



*Procurement Department*

*Mrs. Geri Sams, Director*

**LETTER OF INTENT TO PURCHASE ONE (1) VEHICLE FROM THOMSON MOTOR CENTER**

This letter of intent dated, April 16, 2024, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: one (1) Dodge Durango Pursuit SUV for the Sheriff's Offices.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Thomson Motor Center: 2158 Washington Road, NE, Thomson GA 30824
3. **Vehicles Total Purchase Price:** \$54,546.00 as listed below:
  - a. One (1) Vehicle – Sheriff's Office – Pursuit Durango at \$54,546.00

The specific specifications and pricing information for these purchases are attached.

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Geri A. Sams  
Director of Procurement

Attachments: Vehicles Purchase Price /Specifications

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your  
smartphone or camera equipped  
tablet to visit the Augusta, Georgia



## Central Services Department

Ron Lampkin, Interim Director  
LaQuona Sanderson, Fleet Manager

Fleet Management  
1568-C Broad Street  
Augusta GA 30904  
Phone: (706) 821-2892

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Director  
**FROM:** Ron Lampkin, Interim Director, Central Services Director  
**DATE:** April 3, 2024  
**SUBJECT:** Request to Utilize the Homeland Security Grant to Purchase a Dodge Durango for the Richmond County Sheriff's Office – K9 Division

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Central Services-Fleet Management request to utilize the Homeland Security Grant to purchase a Dodge Durango for the Richmond County Sheriff's Office. A "Letter of Intent" (LOI) is requested to secure a 2023 Dodge Durango at Thomson Motor Center.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge Durango manufacture pricing for 2024 Dodge Durango's were closed and there is a stock inventory on the vendors car lot. The vendor requested a LOI to hold the order until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

The Richmond County Sheriff's Office K9 Division has lost three vehicles in two years. Asset #209257, a 2009 Chevrolet Tahoe, was deadline due to engine failure. Asset #209258, a 2009 Chevrolet Tahoe and Asset #219015, a 2019 Ford Explorer were totaled in separate vehicle accident.

Please approve the use of the Homeland Security Grant (220-03-9314/54.22110), state contract and LOI in total amount of \$54,546 to purchase the Dodge Durango from Thomson Motor Center. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



## Central Services Department

Ron Lampkin, Interim Director  
LaQuona Sanderson, Fleet Manager

Fleet Management  
1568-C Broad Street  
Augusta GA 30904  
Phone: (706) 821-2892

### MEMORANDUM

'24APR 8 1:28PM

**TO:** Geri Sams, Director, Procurement Director

**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Director

**DATE:** April 3, 2024

**SUBJECT:** Request to Utilize the Homeland Security Grant to Purchase a Dodge Durango for the Richmond County Sheriff's Office – K9 Division

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The vendor, Thomson Motor Center, informed Fleet Management that the Dodge Durango manufacture pricing for 2024 Dodge Durango's were closed and there is a stock inventory on the vendors car lot. The vendor requested a LOI to hold the order until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

The Richmond County Sheriff's Office K9 Division has disposed of the following three vehicles in the last two years:

- Asset #209257, 2009 Chevrolet Tahoe – due to engine failure
- Asset #209258, 2009 Chevrolet Tahoe and asset #219015, 2019 Ford Explorer – due to vehicle accidents

Please approve the use of the state contract and LOI in total amount of \$54,546 to Thomson Motor Center. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

# THOMSON



Mac McAlister Fleet Manager  
2158 Washington Road NE, Thomson GA 30824  
Office: 706-986-5714 Cell: 706-699-1624

1/4/2024

<b>Buyer:</b>	AUGUSTA GEORGIA
	535 TELFAIR STREET SUITE 800
	AUGUSTA GA 30901

<b>Phone:</b>	
<b>Fax:</b>	

<b>Cell:</b>	

<b>Phone:</b>	
<b>Fax:</b>	

<b>Make:</b>	DODGE
<b>Model:</b>	DURANGO PURSUIT V6 AWD
<b>Year:</b>	2023
<b>Color:</b>	SILVER AND DESTROYER GRAY
<b>VIN:</b>	
<b>Stock #:</b>	
<b>Mileage:</b>	10

<b>Make:</b>	
<b>Model:</b>	
<b>Year:</b>	
<b>Color:</b>	
<b>VIN:</b>	
<b>Stock #:</b>	
<b>Mileage:</b>	
<b>ACV:</b>	

MSRP	\$44,350.00
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<b>Sale Price</b>	<b>\$39,959.00</b>
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Options Included		
3.6L V6 24V VVT Engine Upg I w/ESS	8-Spd Auto 850RE Trans	included in price
Cloth Bucket Seats W/Rear Vinyl	Deactivate Rear Doors/Windows	included in price
Black Left LED Spot Lamp	4 Additional Key Fobs	included in price
		included in price
Available Options		
Options Total		

<b>Sub Total</b>	<b>\$39,959.00</b>
DOC	
Tag	
<b>Units</b>	<b>1</b>
<b>Balance Due</b>	<b>\$39,959.00</b>

Manager Mac McAlister

Customer \_\_\_\_\_

## WEST WARNING EQUIPMENT SALES &amp; SERVICE, LLC

## QUOTE

115 SAND BAR FERRY ROAD  
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/16/2024	7822

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFWBF(XXXX)	2023 DURANGO- K-9 SLICK TOP SOUND OFF nFORCE INTERIOR WINDSHIELD BAR 12 LED DUAL COLOR- BLUE/WHITE	1,125.00	1,125.00
2	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED DUAL COLOR -BLUE/WHITE (GRILL)	130.00	260.00
2	WWE-GRILLBRKT	WWE-GRILL BRACKET	25.00	50.00
1	SOU-ENFWBRF(XXX)	SOUND OFF ENFWBRF(XXX) REAR DECK INTERIOR BAR- 8 MODULE DUAL COLOR - BLUE/AMBER	1,125.00	1,125.00
2	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE ( TAG )	130.00	260.00
1	SOU-ETSA461HPP-...	SOUND OFF ETS461HPP-EXT nERGY 400 SERIES HANDHELD REMOTE SIREN W/ 13' COIL LENGTH	475.00	475.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	NEN-DURANGO21-...	NEN-DURANGO 21-23 POLICE CENTER CONSOLE KIT	525.00	525.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT - ALL FOUR DOORS WITH 6" STRIP	350.00	350.00
1	DECAL	DECAL KIT- "GHOST" (MODELED AFTER 2021 EXPEDITION)	390.00	390.00
1	WAY-44251	WAYTEC 44251 TOGGLE SWITCH	8.00	8.00
1	HAV-PKG-PSM-145	HAVIS PKG-PSM-145 11-16 DURANGO STANDARD PASSENGER SIDE MNT STAND	450.00	450.00
1	CGPS-BR305-USB-8	CANADA GPS BR305-USB-8 GPS USB ADAPTOR CABLE	50.00	50.00
1	CGPS-MR-350N	CGPS-MR-350N GPS RECEIVER	105.00	105.00
1	Misc	SETINA STANDARD K9 KENNEL FOR DODGE DURANGO	3,600.00	3,600.00
1	SET-WATERBOWL	SETINA WATER BOWL FOR K-9 KENNEL	100.00	100.00
1	Misc	SHOP SUPPLIES (WIRE,LOOM,FUSES,ETC)	175.00	175.00
1	LABOR	LABOR TO INSTALL ABOVE & CUSTOMER SUPPLIED ACE K9 HEAT ALARM & DOCKING STATION	5,300.00	5,300.00
		NOTE FOR TIM: CAMERA=WIRE POWER IGNITION-OVER KENNEL		

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)

\$0.00

**Total**

**\$14,587.00**



**Office of the Administrator**

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**Takiyah A. Douse  
Interim Administrator**

December 5, 2023

Richard Roundtree, Sheriff  
Richmond County Sheriff's Office  
400 Walton Way  
Augusta, GA 30901

Dear Sheriff Roundtree,

At the regular meeting held Tuesday, December 5, 2023, the Augusta, Georgia Commission took action on the following:

35. Approved to accept an award from Georgia Emergency Management Agency (GEMA) in the amount of \$58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd



**FISCAL YEAR 2023  
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN  
THE STATE OF  
GEORGIA  
GEORGIA EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY AGENCY**

**AND**

**Richmond County Sheriff**

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**GRANT NO: 45**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$58,500.00 to Richmond County Sheriff, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Cribblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

**PURPOSE:** The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.



## **PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:**

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**
- |                  |                         |                |
|------------------|-------------------------|----------------|
| • First Quarter  | October 1 - December 31 | Due January 31 |
| • Second Quarter | January 1 - March 31    | Due April 30   |
| • Third Quarter  | April 1 - June 30       | Due July 31    |
| • Fourth Quarter | July 1 - September 30   | Due October 31 |

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

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.



- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following "Buy America" preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and [www.fsrcs.gov](http://www.fsrcs.gov).

**SPECIAL CONDITIONS:**

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the Georgia Bureau of Investigations and GEMA/HS paging system whenever

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

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

**CHANGES TO AGREEMENT:** The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

**EMPLOYMENT:** The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

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


**TERMINATION:** This agreement may be terminated for any or all of the following reasons:

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

**ATTEST:**

Lena Bonner, Clerk of Commission

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> Sheriff
<b>APPLICANT ORGANIZATION</b> Richmond County Sheriff's Office	<b>DATE SUBMITTED</b> 11/21/2023



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

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

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

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

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

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

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

RICHMOND COUNTY SHERIFF'S OFFICE  
400 WATSON WAY  
AUGUSTA, GA 30901

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


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

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

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


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

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

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
<u>RICHMOND COUNTY SHERIFF'S OFFICE</u>	<u>EOD K9, NAME #45</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<u>SHERIFF RICHARD BOUNDREE</u>	
SIGNATURE	DATE
	<u>11/21/2023</u>



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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Sheriff	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Richmond County Sheriff's Office		November 21, 2023	