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Meeting was adjourned at 9:45PM.

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

2. JusticeOnce - Court Processing System.



Contract Identification:
Number: - AR02022024-TybeeIslandGA

NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Chatham

JusticeONE® (herein "JSO"), for good and valuable consideration, hereby grants a nonexclusive license to:
City of Tybee

(END USER)

403 Butler Avenue | Tybee Island, GA 31328

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Visual Court Management System	1	Included
Shield of Justice NCIC Court	2	Included
JusticeONE® Pay	1	4% PoS/5.5% Web

\$ 7.00 dollars per violation or \$ 500.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

Refer to EXHIBIT-A for payment instructions

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of March 2024 to which witness our hands and seal of office.

Licensee

JusticeONE®

Signature:

Signature:

Print:

Print:

Alec Redwine

Title:

Title:

Account Executive

Date

Date:

02/19/2024

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence March 1, 2024 and shall continue to and including February 28, 2025. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 March 2024 the Client shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 7.00 per paid violation or a minimum monthly amount of \$ 500.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.



Contract Identification:
Number: - AR02022024-TybeeIslandGA

EXHIBIT-A

P: 678-884-0165
E: finance@justice-one.com

***Payment Address and Correspondence Instructions ***

Dear Valued Client:

Please see payment remittance and correspondence instructions below.

Please direct all ACH Transfers to the following:

Bank Name: Truist Bank
Bank Address: 303 Peachtree St NE Fl 32
Atlanta, GA 30308
Account Name: Courtware Solutions DBA JusticeOne
ABA#: 021052053
Account #: 39494961

Please mail all checks to the following lockbox locations:

Mailing Address

Courtware Solutions Inc DBA JusticeOne
P.O. BOX 117767
ATLANTA, GA 30368-7767

Overnight Delivery

Courtware Solutions Inc DBA JusticeOne
Attn: 117767
100 South Crest Drive
Stockbridge, GA 30281

Please include ALL Invoice Numbers on Checks and ACH remittances

CORRESPONDENCE ADDRESS – Please only send checks and remit to P.O. Box. All other documents shall be mailed to 5917 Edenfield Dr. Suite 110 Acworth, GA 30101.

If you are only able to make payment by wire transfer, please call us at 678-884-0165 for wire transfer instructions. If you have any questions about this request, please feel free to contact our Finance Department at 678-884-0165 to verify.

Best regards,

Finance Department

EXHIBIT – B

CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

(CJA or G-NCJA)

(ORI)

and

(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) that is involved in the administration of criminal justice and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A. § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request. In addition, the vendor shall notify the CJA or G-NCJA when the vendor ownership or name changes, to include merging of entities.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

CJA or G-NCJA Signature

Vendor Signature
David Hamil

CJA or G-NCJA Signature

Vendor Signature

David Hamil

Print Name

Print Name

Date

Date

Vendor Address: _____

Administration of Criminal Justice is defined as, the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.



Payment Services
New Account Onboarding



ABOUT YOU

First Name

Last Name

Middle Name

Title

Address

City

State

Zip

ABOUT YOUR GOVERNMENT AGENCY

Legal Name

Type

Physical Address

City

State

Zip

Year Established

Federal Tax ID

Point of Contact Name

Point of Contact E-mail

Point of Contact Phone

WEB Address

Banking Information

Bank ACH Route Number

Bank Account Number

Confirm Bank Account Number

PLEASE SUBMIT A VOIDED COPY OF CHECK OR BANK LETTER WITH ACCOUNT INFORMATION

Type of Funding

Average Monthly Volume



JusticeONE PayONE – Court Payment Processing

Onboarding Checklist:

- a. Completed Onboarding Form (attached)
- b. Voided Copy of Check or Bank Letter that includes Account Information.
- c. Completed W-9 Form(attached)
- d. Agency Logo
- e. Current OLP percentage/amount.
- f. Current POS percentage/amount.
- g. List of current rules that might apply for your agency for violators paying online.

CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND _____

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: _____

By: _____

Printed Name

Date

Title

Date

Attest: _____

File Attachments for Item:

3. FCMC - Hazard Mitigation Activities. Task Order 1. Contract modification does not affect the compensation not-to-exceed limit of \$416,500.

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

Between *City of Tybee Island, GA* and FCMC, LLC

Task Order Contract

CONTRACT MODIFICATION

Project Number – Task Order: 1

The original period of service will expire on June 30, 2024. On May 18th, 2023, FEMA notified the City the Period of Performance extension request was approved for 4338-0004 through April 14, 2025. This contract modification is to extend the period of service from July 1, 2024 through June 30, 2025.

All other terms and conditions will remain in effect. This contract modification does not affect the compensation not-to-exceed limit of \$ 416,500.00.

ISSUED AND AUTHORIZED BY:

BY:

CITY OF TYBEE ISLAND

By: _____

Title: _____

ACCEPTED AND AGREED TO

FCMC, LLC

By: _____

Title: _____

This is a non-exclusive contract Agreement effective as of Aug 25, 2022 between *The City of Tybee Island* [CLIENT], having its principal office at 403 Butler Avenue, Tybee Island, GA 31328 and *FCMC, LLC*, a limited liability company chartered under the laws of the State of Delaware, having its principal place of business at P.O. Box 12293, Tallahassee, FL 32317.

The CLIENT requires the services of a qualified firm to perform certain professional services for the CLIENT's projects at various locations.

The CLIENT intends to engage FCMC, LLC to perform certain professional services related to the City of Tybee Island's hazard mitigation activities.

The Assignment will have the following characteristics: On an as-needed basis, the CLIENT will issue Task Orders to FCMC, LLC describing the work required under this Agreement. In response, FCMC, LLC will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties.

In consideration of the mutual promises herein, FCMC, LLC and the CLIENT agree that the terms and conditions of this Agreement are the following:

1. BASIC SERVICES

Scope. FCMC, LLC shall provide the Basic Services as described in individual Task Orders authorized in writing by the CLIENT. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. FCMC, LLC's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder.

- 1.1. **Standard of Care.** FCMC, LLC shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [Standard of Care]. These services will be provided by FCMC, LLC and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.2. **Instruments of Service.** FCMC, LLC is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called Service Instruments] and other services provided under this Agreement.
- 1.3. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.4. **Subcontractors.** Any subcontractors and outside associates of FCMC, LLC to be engaged by FCMC, LLC under this Agreement are limited to those identified in executed Task Orders or as the CLIENT specifically approves during the performance of a Task Order.
- 1.5. **Request for Proposal and Response.** The City had submitted a request for proposal for the services contemplated by this contract and FCMC, LLC provided a response. All provisions herein are to be construed consistently with the request for proposal and the response by FCMC, LLC. When conflicts arise, this contract shall govern.

2. ADDITIONAL SERVICES

- 2.1. **Scope.** FCMC, LLC will provide the Additional Services when authorized by the CLIENT in writing in a Task Order or amendment to a Task Order.

3. THE CLIENT's RESPONSIBILITIES

Unless stated otherwise in Section 8 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 3.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders.
- 3.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the CLIENT.

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

Between *City of Tybee Island, GA* and FCMC, LLC

Page 2 of 8

Task Order Contract

- 3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the CLIENT relevant to a Task order.
- 3.4. **Access.** Arrange for FCMC, LLC to enter upon property as needed for completion of a Task Order.
- 3.5. **Review.** Respond to FCMC, LLC's request for decisions or determinations.
- 3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 3.7. **Project Developments.** Give prompt written notice to FCMC, LLC whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FCMC, LLC's services.

4. PERIODS OF SERVICE

- 4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.
- 4.2. **Start of Performance.** FCMC, LLC will start the Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, FCMC, LLC shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the CLIENT's authorized representative.
- 4.3. **Force Majeure.** If a force, event, or circumstance beyond FCMC, LLC's or the CLIENT'S control interrupts or delays FCMC, LLC's performance, the time of performance shall be equitably adjusted.
- 4.4. **Term.** Notwithstanding any other provision hereof, the contract will terminate at the end of each fiscal year of the City (6-30-20xx) without further obligation on the part of the City. However, the contract will automatically renew for the term otherwise stated herein, unless the city has provided notice of nonrenewal 90 days in advance of the end of its fiscal year.

5. COMPENSATION

- 5.1. **FCMC, LLC Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule B), the CLIENT shall pay FCMC, LLC the amount stated in invoices issued for and in accordance with each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the CLIENT within 30 days after receipt of invoice.

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT may change Services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to FCMC, LLC performing the changed services. Such changes can only be required by the CLIENT's authorized representative.
- 6.2. **Confidentiality and Proprietary Information.** FCMC, LLC will hold secret and confidential all information designated by the CLIENT as confidential [**Confidential Information**]; however, the parties recognize that the City is subject to the Georgia Open Records Act. FCMC, LLC will not reveal Confidential Information to a third party unless:
 - 6.2.1. the CLIENT consents in writing;
 - 6.2.2. the information is or becomes part of the public domain;
 - 6.2.3. applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
 - 6.2.4. failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 6.3. All specifications, technical information, and other information furnished to CLIENT by FCMC, LLC or developed by FCMC, LLC in connection with the work are, and will remain, the property of the CLIENT.

7.0. Disputes and Dispute Resolution.

7.1. Disputes. If a dispute or complaint [**Dispute**] arises concerning this Agreement, the CLIENT and FCMC, LLC will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

7.2. Negotiation. Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

7.3. Mediation. If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement.

7.3.1. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the

7.4. Venue. The parties agree that in the event any dispute is not resolved in accordance with the above procedures any civil action arising as a result of any such dispute shall be maintained only in a court located in Chatham County, Georgia or in the United States District Court for the Southern District of Georgia, Savannah Division and each party hereto agrees to submit itself to any such court.

8.0. Interpretation. This Agreement shall be interpreted in accordance with the laws of Georgia.

9.0. Insurance. FCMC, LLC will maintain **insurance** against the following risks during the term of the Agreement:

9.1. workers compensation in statutory amounts and employer's liability for FCMC, LLC's employees' project-related injuries or disease;

9.2. general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from FCMC, LLC's performance under this Agreement; and

9.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of FCMC, LLC's failure to meet the Standard of Care.

10.0. Indemnification.

10.1. FCMC, LLC hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of FCMC, LLC or others for whose acts FCMC, LLC is responsible under this Agreement.

11.0. Limitation of Liability. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the parties agree that neither the CLIENT nor FCMC, LLC shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by FCMC, LLC hereunder, in no event will FCMC, LLC's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed two times FCMC, LLC's fees for services from which the liability arises.

12.0 Successors. This Agreement is binding on the successors and assigns of the CLIENT and FCMC, LLC. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the CLIENT.

13.0. Independent Contractor. FCMC, LLC represents that it is an independent contractor and is not an employee of the CLIENT.

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

Between *City of Tybee Island, GA* and FCMC, LLC

Page 4 of 8

Task Order Contract

- 14.0. Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.
- 15.0. Entire Agreement.** This Agreement, including FCMC, LLC's Schedules, Attachments, and Task Orders executed pursuant to this Agreement, is the entire agreement between the CLIENT and the FCMC, LLC. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and FCMC, LLC.
- 16.0. Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 17.0. Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon thirty (30) days prior written notice to the other Party, and shall remain in force until so terminated. All information, data, materials, software and any other materials provided to the Party must be returned to the other Party upon termination of the Agreement.

18.0. Effective Date. This Agreement is effective on the date shown on the cover page.

19.0. SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

19.1. Special Provisions. This Agreement is subject to the following special provisions:

Duties and Responsibilities of FCMC, LLC. FCMC, LLC or its representatives may be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by FCMC, LLC will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

Limitations of FCMC, LLC's Responsibilities. FCMC, LLC will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. FCMC, LLC will not be responsible for contractors' or their subcontractor's failure to perform the work in accordance with their contract with the CLIENT or any other agreement. FCMC, LLC will not be responsible for the acts or omissions of contractors, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the work.

19.2..Schedules. The following **Schedules** are attached to and made a part of this Agreement:

19.3.. Schedule A *Sample Task Order Form*

19.4. Schedule B *Fee Schedule*

Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and FCMC, LLC. The representatives of the CLIENT and FCMC, LLC who have signed below have been authorized to do so.

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
Between *City of Tybee Island, GA* and FCMC, LLC

Page 5 of 8
Task Order Contract

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

City of Tybee Island [CLIENT]

FCMC, LLC

By Shirley Senious

By [Signature]

Title Mayor

Title President

Witness [Signature]

Witness [Signature]

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: **1**

Subject to the Agreement between *the City of Tybee Island, GA* [the CLIENT] and **FCMC, LLC**, effective August 25, 2022, the CLIENT hereby authorizes FCMC, LLC to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

1. Basic Project Information

Project Name: City of Tybee Island HMGP Grant Administration

CLIENT Representative: George Shaw, Community Development Director

FCMC, LLC Representative: Jared Davis, Project Manager

2. **Scope of Services:** FCMC, LLC shall perform its Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order. 2 CFR 200, Appendix II is incorporated herein by reference.
3. **Period of Service:** The period of service shall be through June 30, 2024.
4. **Compensation:** FCMC, LLC's compensation under this Task Order is a not-to-exceed fee of \$416,500.
5. This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.
6. **Special Conditions:**
None identified at this time.

ISSUED AND AUTHORIZED BY:

CITY OF TYBEE ISLAND

By: Shirley Serrano

Title: Mayor

ACCEPTED AND AGREED TO BY:

FCMC, LLC

By: J. C. Davis

Title: President

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: 1

Attachment 1

Scope of Services

1.) Scope of Services

The City of Tybee Island has recently been awarded a FEMA Hazard Mitigation Program Grant to elevate up to forty-nine (49) homes on the island, to be completed in two batches. FCMC will perform grant management services to administer all phases of the grant contract with GEMA to include reimbursement requests, record keeping, reporting and close out. Additional activities would include public workshops and meetings, individual meetings with homeowners, updates to city council and coordination with city staff.

Requirements include:

- Conduct public meeting for all eligible homeowners to explain the process
- Vet contractors to ensure minimum qualifications are met
- Work with our finance director to create a budget for the project
- Manage cash flow from GEMA including all necessary record keeping and reporting
- Manage payouts in keeping with FEMA guidelines including all necessary record keeping and reporting
- Present project updates to City Council quarterly
- Submit grant amendments as necessary
- All other tasks necessary for administering grant to FEMA specifications
- Close out the grant as required by FEMA

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: 1
Attachment 2
Fee Schedule

- 1.) **Pricing.** The contractor shall submit monthly invoices for services completed in accordance with the rate table.

Principal	\$200/hour
Project Manager	\$145/hour
Deputy Project Manager	\$120/hour
Technical Support	\$95/hour

- 2.) **Expenses and Travel.** The amount identified in section 1 of the Fee Schedule is inclusive of FCMC expenses required to complete this task order.

File Attachments for Item:

4. Lenslock Agreement - Parking Services Body Camera Equipment. \$13,281.00.



LENSLOCK

City of Tybee Island Parking Services, GA

LensLock Regional Manager

Cory Bone

770-286-6706

CDB@LensLock.com

13125 Danielson Street, Suite 112

Poway, CA 92064

U.S.A.

**LensLock Inc.**

"Securing Trust - One Incident at a Time"
 13125 Danielson St., Suite 112
 Poway, CA 92064 - U.S.A.
 Toll Free - 888-538-0589
www.LensLock.com

SHIP TO:

Tybee Island Parking Services
403 Butler Ave.

Tybee Island, GA 31328

Customer ID # TBD

Attention: **Walter Hattrich**

Issued:	March 18, 2024
Proposal Valid for 90 Days	
Proposal Num:	24-043

Services:	BWC
Payment Due:	TBD
Length of Service:	60 Months
Commencement:	TBD

SALES REPRESENTATIVE:

Cory Bone Regional Manager
 770-286-6706

CDB@LensLock.com

Year 1

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
19	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$699.00	\$13,281.00
2	Gen 12 Body Worn Camera Service - Spare/Backup	\$0.00	INCLUDED
1	LensLock DSX - Docking Station	\$1,700.00	INCLUDED
19	LensLock Accessories: Magnet, Gator Clip, Charging Cables	\$0.00	INCLUDED
1	60-Month Hardware Guarantee	\$0.00	INCLUDED
1	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	\$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	\$0.00	INCLUDED
SUBTOTAL:			\$13,281.00
YEAR 1 TOTAL:			\$13,281.00

Summary of 5-Year Payments

Payment			Amount
Year 1:	May 1, 2024	April 30, 2025	\$13,281.00
Year 2:	May 1, 2025	April 30, 2026	\$13,281.00
Year 3:	May 1, 2026	April 30, 2027	\$13,281.00
Year 4:	May 1, 2027	April 30, 2028	\$13,281.00
Year 5:	May 1, 2028	April 30, 2029	\$13,281.00
Grand Total			\$66,405.00

[LensLock Terms and Conditions](#)



LensLock Inc.

"Securing Trust - One Incident at a Time"

13125 Danielson St., Suite 112

Poway, CA 92064 - U.S.A.

Toll Free - 888-538-0589

www.LensLock.com

CLIENT: [City of Tybee Island](#)

(Name - Title)

(Signature)

(Date)

VENDOR: LensLock, Inc.

[Andrew Lynch - Executive Vice President](#)

(Name - Title)

(Signature)

(Date)



CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND _____

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: _____

By: _____

Printed Name

Date

Title

Date

Attest: _____