

Department of Public Safety
1122 PROCUREMENT PROGRAM
Procurement Enrollment/Agreement

DATE: _____

AGENCY: _____ **E-Mail Address:** _____

ADDRESS: (Mailing) _____ **(Ship to)** _____

CITY: _____ **COUNTY:** _____ **STATE: Georgia, ZIP:** _____ - _____

PHONE: _____ **FAX:** _____ **# PERSONNEL:** _____

PERSON AUTHORIZED TO PURCHASE: _____

BUDGET OFFICER (ACCOUNT PAYABLES): _____ **PHONE:** _____

E-MAIL: _____

This Agreement is entered into between the State of Georgia and the Agency named above to set forth the terms and conditions which will be binding on the parties with respect to the 1122 Purchasing Program for Counterdrug, Homeland Security and Emergency Response activities (First responders, Emergency Management, Public Health, Clinical Care, Public Works) and other skilled support personnel that provide immediate support services during prevention, response, and recovery operations.

The 1122 Counterdrug Program authorized by Section 1122 of the Fiscal Year 1994, National Defense Authorization Act, as amended, establishes the authority for state and local governments to purchase through federal procurement channels, provided that the equipment or item purchased is used in the performance of counterdrug or first responder activities. The Agency acknowledges that there may be hazards associated with the use of the property which can cause damage to property or serious injury or death and agrees to provide appropriate training to any person who may use the property prior to such use by such person. Neither the United States Department of Defense, the Georgia Department of Public Safety, Excess Property (1122) Program nor any other agency of the state of Georgia, nor any persons acting as employees of any of them assumes liability for damages or injuries to any person or property arising out of the use of the above-described property. The Agency shall indemnify and hold harmless the United States Government, the State of Georgia and any Agency thereof, including, Excess Property Office of the Georgia Department of Public Safety, specifically, and any person acting as an employee of any of them, from any suits, actions, demands, or claims of any nature arising out of the use of the above described property. The Agency shall maintain at its expense adequate liability and property damage insurance and workers' compensation insurance to cover such claims.

- (1) The Agency accepts and agrees to be bound by the following conditions:
 - a. The Agency will assure any property procured under the provisions of Section 1122 of the Defense Appropriations Act of 1994, as amended, will be properly operated, maintained, secured, and disposed of in accordance with Agency rules and regulations. It is further assured any property procured will be used for counterdrug or first responder activities, including as appropriate, prevention, response and recovery activities.
 - b. Invoices for charges on Multiservice Air Cards must be paid within 15 days of receipt. Service charges and interest charged by the Department of Defense based on late payments will be billed to and paid by the Agency.
- (2) The execution of this Agreement acknowledges the Agency understands of an agreement with the foregoing terms, conditions, and release.
- (3) I understand that my Agency is subject to the Single Audit Act of 1984 as amended (31 U.S.C.7501-7) and I may contact Excess Property Office Department of Public Safety, Excess Property for further assistance.

Agency Head Signature: _____ **Printed Name:** _____

Approval Authority Signature: _____ **Printed Name & Title:** _____

(The "Approval Authority" is your Town Manager, Mayor, County Manager, County Commissioner, Comptroller/Budget Officer, etc. as approved for such purposes by the unit of government)

State Point of Contact Signature: _____ **Printed Name:** Frank Mize

NOTE: This form must be filled out annually or as changes occur. Agencies with expired agreements shall not be allowed to participate.

Mail to: Excess Property • PO Box 1456 • Atlanta, GA 30371 FAX to: 404 624-7055