

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

Cornell L. Harvey, Mayor
Felicia M. Harris, Mayor Pro Tem
John A. Cason III, Commissioner
Julie T. Martin, Commissioner
Vincent T. Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

**BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, AUGUST 4, 2021 AT 5:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
STREAMED LIVE AT THE BELOW WEB ADDRESS:
<https://www.facebook.com/citybwkga>**

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

UPDATE

1. Jim Ritchey with Whitman, Requardt & Associates, LLP to Provide a PowerPoint Presentation on Progress of Transit Program Update. **(Enc. 1)**

APPOINTMENT

2. Board (*N. Atkinson*)
 - I. Tree Board – One Appointment

ITEM(S) TO BE CONSIDERED FOR APPROVAL

3. Consider Approval of July 21, 2021 Regular Scheduled Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*) **(Enc. 2)**
4. Consider Approval of Financial Reports as of June 30, 2021. (*K. Mills*) **(Enc. 3)**
5. Consider Approval of Renewal of Additional Flood Insurance. (*L. Velie*) **(Enc. 4)**
6. Consider Approval of Fiscal Year 2021-2022 Congregate Meals & Adult Day Care Services Contract. (*R. McDuffie*) **(Enc. 5)**
7. Consider Approval of Glynn-Brunswick 911 Services Agreement for External Entities. (*R. Mobley*) **(Enc. 6)**

CITY ATTORNEY'S ITEM(S)

8. Consider Approval of the Second Amendment to the Amended and Restated Oglethorpe Conference Center Memorandum of Understanding. **(Enc. 7)**
9. Consider Approval Submitting Comments in Response to the Georgia Department of Transportation Proposed Rule 672-11-04.

EXECUTIVE SESSION



SUBJECT: Transit Program Update

COMMISSION ACTION REQUESTED ON: August 4, 2021

PURPOSE: Provide an informational update to the City Commission on the development of a public transit program for the City of Brunswick.

HISTORY: Staff has been working with consultants from WRA since November 2020 to develop and plan for a public transit system for Brunswick. Jim Ritchey with WRA will provide a PowerPoint presentation to update the City Commission on progress.

FACTS AND ISSUES:

BUDGET INFORMATION: N/A

OPTIONS:

DEPARTMENT RECOMMENDATION ACTION:

- Informational update only

DEPARTMENT: PDC

Prepared by: John Hunter, Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

City Manager

Date

**OFFICIAL MINUTES
COMMISSION OF THE CITY OF BRUNSWICK, GEORGIA
REGULAR SCHEDULED MEETING
WEDNESDAY, JULY 21, 2021
OLD CITY HALL
1229 NEWCASTLE STREET, 2ND FLOOR**

PRESENT: Honorable Mayor Cornell Harvey, Mayor Pro-Tem Felicia Harris, Commissioner John Cason III, Commissioner Julie Martin, and Commissioner Vincent Williams
(~via zoom)

CALL TO ORDER: Mayor Cornell Harvey - *meeting began at 6:03 p.m.*

INVOCATION: Mayor Pro Tem Harris

PLEDGE OF ALLEGIANCE: Recited by all in attendance

ADDENDUM TO AGENDA

**

Commissioner Martin made a motion to add as item number five~a (5a) “Consider Approval of Resolution No. 2021-11 ~ Moratorium on the Acceptance and Approval of Permits for Off-Premises or Billboard Signs.”; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.

**

Commissioner Martin made a motion to add as items number four~a (4a) and four~b (4b) - 4a “Consider Approval of Contract Amendments with Lone Wolf Resources for T Street Landfill Construction Activities.”; and 4b - “Consider Approval of Subrecipient Agreement Amendment to Increase Community Development Block Grant – Disaster Recovery (CDBG-DR) Award for the Homeowner Rehabilitation and Reconstruction Program.”; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

**

PUBLIC HEARING - ALCOHOL BEVERAGE LICENSE – (New)

1. Consider Approval - New Alcohol Beverage License: – *(R. Monday)*

<u>Name of Business</u>	<u>Owner/Mgr.</u>	<u>Location of Business</u>	<u>Comments</u>
Lucky 7	Ankur Patel/ Owner	3021 Altama Ave.	Retail sale of beer and wine.

Mayor Harvey opened the floor to anyone wanting to speak in favor or opposition of the above-referenced license.

No one came forth to address the commission.

Commissioner Cason made a motion to approve the above-referenced alcohol license; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

PUBLIC HEARING – LAND USE

2. Rezoning Petition No. 21-01 from Peter Schoenauer, Representing the Owner, is Petitioning to Rezone St. Francis Xavier Multiple Lots at Howe Street and Grant Street from General Residential Core (GR-CORE) to General Commercial Core (GC-CORE). *(J. Hunter)*

Director of Planning, Development and Codes John Hunter gave overview of the above-referenced petition. He stated staff recommended approval of the rezoning and the Planning and Appeals Commission recommended approval as well, with the following stipulations limiting the allowed uses to the following uses from the General Commercial section:

- Any use permitted in any GR residential district, in compliance with the provisions of section 23-6-2 unless otherwise set forth herein;
- Retail, wholesale or storage business involving the sale of merchandise on the premises, except those uses which involve open yard storage of junk, salvage, used auto parts or building materials. Open storage shall be permitted under conditions set forth in section 23-9-3(g);
- Business involving the rendering of a personal service, other than an automobile laundry or an automobile repair garage, which shall be permitted under conditions set forth in section 23-9-3(b) and (e);
- Church;
- Office building and/or office for governmental, business, professional or general purposes.

Mayor Harvey opened the floor to anyone wanting to speak in favor or opposition of the above-referenced petition.

No one came forth to address the commission.

Commissioner Martin made a motion to approve the above-referenced petition with the aforementioned stipulations; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.

APPOINTMENT(S)

3. Agency and Commission (*N. Atkinson*)

1) Urban Redevelopment Agency – One Appointment - (*Mayor's Appointment*)

Mayor Harvey appointed Kelly Hnatt to the above-referenced agency filling the expired term of Haresh Patel until July 21, 2024.

2) Planning and Appeals Commission – One Appointment - (*alternate member*)

Commissioner Williams made a motion to appoint Anita Collins as an alternate member of the above-subject commission; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

ITEM(S) TO BE CONSIDERED FOR APPROVAL

4. Consider Approval of July 7, 2021 Regular Scheduled Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*)

Commissioner Cason made a motion to approve the above-referenced minutes; seconded by Commissioner Williams.

Commissioner Martin noted that her wife was down after item number seven (7) and she was not present to vote.

City Clerk Atkinson to correct motion tallies after item number seven (7) of the above-referenced meeting minutes. Motion passed unanimously by a vote of 5 to 0.

^{4a} Consider Approval of Contract Amendments with Lone Wolf Resources for T Street Landfill Construction Activities.

Commissioner Martin made a motion to approve the contract amendment with Lone Wolf Resources in the amount of \$383,567.86 for additional construction activities related to the T

Street Landfill Closure project; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

- 4b Consider Approval of Subrecipient Agreement Amendment to Increase Community Development Block Grant – Disaster Recovery (CDBG-DR) Award for the Homeowner Rehabilitation and Reconstruction Program. *(R. McDuffie/R. George)*

Commissioner Martin made a motion to approve the above-referenced amendment increasing CDBG-DR award for the Homeowner Rehabilitation and Reconstruction Program (HRRP) from \$300,000 to \$578,593; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

CITY ATTORNEY’S ITEM(S)

5. Consider Adoption of Ordinance No. 1072 – Amendment to Article XXIII of the Zoning Code Chapter 3, Section 21, “Buffer Requirements”. *(J. Hunter)*

This being the second reading and public hearing held on June 2, 2021; Commissioner Cason made a motion to adopt the above-subject ordinance; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

EXECUTIVE SESSION

Commissioner Cason made a motion to adjourn into executive session to discuss litigation; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

RECONVENE FROM EXECUTIVE SESSION

Mayor Harvey announced no action was taken.

- 5a Consider Approval of Resolution No. 2021-11 ~ Moratorium on the Acceptance and Approval of Permits for Off-Premises or Billboard Signs.

Commissioner Martin made a motion to approve the above-subject resolution; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

Commissioner Martin made a motion to adjourn; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

MEETING ADJOURNED – *meeting adjourned at 7:54 p.m.*

/s/Cornell L. Harvey
Cornell L. Harvey, Mayor

Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson, City Clerk



INTEROFFICE MEMORANDUM

DATE: July 19, 2021
 TO: Honorable Mayor and Commissioners
 City of Brunswick
 Brunswick, GA
 FROM: Kathy D. Mills, CPA, Finance Director
 SUBJECT: Financial Reports as of June 30, 2021 100.00%

**General Fund
 30-Jun-21
 Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget	
Revenues	1,364,864	17,620,714	109.62%	16,074,126	-9.62%	9.62%
Expenditures	3,067,123	15,510,345	96.49%	16,074,126	3.51%	-3.51%
Net Revenues & Expenditures	(1,702,259)	2,110,369				

Cash Balance Total	\$6,899,337	896,299 Primesouth	4,450,731 GA Fund One
			300,245 GA Fund One-Perry Park (included in total)

	LOST	LOST YTD	TAVT*	TAVT* YTD
Jun-21	723,596	7,469,739	40,853	371,241
Jun-20	537,365	6,361,463	43,572	282,281
Increase (Decrease)	186,231	1,108,276	(2,719)	88,960
	34.66%	17.42%	-6.24%	31.51%

without the 268k growth was 13.20%

*Title Ad Valorem Tax

Capital Projects - SPLOST VI
As of June 30, 2021
(04/01/2017-09/30/2020)

	Total Expended as of 06/30/2021	Reimbursements Received	City Expended as of 06/30/2021	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Highways and Streets	5,713,293	1,943,949 *	3,769,344	4,627,750	4,627,750	858,406
Sidewalk Replacement/Upgrades	486,546	50,000 ****	436,546	432,500	432,500	(4,046)
Storm Drainage Improvements	2,335,656	224,109 **	2,111,547	3,243,750	3,243,750	1,132,203
Mary Ross Park Development	502,705	0	502,705	821,750	821,750	319,045
Highway 17 Infrastructure	109,284	0	109,284	215,107	215,107	105,823
Wayfindings & Gateways	0	0	0	259,500	259,500	259,500
Trails	377,009	107,971 ***	269,038	346,000	346,000	76,962
Cemetery Restoration/Renovation	67,672	0	67,672	259,500	259,500	191,828
Brunswick Police Department Vehicles (15)	466,021	0	466,021	540,625	540,625	74,604
Brunswick Fire Department Fire/Rescue	65,222	0	65,222	64,875	65,222	0
Subscriber Radios for E911	469,009	0	469,009	431,357	431,357	(37,652)
Fire Department Pumper Trucks (2)	849,778	0	849,778	562,183	849,778	0
Fire Station 1 Improvements	413,971	0	413,971	346,000	346,000	(67,971)
Historic Squares	50,251	0	50,251	86,500	86,500	36,249
Park Rehabilitation (Palmetto, Orange, etal)	123,319	0	123,319	389,225	389,225	265,906
Sidney Lanier Park Improvements	260,058	0	260,058	519,000	519,000	258,942
Overlook Park Improvements	136,073	0	136,073	103,800	103,800	(32,273)
Howard Coffin Park Improvements	245,383	0	245,383	431,357	431,357	185,974
Roosevelt Harris Center Improvements	191,668	0	191,668	151,375	191,668	0
	12,862,918	2,326,029	10,536,889	13,832,154	14,160,389	3,623,500

* \$206,772 from DOT & \$1,737,177 from JWSC

** \$224,109 from Glynn County

*** \$74,971 from DNR Trail Grant & \$33,000 from GCRC

**** \$50,000 from DOT

TOTAL CASH ON HAND \$5,688,423

Unallocated Funds:

Overage in Collections
GA DCA Aviation Fuel Tax
Interest Earned

1,553,578 (1)
16,227
223,343
1,793,148

(1) Original budgeted tax collection \$13,832,154
Actual collections through 6/30/2021 15,713,967
Collections in excess of budgeted \$1,881,813
Allocated to pay back GF (328,235)
Unallocated overage in Collections 1,553,578 (1)

SPLOST V

Capital Projects: SPLOST V

	<u>6/30/2021</u>
Cash Primesouth	\$ 3,211
Cash GA Fund One	1,352,973
Balance Available @ 06/30/2021	<u>\$ 1,356,184</u>

Norwich Street Commons Fund

	YTD <u>6/30/2021</u>	Total since inception
Original Balance (Sale of Property 05/13/13)	0	487,500
Demolition Fees	0	8,049
Interest Income	286	17,238
Revenues	<u>286</u>	<u>512,787</u>
	YTD	Total since inception
Expenditures	<u>6/30/2021</u>	<u>6/30/2021</u>
Demolition Projects	0	40,012
Infrastructure	0	130,546
Police Substation	0	6,750
Expenditures	<u>0</u>	<u>177,308</u>
Net as of June 30, 2021		<u><u>335,479</u></u>
Cash Primesouth	\$ 737	
Cash GA Fund One	334,742	
Cash Balance Available @ June 30, 2021	<u>\$ 335,479</u>	

	YTD <u>6/30/2021</u>	
Roosevelt Harris - Multipurpose Center	<u>\$</u>	
	<u>Cash Basis</u>	
Total Budget:	<u>369,310</u>	
	\$	
Revenue FYTD		
Grants	189,001	
Transfer from General Fund	220,000	
Program Income	9,399	
Contributions	6,064	
Interest Income	97	
Sale of Equipment	550	
Total Inflows	<u>\$ 425,111</u>	115.11%
Expenditures FYTD	<u>403,896</u>	109.37%
Net	<u>\$ 21,215</u>	
Cash Balance @ 06/30/2021	<u>\$ 17,883</u>	

Sanitation Fund:

Year Ending 6/30/2021

	Year to Date
Sanitation Billing	2,100,308
Franchise Fees	51,621
Bad Debt - recovery	26
Interest Earned (Funds)	2,356
Penalties & Interest Earned	14,437
Bad Debt - recovery	-
DNR Reimbursements	56,955
Transfer in for T Street Landfill	-
Total Revenue (YTD)	2,225,703
Operating Exp. YTD:	1,726,375
Depreciation YTD	341
Bad Debt - write off	-
Other Landfill Expenses	35,832
Payment to T Street Landfill Site Cleanup	-
Total Expense (YTD)	1,762,548
Operating Income (Loss)	463,155
Cash Balance Primesouth	220,248
Cash Balance GA Fund One	276,708
Total Cash on Hand @ 06/30/2021	496,956
Primesouth Restricted for Landfill	193,639

Sanitation Bills		
	June 2021	YTD
Trash Pickup	132,444	1,436,858
Illegal Refuse Clean Up	6,300	57,764
Street Sweeping	4,804	39,042
	143,548	1,533,664

STORMWATER UTILITY FUND:

	6/30/2021 (YEAR TO DATE)
Stormwater Utility Fees	1,135,562
Interest Earned	2,383
Penalties & Interest	11,048
Total Inflows	1,148,993
Operating Expenditures	796,394
GTIB Loan Fee	15,000
Total Outflows	811,394
Net	337,599

Cash Balance @ 06/30/2021

\$484,595

ADDITIONAL INFORMATION-FOR THE MONTH OF MAY 2021

	JUNE 2021	YTD
Animal Control Expenses	0	0
Traffic Control Expenses	0	9,914 <i>Includes grant m</i>
		<i>8,077</i>
Recreation Dept. Expenses		
(facilities managed by County)		
Building	0	2,237 <i>Fencing</i>
Aquatics	0	2,895
Equipment	3,093	3,093 <i>Icemaker</i>
Subsidized Fees	752 *	4,034

*8 Baseball, 11 Softball, 3 T Ball, 23 Track, 5 Soccer



Roosevelt Lawrence Center

Account	Account Description	June 2021 Transactions	YTD 06/30/2021 Transactions
Fund 100 - General Fund			
EXPENSE			
Reporting Category 6100 - Recreation			
Function 6130 - Neighborhood & Community Service			
51			
51-1100	Salaries & Wages	13,498	52,910
51-1200	Temporary Employees	1,440	1,440
51-1300	Overtime	1,856	1,979
51-2100	Group Insurance	650	7,150
51-2200	FICA	1,032	3,416
51-2300	Medicare	241	799
51-2400	Pension	9,085	9,085
51 - Totals		27,802	76,779
52			
52-1250	Contractual Expense	932	932
52-1300	Technical Services	1,350	1,350
52-2210	Repair / Maint Building	46	1,243
52-2211	Repair / Maint Equipment	298	1,441
52-2300	Rentals	44	448
52-3200	Communications	0	88
52-3201	Cable	141	2,154
52-3205	Telephone	47	709
52-3500	Travel & Training	350	459
52 - Totals		3,208	8,825
53			
53-1110	Office Supplies	15	1,921
53-1115	Uniforms	0	522
53-1135	Custodial Supplies	0	587
53-1210	Water/Sewerage	347	2,841
53-1230	Electricity	2,429	14,749
53-1300	Food/Misc	48	82
53-1700	Other Supplies	1,644	1,644
53 - Totals		4,482	22,346
Function 6130 - Neighborhood & Community Service Totals		35,493	107,950
Reporting Category 6100 - Recreation Totals		35,493	107,950
EXPENSE TOTALS		35,493	107,950



SUBJECT: RENEWAL OF ADDITIONAL FLOOD INSURANCE

COMMISSION ACTION REQUESTED ON: August 4, 2021

PURPOSE: Request approval to renew the City's NFIP and Lloyds of London Flood Insurance policies.

HISTORY: The City of Brunswick renews its additional flood insurance coverage annually. The City has \$10,000,000 in flood insurance coverage through GIRMA for Property and Mobile Equipment. The GIRMA coverage period is May 1, 2021 to May 1, 2022. That policy renewal was approved at the May 5, 2021 Commission meeting. The NFIP and Lloyds policies are additional flood coverage spanning a different policy period. McGinty Gordon and Associates, local brokers, search insurance markets to identify providers who will extend maximum coverage for the best value. The Flood Insurance Summary was prepared by McGinty Gordon.

FACTS AND ISSUES:

1. See the attached 2021-22 Flood Insurance Summary. Three properties are individually covered by National Flood Insurance (NFIP) policies and seven are covered by a Lloyds of London policy. The attachment identifies the various components of coverage. The last two columns show the comparison of the current premium amount to the premium amount we paid for the policy term 2020-2021. The individual NFIP policies increased in total by \$321.00 which is an increase of 5%. The Lloyds of London policy increased by \$1,498.65 which is an increase of 5%.
2. See the attached GIRMA coverage analysis. The City has \$10,000,000 in flood insurance coverage with a \$50,000 deductible for property and a \$1,000 deductible for mobile equipment through GIRMA. NFIP and Lloyds policies are additional flood coverage.
3. The City has total insured property values of \$29,745,200 including mobile equipment on the GIRMA property policy. The specific flood policies provide \$4,281,500 in building coverage and \$506,200 in contents coverage, combined with the GIRMA flood limit the City has \$14,787,700 in flood coverage.

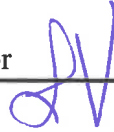
BUDGET INFORMATION: The amount budgeted for Flood Insurance for FYE 2022 was based on the premiums previously paid. The FYE 2021-22 premium of \$37,431.00 is covered under the FYE 2022 budget.

OPTIONS: Renew the flood insurance as quoted per the attached flood insurance summary.

DEPARTMENT RECOMMENDATION ACTION: Renew the additional flood insurance policies as quoted by McGinty Gordon.

DEPARTMENT: Finance

Prepared by: Lynne Velie, Assistant Finance Director



ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Regina M. McDuffie
City Manager

7/22/21

Date

The City of Brunswick
Flood Insurance Summary
2021/2022

Location Address	Location Description	Policy Term	Flood Zone Old/New	Replacement Cost (Bldg)	Building Value	Contents Limit	Deductible	2020/21 Premium	2021/22 Premium
NFIP Flood Policies									
526 Lakewood Avenue	Public Works Complex	8/5/2021 - 22	X/X	750,000	500,000	100,000	1,250	2,559.00	2,833.00
1524-1530 Newcastle Street	Ritz Theater	8/6/2021 - 22	X/X	2,404,080	500,000	50,000	1,250	2,365.00	2,615.00
204 Mansfield	Detective Building	9/1/2021 - 22	AE/AE	722,300	500,000	63,000	5,000	1,506.00	1,303.00
NFIP Total					1,500,000	213,000		6,430.00	6,751.00
Private (London) Policy									
1430 Lanier Blvd.	Howard Coffin Rec Bldg.	8/5/2021 - 22	AE/AE	766,901	500,000	38,900	10,000	8,207.98	8,623.98
206 Mansfield Street	Police Station	8/5/2021 - 22	AE/AE	1,000,000	233,200	66,200	10,000	4,226.86	4,440.06
1109 H Street	Community Center	8/5/2021 - 22	AE/AE	544,524	498,300	38,900	10,000	2,285.17	2,389.18
1001 Cleburne (aka 2001 Street)	Multi Purpose Concer	8/5/2021 - 22	AE/SHX	601,020	500,000	66,200	1,250	2,468.21	2,572.21
1201-1203 Gloucester Street	Fire Station	8/5/2021 - 22	AE/SHX	360,612	330,000	83,000	1,250	2,277.89	2,381.89
503 Mansfield Street	Administration Offices	8/5/2021 - 22	AE/SHX	1,105,000	500,000	0	1,250	7,042.14	7,458.14
1327 Union Street	Lissner House	8/5/2021 - 22	AE/AE	220,000	220,000	0	10,000	2,673.10	2,814.54
Floys Total					7,731,500	293,200		29,181.35	30,680.00
GRAND TOTAL				8,474,437.00	4,281,500	506,200		35,611.35	37,431.00
* \$500,000 is Maximum Limit for Buildings and Contents Coverage									
Building and Contents TIV:					4,787,700.00				



SUBJECT: FY 2021-2022 Congregate Meals & Adult Day Care Services Contract

COMMISSION ACTION REQUESTED ON: August 5, 2021

PURPOSE: Approval of the contract between the City of Brunswick and the Coastal Regional Commission Area Agency of Aging for services provided through the Roosevelt Harris Senior Center. The center provides services to elderly citizens of Brunswick and Glynn County. The contract covers congregate meals and adult day care services.

HISTORY: The Roosevelt Harris Senior Center is operated under the supervision of the Neighborhood and Community Services Department for the City of Brunswick. The center is contracted to provide adult day care services and congregate meals for senior citizens in the community. Other services include health and wellness promotion and activities, medication management programs, nutrition education and other recreational activities.

FACTS AND ISSUES: The center is operated Monday – Friday and provides more than 14,000 meals annually.

BUDGET INFORMATION: The total contracted amount is \$217,331 including supporting funds of \$94,193 from the City of Brunswick.

OPTIONS:

1. Approve the contract with Coastal Regional Commission to provide senior services.
 2. Do not approve the contract with Coastal Regional Commission to provide senior services.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve the contract with Coastal Regional Commission to provide senior services.

DEPARTMENT: Neighborhood & Community Services


Prepared by: Regina M. McDuffie, City Manager

ADMINISTRATIVE COMMENTS:

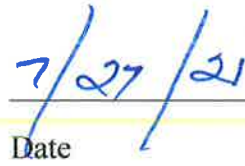
No additional comment.

ADMINISTRATIVE RECOMMENDATION:

Approve



City Manager



Date

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING CONTRACT

PROJECT: Congregate Meals
CONTRACT # See Annex A

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

This contract is made and entered into by and between the Coastal Regional Commission, hereinafter referred to as the "CRC";

The responsibilities of the CRC herein are performed through its Area Agency on Aging Department, hereinafter referred to as "AAA" under the policies and procedures of the Georgia Department of Human Services (DHS) Division of Aging Services (DAS).

AND

The City of Brunswick

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "CONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the CRC, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent CONTRACTOR.

PARA # 102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the CRC AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Coastal Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and

WHEREAS, the CONTRACTOR has represented to the CRC AAA its ability and interest in providing services to the elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The CONTRACTOR agrees:

1. That the CONTRACTOR may move and/or close service delivery sites during the term of this contract only with the prior written approval of the Executive Director of the CRC.
2. That the CONTRACTOR will deliver the services described in Annex A.
3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in Annex A.
4. That reimbursement (unit cost or line item) will be as specified in Annex A.
5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the CRC AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.
6. That the CRC AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the CRC AAA is satisfactorily completed by the CONTRACTOR and received by the CRC. **PARA #206 Programmatic Report Submissions** and **PARA #207 Expenditure Report Submissions** of this contract provide report submission requirements.
7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.
8. That program income (contributions from participants) will be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.
9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting

form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.
11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.
12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).
13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.
14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services' policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.
15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.
2. Provide technical assistance, guidance, consultation, management support and other necessary support.
3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2021, and shall terminate on June 30, 2022, unless terminated earlier under other provisions of this contract.

PARA #103: DEPARTMENT AND CONTRACTOR CONTACT INFORMATION

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the Coastal Regional Commission (CRC) and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the CRC office representatives or by the CONTRACTOR.

1. The CRC mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Coastal Regional Commission
1181 Coastal Drive, SW
Darien, Georgia 31305
Telephone #: (912) 437-0821
Fax #: (912) 437-0821

2. The CONTRACTOR's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Regina Middleton McDuffie, City Manager
City of Brunswick
601 Gloucester Street, 2nd Floor
Brunswick, GA 31520
(912) 280-1820
(912) 267-5549 (FAX)
rmcduffie@cityofbrunswick-ga.gov

B. Mailing Address for Contract Payments: The CONTRACTOR's mailing address for all contract payment checks or remittance advice is:

Regina Middleton McDuffie, City Manager
City of Brunswick
601 Gloucester Street, 2nd Floor
Brunswick, GA 31520
(912) 280-1820
(912) 267-5549 (FAX)
rmcduffie@cityofbrunswick-ga.gov

PARA #104: NONDISCRIMINATION BY CONTRACTORS AND SUB-CONTRACTORS

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex,

handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

- B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. SUBCONTRACTOR COMPLIANCE The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/ client, or responsible parent or guardian.

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Privacy rule promulgated in 45 CFR Part 160 and Part 164 subparts A and E. The CONTRACTOR understands and acknowledges that DHS is a covered entity as defined by HIPAA and the CONTRACTOR further understands and acknowledges that it is a business associate of DHS as defined by HIPAA and agrees to comply and abide by DHS' privacy standards and procedures. The CONTRACTOR therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and DHS requirements and privacy standards and procedures.

PARA #106: CONFLICT OF INTEREST

- A. The CONTRACTOR and the CRC certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.
- B. CODE OF CONDUCT AND CONFLICT OF INTEREST: No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

No officer, employee, or agent of the CONTRACTOR shall participate in the selection, award, or administration of a procurement supported by Aging funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

1. the officer, employee, or agent;
 2. any member of his or her immediate family;
 3. his or her partner; or
 4. a person or organization which employs, or is about to employ, any of the above.
- C. OFFICIALS NOT TO BENEFIT: No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- D. ANTI FRAUD PROCEDURES: The CRC maintains a high standard of integrity and ethics in the performance of its duties. The CRC Council has adopted an Antifraud Program which includes, among other standard procedures, the annual completion of a Code of Conduct Compliance Questionnaire by each of the employees of the CRC and each of the employees of each sub recipient/subcontractor of the funds/programs we manage for DHS and other governmental agencies. All contractors; employees must annually complete The Code of Conduct Compliance Questionnaire in Annex J attached hereto.

PARA #107: CONTRACT MODIFICATION/ALTERATION

- A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the CRC's AAA contract number involved and the paragraph(s) being modified or superseded.
- B. Unilateral modification by the CRC's AAA may occur in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of

America) are reduced during the term of this contract, the CRC has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. A certification by the CRC's Executive Director of the occurrence of either of the reductions stated above shall be conclusive.

- C. Unilateral modification by the CRC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.
- D. Unilateral modification by the CRC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

The CRC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the CRC that the CONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CRC, in the programmatic performance or service delivery.

PARA #109 :SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110: TERMINATION

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the CRC incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this

contract shall immediately terminate without further obligation of the CRC as of that moment.

- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of the provisions hereof. Should the CRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The CONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the CONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.
- D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. CONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the CONTRACTOR's assets begins.
 2. CONTRACTOR or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. CONTRACTOR or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 4. CONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 113 of this agreement.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the CONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the CONTRACTOR for the benefit of creditors.
 7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the CONTRACTOR.
 8. The CRC deems that such termination is necessary if the CONTRACTOR or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. CONTRACTOR is debarred or suspended from performing services on any

public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #111: COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CRC and/or the Department of Human Services. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the CONTRACTOR from its liability for work performed by any subcontractor. If the services to be provided to the CRC are interrupted by a force majeure event, the CRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and the CRC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this

contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

- C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The CONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The CRC will provide the CONTRACTOR with a report of any findings and recommendations and may require the CONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the CONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the CRC.

PARA #114: COLLECTION OF AUDIT EXCEPTIONS

The CONTRACTOR agrees that the CRC may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR may also repay the CRC for the total exception by check.

PARA #115: SUBCONTRACTS

- A. The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of the CRC.
- B. The CONTRACTOR agrees to reimburse the CRC for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract, which are delegated, to the subcontractor.
- C. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:
1. Stipulations that the subcontractor is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with

state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.

2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost, including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.

D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC..

B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs that identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

PARA #117: INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS

A. Inventions and patents. The CONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and

funded by this contract, to report such facts, in writing, promptly and fully to the CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.
- C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the Department of Human Services on disk or electronically.

PARA #118: CONSULTANT/STUDY CONTRACT

- A. The CONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the CRC and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The CONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Human Services Policy 7901, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the CRC and the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #119: CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

- A. The CONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The CONTRACTOR is responsible for ensuring that subcontractors are appropriately licensed.

- C. The CONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120: DRUG-FREE WORKPLACE

- A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If CONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
1. The CONTRACTOR has made false certification hereinabove; or
 2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

- A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the CONTRACTOR shall file with the CRC a signed "Certification Regarding Lobbying," attached hereto as Annex C
3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and
4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
 - ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- B. CONTRACTOR further agrees that in accordance with the federal appropriations act:
1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or

propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #122: CRIMINAL HISTORY INVESTIGATIONS

A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If

it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.

C. Provisions of paragraphs A and B shall not apply to:

1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #123: AIDS POLICY

- A. CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide, or cause to be provided, appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs, it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #124: INDEMNIFICATION

CONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, CRC, DOAS, and their officers and employees (collectively "indemnitees") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in

connection with, this Contract, due to any act or omission on the part of CONTRACTOR, its agents, employees, subcontractors, or others working at the direction of CONTRACTOR or on CONTRACTOR's behalf, or due to any breach of this Contract by CONTRACTOR (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the CONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the CONTRACTOR.

If, and to the extent, such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the CONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the CONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

CONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnities.

PARA #125: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies by signing Annex C that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. CONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, Asset Services Section and the CRC's AAA.

- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. CONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the CRC office.

The CRC office will then forward the completed Form #5111 to the DHS Office of Facilities and Support Services, Asset Services Section, Two Peachtree Street, N.W., Suite 32.270, Atlanta, Georgia 30303-3142. For any Department-owned vehicles operated under this contract, the CONTRACTOR agrees to submit to the Department the Utilization and Data Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Part G.

- D. In the event that contract is terminated prior to expiration or is not renewed, CONTRACTOR agrees to properly dispose of all state property as follows:
 - 1. Prepare Form 5086, Equipment Status Change Form, listing all state equipment in the CONTRACTOR's possession and send this form to the CRC for final disposal determination; and
 - 2. Upon notification by the Office of Facilities and Support Services, CONTRACTOR agrees to transport the state property to the designated State surplus facility. Expenses incurred by the CONTRACTOR in transporting this equipment may be charged to the terminated contract.

The CRC property coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Form 5086 has received proper disposition.

PARA #127: DOCUMENTATION OF RENT COST

- A. All CONTRACTORs budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).
- B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent

per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Circular A-87.

PARA # 128: HOLD HARMLESS CLAUSE

The CONTRACTOR agrees to indemnify and hold harmless the CRC and its employees against any and all liability, loss, damages, cost, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the CONTRACTOR or its employees or any subcontractor of the CONTRACTOR.

PARA # 129: VIOLATIONS OF THIS CONTRACT

The CRC will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

- A. Withholding payment to the CONTRACTOR until the violation has been corrected;
- B. Disallowance of costs associated with or created by the violation;
- C. De-obligation of funds from this contract;
- D. Termination of this contract in accordance with PARA #110.

PARA # 130: SAFE FACILITIES

The CONTRACTOR agrees that each facility used for the delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

Following are the minimum specifications for equipment, the operating systems, and software required for providers to use the Uniform Cost Methodology (UCM) and to comply with the recording requirements of the Division of Aging Services Data System (DDS):

Minimum Computer Requirements

- Intel Core i3, 500 GB Hard Drive (or better)
- 4 GB RAM (or higher)
- 17 " LCD Monitor
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows 7 Professional or higher Operating System

CONTRACTOR must have the ability to connect to the Internet and the DAS Data Management System server through digital Service Line or other high-speed Internet connection.

CONTRACTOR must also have at least one email address designated for each service site and the ability to receive referrals in an electronic format.

B. DATA ENTRY

Each CONTRACTOR receiving in excess of \$25,000 of funding from the Area Agency on Aging agrees to enter data into the DDS as prescribed by the Area Agency on Aging. CONTRACTOR is responsible for all computer purchase, monthly internet expense and maintenance costs associated with regular, monthly data entry into the DDS.

PARA # 132: CLIENT COMPLAINT PROCEDURES

CONTRACTOR shall ensure that written client complaint procedures are established for use by each service provider site/program. These procedures shall provide all clients with the opportunity for and means of communicating those aspects of the service which have negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery.

PARA #133: CLIENT APPEAL PROCEDURES

CONTRACTORS shall ensure that written appeals procedures are established for use by each service provider program/site. These procedures shall provide all clients or their advocates with the opportunity to appeal provider staff decisions concerning the provision of services, including, but not limited to, the initiation or termination of services, and increases or decreases in service levels. The intent of these procedures must be to assure client satisfaction with the services provided and it is the responsibility of the service provider to give specific consideration to the clients' concerns.

SECTION II: BUDGET REQUIREMENTS, PAYMENT PROVISIONS, and CLIENT REFERRAL PROCESS

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

- A. The contract allocation attached to this contract as Annex I is made a part of this contract.
- B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.
- C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.
- E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.
- F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.
- G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:
 1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.
 2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

PARA #202: CONTRACT BUDGET ANNEX

- A. The Uniform Cost Methodology (UCM) spreadsheet(s) must be completed by all CONTRACTORS. All UCM Spreadsheets are considered a part of this agreement. CONTRACTOR acknowledges that all non-AAA funding contributed to the programs must be enumerated on the 4.2 Revenue Plan and Units/Persons Served form. Failure to provide adequate proof of non-CRC revenue to cover program expenses as outlined on 4.2 may result in contract re-negotiation. CONTRACTOR will notify CRC in writing of any reduction of 20% or more of non-CRC funding.
- B. The contract allocation attached to this contract as Annex I is made a part of this contract.
- C. Any program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below and identified by service:

Alzheimer's Services, GCRC, CBS, CKOF, and GeorgiaCares - SHIP - Additional Costs Alternative, Deduction Alternative, or combination.
Title III/VII, SSBG, and LTCO Programs - Combination of Cost Sharing/Matching Alternative, Additional Cost Alternative, Deduction Alternative.
- D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

PARA #203: BUDGET VS. EXPENSE LIMITATION

- A. The maximum reimbursement to the CONTRACTOR is the total state and federal funds in this contract
- B. Budget revisions are necessary in the following situations.
 - 1. When the scope or objectives of the program change.
 - 2. When line item expenditures are expected to exceed 10% of the previously approved line item at Area Agency on Aging levels. Note: Area Agency on Aging has authority to approve sub-CONTRACTOR budget revisions.
- C. Within 30 days from the date of receipt of a request for budget revision requiring a contract amendment, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of 30 days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. CONTRACTOR is expected to forecast the number of clients to be served by fund source by site at the beginning of the contract period. In addition, CONTRACTOR

should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

PARA #204: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

- A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 74.61 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:
1. Cash Contributions: Cash contributions represent the CONTRACTOR's cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.
- B. The state and federal term "in-kind match" is synonymous and is defined below:
1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.
 2. The following requirements pertain to the CONTRACTOR's Supporting records for in-kind contributions from private organizations and individuals:
 - a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
 - b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.
- C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.
- D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form

#5215 (Annex F), not later than the 7th working day following the end of each month during the term of this contract.

- E. CONTRACTORS that utilize sub-CONTRACTOR provided in-kind match or certified cost match will maintain on file the sub-CONTRACTORS, Form #5215 as supporting documentation of CONTRACTOR's own Form #5215, Annex F.

PARA #205: FIDELITY BONDS:

- A. IN the event funds are advance on this contract, those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit to the State of Georgia, Department of Human Services. The dollar amount of the fidelity bond shall be determined through use of the DHS Schedule of Fidelity/Assurance Bonds.
- B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). A list of these companies is published annually by the Federal Department of the Treasury in its Circular 570.

PARA #206: PROGRAMMATIC REPORT SUBMISSION:

The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services, and shall enter service logs into DDS not later than the seventh (7th) working day after the end of each month during the term of this contract. The report forms to be used will be provided by the CRC. Originals of actual client service logs completed in blue ink will also be mailed to the CRC by the seventh (7th) day of the month. Fax transmittals will be accepted but originals shall also be submitted.

PARA #207: EXPENDITURE REPORT SUBMISSION

The CONTRACTOR agrees to submit a monthly expenditure report in the form and manner specified by the CRC not later than the seventh (7th) working day following the end of each month during the term of this contract. The report forms to be used will be provided by the CRC as listed in Annex D.

The CONTRACTOR further agrees to submit the "Final Supplemental" expenditure report on this contract, if required, not later than thirty (30) calendar days following the contract termination date. Any reimbursement request submitted after said thirty (30) days will not be paid by the CRC.

In the event the contract is terminated during the term, the maximum amount the CRC shall be required to reimburse pursuant to the "Final Supplemental" report referenced

herein is the percentage of permissible expenditures through that period in the program year. Percentages are as follows:

July	8.3%	January	58.3%
August	16.6%	February	66.6%
September	25.0%	March	75.0%
October	33.3%	April	83.3%
November	41.6%	May	91.6%
December	50.0%	June	100.0%

PARA #208 INFORMATION & REFERRAL POLICIES:

CONTRACTOR acknowledges the CRC Area Agency on Aging is the “Gateway” or single point of entry for all AAA funded Aging programs with the exception of Title V, Long Term Care Ombudsman Activities, Elderly Legal Assistance, and Title III C1 Programs. All clients taken into Aging programs other than these shall be screened and referred to the service CONTRACTOR by the CRC AAA Information and Assistance Specialists. All inquiries received and contacts made by the CONTRACTOR for Aging Services must be forwarded to the AAA for telephone screening before clients can receive Aging services. service CONTRACTOR agrees to provide CRC toll free telephone number (800-580-6860) for the AAA Information and Assistance Gateway office to inquirers and encourage them to call the number for a telephone screening to identify their service needs and provide referral to the appropriate services available.

Upon receiving a client referral, the CONTRACTOR agrees to perform a face-to-face assessment with the client and respond back to the CRC AAA with a complete DHS intake and assessment client disposition within ten (10) working days of receipt of the referral.

PARA #209 PROVIDER TRAINING:

Provider agrees to send appropriate aging program staff to all trainings and quarterly meetings provided by the Division of Aging Services and the CRC. Failure to have appropriate staff in attendance at all mandatory sessions will subject the CONTRACTOR to sanctions.

PARA #210: SERVICE AREA

The county service area(s) outlined in Annex I 4.2 Revenue Plan and Units/Persons Served obligate the CONTRACTOR to serve all clients referred by the CRC in such area regardless of where the client lives within the county.

SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

CONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the CRC for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents, or subcontractor as revealed in any subsequent audits. CONTRACTOR understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements. Notwithstanding any other provision of this agreement, CONTRACTOR agrees to notify the CRC verbally and in writing within 24 hours of any hazardous circumstances occurring in any facilities where seniors gather pursuant to this agreement. Hazardous circumstances may include but are not limited to: food poisoning, chemical leaks, hazardous lead exposure, building code violations leading to unsafe conditions, excessive mold or any health emergency that occurs as a direct result of unsafe or hazardous circumstances within the facility.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that the CRC is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the CRC that its use or disclosure of any person's protected health information received from or on behalf of the CRC will be governed by the Business Associate Agreement, attached hereto as Annex G which the CONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

- B. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.
- C. The federal cost principles for determining allowable costs for this contract are OMB Circular A87 and OMB Circular A122.
- D. Fair Labor Standards Act of 1938, as amended.
- E. Georgia Division of Aging Services programmatic policies and procedures, Standards and Guidelines for Area Agencies on Aging, as Amended.

- F. Community Care Services Program Policies and Procedures, as amended.
- G. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.
- H. 45 CFR Part 92
- I. Federal Programmatic Regulations:
 - X TITLE III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended. Older Americans Act of 1965, as amended, Section 311,42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note: Agricultural Act of 1949. as amended, Section 416. 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709,7 U.S.C. 1446a-1. Older Americans Act, as amended, Public Law 106-501. Title III, Part E and VI, Part C.
 - X LONG TERM CARE OMBUDSMAN - Older Americans Act of 1965, as amended (42 USC 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. seq.
 - X SSBG Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35
 - X CCSP - 45 CFR Part 200 Title XIX, Social Security Act of 1987, as amended.
 - X GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511 Older Americans Act of 1965, Title IV, Public Law 89-73, 79 Stat. 218, as amended; Public Law 97-115, 95 Stat. 1595; Public Law 98-459, 98 Stat. 1767; Public Law 100-175; Public Law 100-628, 42 U.S.C. 3031-3037b; Public Law 102-375; Public Law 106-501.

PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS FOR NON-PROFIT AGENCIES

Contractors that expend \$300,000 or more in Federal funds during their fiscal year agree to have a single entity-wide audit conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Contractors expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide audit conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit-reporting package shall include the documents listed in Policy 1244 of the DHS

Directives Information System.

Contractors expending at least \$25,000 but less than \$100,000 in State funds during their fiscal year agree to prepare unaudited entity-wide financial statements for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

CONTRACTOR further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the CONTRACTOR's fiscal year.

Two (2) copies to:

Coastal Regional Commission
Attention: Finance Director
1181 Coastal Drive, SW
Darien, GA 31305

CONTRACTOR understands that according to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could be cause for DHS and the CRC to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the CONTRACTOR from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS, the State Department of Audits and Accounts, or the CRC.

PARA #303: IMMIGRATION AND SECURITY

CONTRACTOR agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, attached hereto as Annex M, that Contractor will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-contract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration. Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

PARA #304: ENTIRE UNDERSTANDING

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION IV: CONTRACT ANNEXES

PARA #401: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

Annex A	Statement of Work
Annex B	Hearing Procedures
Annex C	Certification Regarding Lobbying Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction
Annex D	FY 2022 Financial Forms
Annex E	Taxonomy of Services
Annex F	Report of Certified Cost, Form 5215
Annex G	HIPAA Business Associate Agreement
Annex H	Uniform Cost Methodology
Annex I	4.2 Revenue Plan and Units/Persons Served
Annex J	Code of Conduct Questionnaire
Annex K	Contractor Responsibilities, Rewards, and Sanctions
Annex L	Contract Amendment Correspondences
Annex M	Immigration and Security Form
Annex N	DHS Notice: Critical Incident Reporting

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:


CRC EXECUTION:

Signature – Authorized Person

Typed Name and Title

Typed Name of Agency

Date Signed



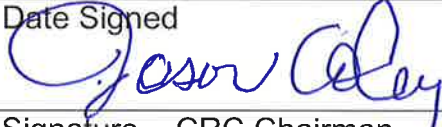
Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

7-20-2021

Date Signed



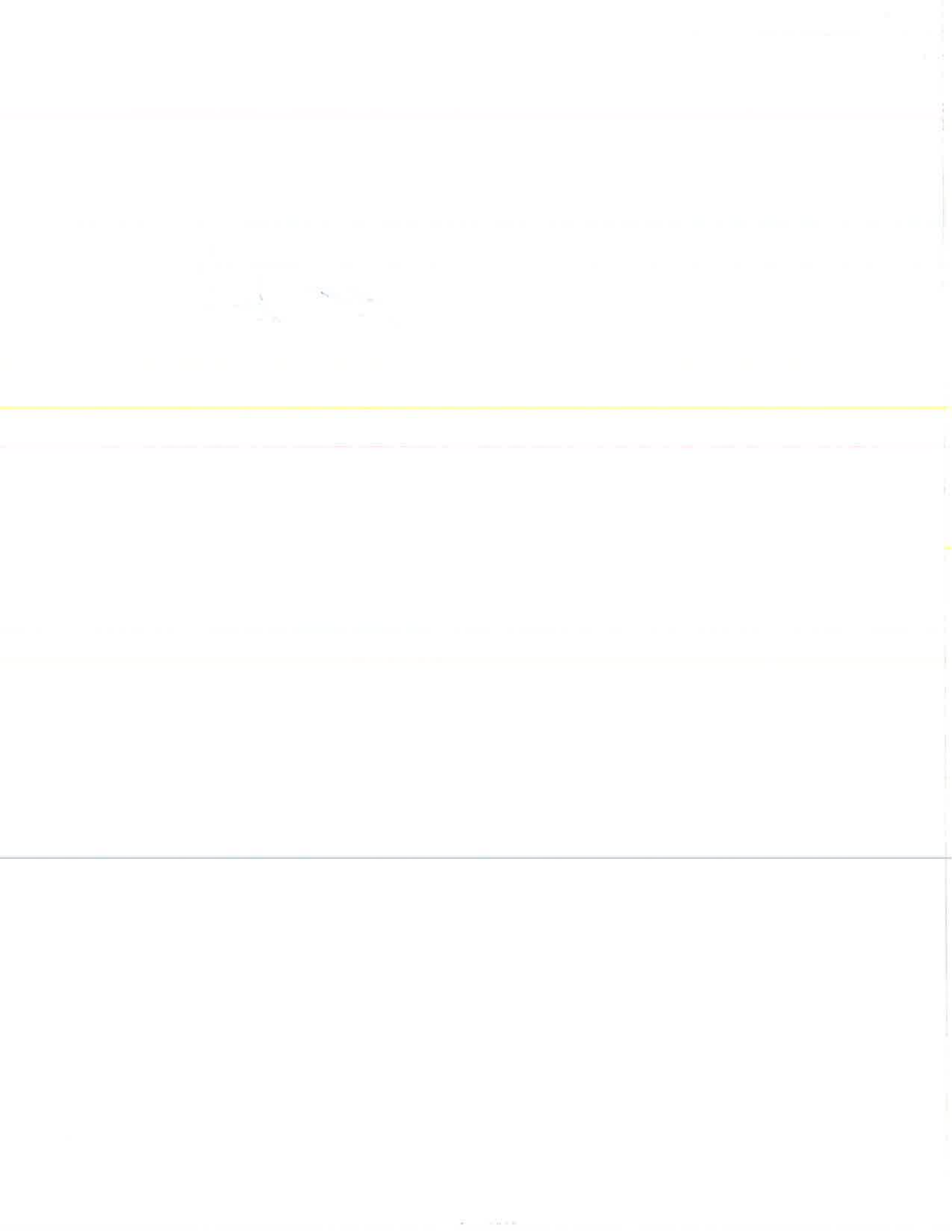
Signature – CRC Chairman

Jason Coley, CRC Chairman

Typed Name and Title

7-20-2021

Date Signed



**Contract # 2022-17
Annex A**

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: City of Brunswick

Address: City of Brunswick
601 Gloucester Street, 2nd Floor
Brunswick, GA 31520
912.265.4610
912.267.5542 (FAX)

Project: Operation of a Senior Center with
Congregate Meals

Contract Period: July 1, 2021 through June 30, 2022

Legal Contact: Regina Middleton McDuffie, City Manager
601 Gloucester Street, 2nd Floor
Brunswick, Ga 31520
(912) 267-5500
(912) 267-5554 (FAX)
tmyers@cityofbrunswick-ga.gov

Programmatic Contact: Darlene Wymes, Site Manager
Roosevelt Harris, Jr. Senior Center
2007 I Street
Brunswick, GA 31520
(912) 267-5520
(912) 267-5591 (FAX)

Center Location: Roosevelt Harris, Jr. Senior Center
2007 I Street
Brunswick, GA 31520
(912) 267-5520
(912) 267-5591 (FAX)

II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Glynn County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)
2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)
3. **To serve 14,214 congregate meals, (units) annually.**
4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.
5. To provide a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.
6. To offer planned activities in offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, Alzheimer's Awareness Month).
7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.
8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown

bag” seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision and documentation of a nutrition education session at least once monthly at each senior center. Each nutrition education session must last at least 15 minutes.
10. To ensure the provision of at least two exercise/physical fitness activities per week at each senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.
11. To ensure the provision of daily recreation activities at each senior center. Recreation activities include but are not limited to, sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider/trained volunteer. Each recreation activity must last at least 30 minutes.
12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at each center.

C. Population to be served

While there are exceptions, congregate participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304.3 and 304.4).

Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Glynn County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and

skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Contractor staff at the senior center will be responsible for preparing meals. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Congregate services must be provided 250 days per year. Closures due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. Gateway as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the "Gateway," or single point of entry for aging programs, including congregated and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA's Gateway intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA Gateway within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where Gateway staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA Gateway staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the Division of Aging Services (DAS) Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA Gateway office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.

I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the DAS Data System (DDS) system once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each congregate client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an "end date" in the client's DDS record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the referral and/or termination of service.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

- a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services. (Volunteer time may be utilized as in-kind local match.)
- b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.
- c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.
- d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.
- e. Attend training sessions scheduled by the AAA or the Division of Aging Services
- f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate meals participants
- g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum
- h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA's Nutrition and Wellness

Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The **City of Brunswick** is a local government. The City Administrator is responsible for the overall performance of the project. The following staff positions with examples of job duties included in this project are:

Senior Center Director/Site Manager - Responsible for everyday operations of the center, including food service activities and oversight of senior activities. Ensures that quality programs and activities are planned and provided. Ensures that programs and services comply with state and local requirements. Prepares and submits (or ensures the preparation and prompt submission of) data entry forms and monthly reports. Maintains client files. Attends training provided by Coastal Georgia AAA. He/she will work approximately 2080 hours on this project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards. A copy of the annual audit will be submitted to the Coastal Regional Commission. Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section III F of this Annex A. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

As illustrated below, Title III (C1) Older Americans Act funding requires a local match of 10%. AoA Nutrition Services Incentive Program (NSIP) funding does not require a local match.

Name of Fund Source	Federal \$ Allocation	State \$ Allocation	Minimum Required Match \$ or In-Kind Donations	Projected Program Income	Projected Fees	Additional Funds Supporting Service	Total Budget
CBS-HCBS		\$ 30,892					\$ 30,892
OAA Title III C1	\$ 95,317	\$ 5,607	\$ 11,214	\$ 11,000			\$ 123,138
CITY OF BRUNSWICK				\$ -		\$ 94,193	\$ 94,193
TOTAL CM Glynn County	\$ 95,317	\$ 5,607	\$ 11,214	\$ 11,000		\$ 94,193	\$ 217,331

The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1) expenditures.

E. Budget

The total amount of this contract is **\$217,331** including local match, program income and other local funds

This is a unit cost contract, and the unit cost is:

- **\$15.29 for congregate**

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

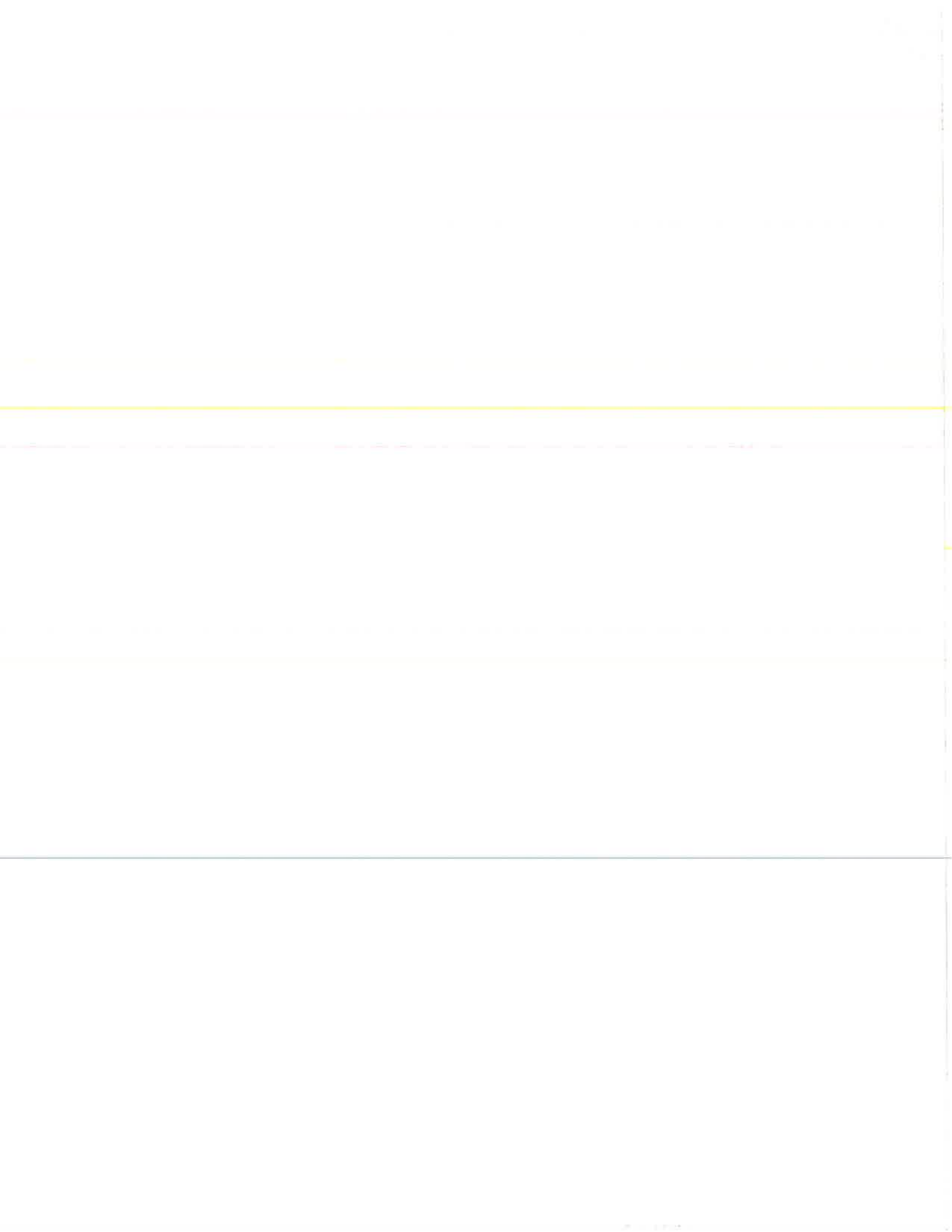
F. Person(s) Authorized to Sign Monthly Reports (Invoices)

The following person(s) are authorized to sign the Monthly Report Form:

_____	_____	_____
Typed or Printed Name	Title	Signature

_____	_____	_____
Typed or Printed Name	Title	Signature

_____	_____	_____
Typed or Printed Name	Title	Signature



**OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES**

I. PURPOSE

The purpose of these procedures is to establish a hearing mechanism in compliance with Title III of the Older Americans Act of 1965, as amended, and its implementing regulations.

II. AUTHORITY

Older Americans Act of 1965, as amended, (Section 307 [a][5]); 42 USC 3027 (a)(5); 45 CFR PART 1321; O.C.G.A. Section 49-6-2; DHR Rules Chapter 290-1-1; or their successors.

III. DEFINITIONS

1. "Grant" means an award of funds from a federal agency to the State Unit of Aging. Subsequent awards below the State Unit on Aging level (grantee level) are referred to in both federal legislation and regulation as a "subgrant" and the recipient as the "subgrantee." The Department of Human Services, Office of Aging utilizes a formal contract to authorize others to provide actual services to clients, and requires its contractors to utilize a formal subcontract to authorize others to provide any services to clients. The Office of Aging also requires that any subcontractual relationships be indicated in the Area Plan on Aging.

For the purposes of this Hearing Procedure:

- A. The terms "contract" or "contractor" shall mean the Area Agency on Aging (AAA) having a direct contractual relationship with the Office of Aging.
 - B. "Subcontractor" shall mean an entity authorized by subcontract with the AAA or another service provider to provide services to older Georgians funded through a subgrant (subcontract) under the AAA's plan as defined in 45 CFR Part 1321.3 with the express approval of the Area Agency on Aging and/or the Office of Aging through the approved Area Plan on Aging.
2. "Service Provider" means the entity that is awarded a subcontract from an AAA to provide services to older Georgians under the Area Agency on Aging's Area Plan on Aging as defined in 45 CFR Part 1321.3

For purpose of these Hearing Procedures, "Service Provider" shall also mean, an entity:

- A. Which has been awarded a contract from the AAA to provide services; or,
- B. Which has been awarded a subcontract from a primary service provider (AAA contractor) to provide services as approved by the AAA, to older Georgians under the Area Agency on Aging's Area Plan on Aging.

3. "Adverse Action" means:
 - A. The denial of an application to provide services under an Area Plan on Aging; or,
 - B. The termination or nonrenewal of a contract or subcontract for provision of services under an Area Plan on Aging; or,
 - C. The termination or nonrenewal of a grant, subgrant, contract or subcontract for the provision of nutrition services with a service provider who was once a Title VII nutrition project service provider; or,
 - D. The denial of an application for designation as an Area Agency on Aging or
 - E. The withdrawal of designation as an Area Agency on Aging; or
 - F. The disapproval of an application for designation of a Planning and Service Area.
4. "State Unit on Aging" means the Department of Human Services, Office of Aging as identified in the State Plan on Aging. For purposes of these Hearing Procedures, the terms "State Unit on Aging" and "Office of Aging" are interchangeable.
5. "State Plan on Aging" means the plan developed by the State Unit on Aging and submitted to the Commissioner of the Administration on Aging as specified in Section 307 of the Older Americans Act of 1965, as amended.
6. "Area Agency on Aging" (AAA) means the organization designated by the State Unit on Aging in accordance with Section 305 (5) (C) of the Older Americans Act of 1965, as amended, and as identified in the State Plan on Aging.
7. "Area Plan on Aging" means the plan developed by the designated Area Agency on Aging for a Planning and Service Area as specified in Section 306 of the Older Americans Act of 1965, as amended.
8. "Hearing Officer" means the Director of the Office of Aging or his/her designee.
9. "Applicant to Provide Services" means an entity:
 - A. Which is responding to a Request for Proposal as issued by an Area Agency on Aging; or,
 - B. Which is responding to an approved (by the AAA) solicitation issued by a primary service provider (contractor) of the Area Agency on Aging.

IV. PROCEDURES FOR REQUESTING A HEARING

1. An opportunity for a hearing will be offered to:
 - A. Any applicant for designation as an Area Agency on Aging; or,
 - B. Any Area Agency on Aging; or,

- C. Any applicant to provide a service under an Area Plan on Aging;
- D. Any Title III service provider, under an Area Plan on Aging; or
- E. Any applicant for designation as a Planning and Service Area.

who has been subject to an adverse action as defined above by a current service provider, Area Agency on Aging or the State Unit on Aging.

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.
3.
 - A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA's subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA's final decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.
4.
 - A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the

adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

C. If the decision being appealed was made by the Office of Aging, the Director shall designate a hearing officer from outside the Office of Aging to preside over the formal hearing.

5. The issue at the reconsideration conference shall be limited to whether or not the decision being appealed was reached in accordance with the applicable procedures and was within the scope of authority of the agency taking the action.

V. SCOPE OF ISSUES AT HEARING

The issue at the hearing will be limited to whether or not the decision being appealed was reached in accordance with the applicable procedure and was within the scope of authority of the agency taking the action. Applicable current State and Federal laws and regulations concerning procurement, and the "Procedures for Competitive Procurement," Department of Human Services, Office of Aging, will govern. Where the issue involves the award, denial or termination of a contract or subcontract, ordinary principles of Georgia contract law will also govern.

VI. HEARING PROCEDURES

1. The hearing request will not stay or otherwise delay implementation of the action appealed, unless a stay or delay is requested in writing and granted by the Hearing Officer.
2. Within thirty (30) calendar days of receipt of the hearing request by the Office of Aging, the Hearing Officer will mail or deliver to the parties a written notice of hearing, giving at least fifteen (15) calendar days advance notice of the hearing date.
3. The hearing will be conducted according to the "contested case" procedures of the Georgia Administrative Procedure Act and DHS Rules Chapter 290-1-1, or their successors.
4. If the hearing is conducted by the Director of the Office of Aging, his or her written ~~decision will be issued to the parties within thirty (30) calendar days of closure of the hearing record~~ and will constitute the final administrative decision of the Department of Human Services. The decision of the Director of the Office of Aging will advise the parties of any available judicial or Federal administrative appeal rights.
5. If the hearing is held by a designee of the Director, the Hearing Officer will issue a written recommended decision to the parties and to the Director within thirty (30) calendar days of closure of the hearing record. The Director of the Office of Aging may affirm, modify, or reverse the recommended decision on his or her motion, or on written application of either party filed within thirty (30) calendar days of issuance of the recommended decision. The Director's decision will constitute the final administrative decision of the Department of Human Services, and will advise the parties of any available judicial or Federal administrative appeal rights.



SUBJECT: Agreement for Jekyll Island Fire Department to use the Brunswick Fire Department dispatchers and radio channel.

COMMISSION ACTION REQUESTED ON: August 5, 2021

PURPOSE: To decrease the time that it takes for Jekyll Island Fire Department to be dispatched to emergency calls.

HISTORY: Presently when the 911 Center receives emergency calls from Jekyll Island, they in turn call the State Patrol dispatch on Jekyll Island and the State Patrol dispatch notifies the Jekyll Fire Department. This process slows response time creating a life safety issue for Jekyll Island residents and visitors.

FACTS AND ISSUES: An agreement has been correlated to allow Jekyll Island Fire Department to utilize the Brunswick Fire Department dispatchers and radio channels to improve the Jekyll Island Fire Department response to emergency calls.

BUDGET INFORMATION: N/A

OPTIONS:

1. Approve
 2. Do not approve
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve

DEPARTMENT: Fire


Prepared by: Randy Mobley Brunswick Fire Chief

ADMINISTRATIVE COMMENTS:

No additional comment.

ADMINISTRATIVE RECOMMENDATION:

Approve


City Manager

7/27/21
Date

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between **THE JEKYLL ISLAND-STATE PARK AUTHORITY** (hereinafter referred to as the "JIA") and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Glynn County, Georgia, and the City of Brunswick have established the Joint Public Safety Communications Department (hereinafter referred to as the "JPSCD") and the JPSCD Oversight Committee by entering into an Agreement for a Joint Public Safety Communications Department (hereinafter the "JPSCD Agreement"); and

WHEREAS, the JPSCD provides radio coverage for police, fire and EMS services, as well as for other public and/or private entities whose services provide a benefit to the citizens of Glynn County and the City of Brunswick; and

WHEREAS, the JPSCD utilizes the JPSCD Public Safety Communications System (hereinafter sometimes referred to as the "System" or the "800 MHz System") to provide the radio coverage contemplated herein; and

WHEREAS, the JPSCD and the JPSCD Oversight Committee oversee the emergency 911 communications center (hereinafter the "E-911 Center") serving Glynn County and the City of Brunswick; and

WHEREAS permanent records of calls and events will continue to be recorded and maintained by the JPSCD utilizing Computer Aided Dispatch (hereinafter "CAD"); and

WHEREAS, the JIA desires to contract with the County for dispatch and call-taking services as outlined in this Services Agreement as recommended by the JPSCD Oversight Committee, with such services to be provided by JPSCD to JIA 24 hours a day, 7 days a week, 365 days a year;

WHEREAS, the County desires to enter into an agreement for JPSCD to provide JIA with dispatch and call-taking services as outlined in this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereto do mutually agree as follows:

A. JIA AGREES:

1. JIA shall be responsible for the cost of acquiring, maintaining, replacing, and programming its own radio equipment and any equipment necessary to operate on the JPSCD's 800 MHz System. JIA's purchase of radio equipment must first be approved by Motorola, Inc., the County's radio system engineer, and the JPSCD prior to the purchase of said equipment. The JPSCD must approve of the radios, related radio equipment, and radio call signs to be used by JIA before JIA may use them.

2. JIA's use of the System will not result in any additional equipment costs to the JPSCD, the City of Brunswick, or the County.

3. Programming, servicing, and/or repairing of the radios and equipment used by JIA shall, upon the request of and at the expense of JIA, be performed by JPSCD personnel or vendors authorized by JPSCD and in a manner approved by JPSCD.

4. There shall be no more than thirteen (13) radio units of JIA connected to the System, unless additional units are approved pursuant to this paragraph. These units shall include only those radios set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, or replacements of those radios as permitted in Paragraph A.5. below. Any request to add additional radios and/or equipment by JIA must be submitted in writing to the Glynn-Brunswick 911 Center Director and is subject to the approval of the JPSCD, prior to the addition of such radios and/or equipment to the System. If the JPSCD approves the addition of radios and/or equipment, the formula in the JPSCD Agreement's Appendix "D", Operating Cost Allocation, attached hereto as Exhibit "B" and incorporated herein by reference, shall determine the cost for said additional services. All costs for additional services shall be paid as pursuant to Paragraph A.7. below.

5. JIA shall submit a list of the serial numbers for all radios utilizing the services set forth herein and shall notify the JPSCD if there are any changes in JIA's radio

inventory, including but not limited to equipment that is out of service due to extensive damage or upgrade.

6. JIA agrees to abide by all Federal Communications Commission ("FCC") promulgated rules and regulations regarding public safety radio transmissions as set forth in the FCC licenses.

7. In accordance with Appendix D, Operating Costs Allocation, attached hereto as Exhibit "B", JIA shall pay to the County an Operating Cost Fee for the services provided under this Agreement. The Operating Cost Fee for JIA shall be its proportion of the JPSCD's annual cost based on the number of radios supported under the System used by JIA, as calculated through the equation established in Exhibit "B". JIA shall pay said Operating Cost Fee in quarterly installments, with each installment being due and payable within thirty (30) days of the date of the invoice provided by the County. Payments shall be made payable to the Glynn County Board of Commissioners and forwarded to:

Glynn County Finance Department
1725 Reynolds Street, 3rd Floor
Brunswick, Georgia 31520

Failure to pay within ten (10) days of late notice may result in cancellation of the service and immediate termination of this Agreement by the County for cause. Said payments will be distributed by the County in accordance with Section IV., titled "Finance", of the JPSCD Agreement.

8. Should interference or problems arise because of JIA's use of the JPSCD's 800 MHz System, JIA shall be required to discontinue or modify its use of the System. Such discontinuance or modification shall be done immediately after notification by the JPSCD of interference or system problems. If JIA fails to rectify the problem within one (1) hour of notification, the JPSCD may discontinue or modify JIA's use of the System.

B. THE COUNTY AGREES:

Upon qualification of JIA for the services as outlined in Section A above, Glynn County shall provide JIA with the police dispatch and call-taking services of the JPSCD

E-911 Center and shall use its best efforts to provide the communications capacity needed for the services outlined herein.

C. IT IS FURTHER AGREED BY THE PARTIES:

1. AMENDMENTS. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

2. TERM AND TERMINATION. The term of this Agreement shall commence on September 1, 2021, and shall terminate on June 30, 2022. This Agreement may be terminated by either party without cause upon one hundred eighty (180) days prior written notice to all other parties.

3. NOTICES. To provide for consistent and effective communication between the parties, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this Agreement. The principal representatives for this Agreement are listed below.

As to Glynn County:

Cara Richardson, CMCP
Director, Glynn-Brunswick E911 Communications Center
157 Carl Alexander Way
Brunswick, Georgia 31525
Phone Number: (912) 279-2913
Facsimile: (912) 554-7878

As to JIA:

Dennis Gailey, Director of Public Safety
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527
Phone Number: 912-635-4000

4. REFUNDS. Should this Agreement be terminated for cause by the County, no refunds of the operational fees or any other payments will be made to JIA.

5. TOTALITY OF AGREEMENT. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this

Agreement if they alter, vary, or contradict this Agreement. No assignment or transfer of this Agreement or any right accruing hereunder shall be made in whole or in part by JIA without the express written consent of the County.

6. LEGALITY OF AGREEMENT. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate law or regulations, and the remainder of this Agreement shall not be affected but shall remain in full force and effect. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

7. APPLICABLE LAW. Notwithstanding statutory exemptions or exclusions, JIA agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefore, including all issues relating to liability for taxes, licenses or fees levied by the State. JIA irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in a Georgia court, and the laws of the State of Georgia shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals as of the date written above in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original of this Agreement.

(Signatures on the following page)

GLYNN COUNTY, GEORGIA:

WAYNE NEAL, CHAIRMAN
GLYNN COUNTY BOARD OF
COMMISSIONERS

Attest:

COUNTY CLERK

Date_____

(Seal)

CITY OF BRUNSWICK, GEORGIA:

CORNELL L. HARVEY, MAYOR
CITY OF BRUNSWICK, GEORGIA

Attest:

(Seal)

Date_____

THE JEKYLL ISLAND AUTHORITY:

JONES HOOKS, EXECUTIVE DIRECTOR
THE JEKYLL ISLAND-STATE PARK AUTHORITY

Attest: _____

Date_____

(Seal)

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED
OGLETHORPE CONFERENCE CENTER
MEMORANDUM OF UNDERSTANDING**

by and between

THE CITY OF BRUNSWICK

and

GLYNN COUNTY, GEORGIA

Dated as of _____, 2021

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED
OGLETHORPE CONFERENCE CENTER
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF BRUNSWICK
AND
GLYNN COUNTY**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED OGLETHORPE CONFERENCE CENTER MEMORANDUM OF UNDERSTANDING (hereinafter sometimes referred to as the “Second Amendment”) is made and entered into as of _____, 2021, (the “**Effective Date**”), by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners (hereinafter referred to as “**City**”) and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State to Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the “**County**”), and amends that certain Amended and Restated Oglethorpe Conference Center Memorandum of Understanding, dated April 7, 2016, as amended on December 30, 2019, by and between the City and County (hereinafter sometimes referred to as the “2016 Oglethorpe MOU”).

RECITALS

WHEREAS, on both September 18, 2001, and November 8, 2005, the qualified voters of Glynn County and the City of Brunswick approved the imposition of a Special Purpose Local Option Sales Tax (SPLOST) in the special district of Glynn County, which SPLOSTs are commonly known as SPLOST IV and SPLOST V respectively;

WHEREAS, SPLOST IV and SPLOST V contained funding for various capital outlay projects, including the “Oglethorpe Convention Center”, also known and sometimes referred to as the “Oglethorpe Conference Center” (hereinafter the “Oglethorpe Center”);

WHEREAS, in 2001, the City and County entered into a “SPLOST IV Agreement” which addressed, among other things, the Oglethorpe Center; and, in 2003, the City and County entered into an “Oglethorpe Conference Center Memorandum of Understanding” (hereinafter sometimes the “2003 Oglethorpe MOU”), which also addressed the understanding between the parties pertaining to the Oglethorpe Center;

WHEREAS, on April 7, 2016, the City and County entered into an Amended and Restated Oglethorpe Conference Center Memorandum of Understanding (hereinafter sometimes referred to as the “2016 Oglethorpe MOU”), which amended, restated, and superseded the 2003 Oglethorpe MOU in its entirety, and set forth, among other things, the understandings and stipulations between the parties regarding the construction of the Oglethorpe Conference Center, including provisions on the project timeline and location;

WHEREAS, after various project expenditures, consisting primarily of planning, design and demolition costs expended in pursuit of completing the Oglethorpe Center, approximately

\$1,300,441 of the \$2,000,000 originally budgeted and collected by the County under SPLOST IV for the Oglethorpe Center remains in the SPLOST IV account held by Glynn County for such project; and, approximately \$1,204,051 of the \$1,500,000 originally budgeted and collected by the City under SPLOST V for the Oglethorpe Center remains in the SPLOST V account held by the City of Brunswick for such project (such funds hereinafter sometimes collectively referred to as the “remaining Oglethorpe Center project proceeds”);

WHEREAS, pursuant to the 2016 Oglethorpe MOU, the County conveyed certain real property to the City (hereinafter the “Oglethorpe Property”) at no cost for the specific purpose of constructing, maintaining, and operating the Oglethorpe Conference Center on such property;

WHEREAS, the 2016 Oglethorpe MOU, as amended on December 30, 2020, provides that the City will substantially complete the Oglethorpe Center on the Oglethorpe Property by April 7, 2022, or alternatively, that the City would pay the County the fair market value of the Oglethorpe Property if it was not substantially completed on the Oglethorpe Property by such date;

WHEREAS, by joint resolution adopted by both the City and County in January, 2021, the City and County declared the Oglethorpe Center to be infeasible, as defined by O.C.G.A. § 48-8-123, and called for a special election to be held on March 16, 2021, for the purpose of submitting to the voters of Glynn County the question of whether the Oglethorpe Center project could be modified to authorize the use of the remaining Oglethorpe Center project proceeds for the purpose of reducing ad valorem taxes of the County and City (the “modified purpose”);

WHEREAS, on March 16, 2021, the voters of Glynn County approved a modified purpose for the remaining Oglethorpe Center project proceeds;

WHEREAS, the City and County hereby desire to further amend 2016 Oglethorpe MOU, as amended, and update the terms thereof to reflect and implement the voter approved modified purpose for the remaining Oglethorpe Center project proceeds, it being to the mutual benefit of both parties to do so;

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the public purposes herein contained and provided for, the City and County, acting through their respective Boards of Commissioners, do hereby agree to further amend the 2016 Oglethorpe Memorandum of Understanding between them, as previously amended on December 20, 2020, as follows:

(1) Infeasibility / Project Modification. The City and County hereby reaffirm their findings and determinations that the Oglethorpe Conference Center has become infeasible, as defined by O.C.G.A. § 48-8-123, insofar as it has, in the judgment of both governing authorities, become impracticable, unrealistic, and otherwise not in the best interests of the citizens of Glynn County. The Oglethorpe Conference Center project shall be modified, as approved by the voters of Glynn County in the special election held for such purpose on March 16, 2021, so that the remaining Oglethorpe Center project proceeds are used for the modified purpose of reducing ad valorem taxes of the County and City.

(2) **Oglethorpe Center Project.** Pursuant to O.C.G.A. § 48-8-123 and the voter referendum held on March 16, 2021, the parties agree that neither the City nor the County shall be obligated or required to construct or operate the Oglethorpe Center project as approved by the voters under SPLOST IV and SPLOST V, notwithstanding anything to the contrary contained in the SPLOST IV Agreement, the 2003 Oglethorpe Agreement, and/or the 2016 Oglethorpe Agreement, as amended. The City and County hereby release each other from any and all further obligations or promises to the other party to construct or maintain the Oglethorpe Center, or to fund the construction or maintenance thereof.

(3) **Remaining Project Proceeds.** The City and County agree and stipulate that the Oglethorpe Center is a joint project, as such term is used under O.C.G.A. § 48-8-123, and that the remaining Oglethorpe Center project proceeds should be divided between the City and County as set forth herein. Pursuant to O.C.G.A. § 48-8-123(c), the City and County agree that the remaining project proceeds in the approximate aggregate amount of \$2,504,492 shall be divided between the City and County as follows:

(a) the City shall retain and receive, as its share of the remaining project proceeds, the remaining approximately \$1,204,051 that is currently being held in the City's SPLOST V account for the Oglethorpe Center. The City shall pay the entirety of its share of the remaining proceeds into the City's general fund be used for the purpose of reducing ad valorem taxes of the City; and

(b) the County shall retain and receive, as its share of the remaining project proceeds, the remaining approximately \$1,300,441 that is currently being held in the County's SPLOST IV account for the Oglethorpe Center. The County shall pay the entirety of its share of the remaining proceeds into the County's general fund be used for the purpose of reducing ad valorem taxes of the County.

(4) **Oglethorpe Property / Winchester Building Site.**

(a) It remains the intent, understanding, and agreement of the parties hereto that the City pay the County the fair market value of the "former Winchester Building Site" (a/k/a the "Oglethorpe Property") located at 1609 Newcastle Street, Brunswick, Georgia, between Newcastle and Bay Streets, and having Parcel Number 01-02011. Said Property (hereinafter referred to as the "former Winchester Building Site" or the "Property") is the same property that was previously conveyed in 2016 by the County to the City at no cost by Quitclaim Deed recorded at Deed Book 3570, Page 382, Glynn County records, for the specific purpose of constructing, maintaining, and operating the Oglethorpe Conference Center on such property, pursuant to the terms of the 2016 Oglethorpe MOU, as amended.

(b) The City's obligation to pay the County the fair market value of the former Winchester Building site pursuant to the process set forth in Paragraph 2(b) of the 2016 Oglethorpe MOU, as amended, shall be stayed for a period of two (2) years (hereinafter the "two-year stay period") from the Effective Date of this Second Amendment, or until the parties hereto otherwise agree in writing to an alternative method of adequately compensating the County for the Property, whichever comes first.

(c) During said two-year stay period, the City intends to market the “former Winchester Building Site” and include it in plans, along with the City’s adjacent parcel, for redevelopment through appropriate development measures, which may include the City’s Urban Redevelopment Agency (“URA”). The County consents to such marketing by the City, subject to the terms of this Second Amendment and the terms of the 2016 Oglethorpe MOU, as amended, generally.

(d) At any time after the expiration of the two-year stay period, the County may submit its “demand” to the City for payment of fair market value for the “former Winchester Building Site” (as contemplated under Paragraph 2(b)), which “demand” will initiate the general process and timeline for obtaining appraisal(s) and payment to the County as set forth in the 2016 Oglethorpe MOU, as amended, notwithstanding any language contained in said Paragraph 2(b) regarding such process being tied to the substantial completion, substantial completion deadline or date, or similar language regarding completion of the Oglethorpe Center. Said two-year stay period may be extended upon the mutual written consent of both the City and County.

(e) The City and County agree that no portion of the “former Winchester Building Site” (or any interest therein) shall be sold, assigned, conveyed, transferred, leased, or otherwise disposed of by the City (or any other party) until such time that the County receives payment of the fair market value of the Property from the City pursuant to the general process set forth in the 2016 Oglethorpe MOU, as amended, or the City and County otherwise agree in writing to an alternative method of adequately compensating the County for the Property, whichever comes first.

(5) **Effective Date.** This Second Amendment to the *Amended and Restated Oglethorpe Conference Center Memorandum of Understanding by and between the City of Brunswick and Glynn County* shall immediately become effective (the “Effective Date”) on the date that this Second Amendment is last executed by the City or County, as shown on the signature page hereof.

(6) **Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(7) **Agreement Otherwise Unmodified.** Except as specifically set forth and amended in this Second Amendment, the 2016 Oglethorpe Agreement, as amended, is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the 2016 Oglethorpe MOU, as amended, and this Second Amendment, the terms of this Second Amendment shall control and take precedence.

(8) **Recitals.** The recitals set forth above in this Second Amendment are made a part of this Second Amendment and are incorporated herein by reference.

IN WITNESS WHEREOF, City of Brunswick, Georgia, and Glynn County, Georgia, intending to be legally bound hereby as of the Effective Date hereof, have caused this *Second Amendment to the Amended and Restated Oglethorpe Conference Center Memorandum of*

Understanding by and between the City of Brunswick and Glynn County to be entered into and executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials.

Executed by Glynn County, Georgia this ____ day of _____, 2021.

GLYNN COUNTY, GEORGIA:

(SEAL)

By: _____
Wayne Neal, Chairman
Glynn County Board of Commissioners

Attest: _____
Dhwani Patel, County Clerk

Executed by the City of Brunswick, Georgia, this ____ day of _____, 2021.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cornell L. Harvey, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk