

# CITY OF BRUNSWICK

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

Cosby H. Johnson, Mayor  
Julie T. Martin, Mayor Pro Tem  
John A. Cason III, Commissioner  
Felicia M. Harris, Commissioner  
Kendra L. Rolle, Commissioner

City Attorney  
Brian D. Corry

City Manager  
Regina M. McDuffie

## AGENDA

\*\*\*

### BRUNSWICK CITY COMMISSION REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, SEPTEMBER 20, 2023 AT 6:00 P.M. 1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

### CALL TO ORDER \*\*INVOCATION \*\*PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

1. Adoption of September 20, 2023 Regular Scheduled Meeting Agenda.

#### PUBLIC COMMENT

#### ALCOHOL LICENSE VIOLATION

2. Consider Disciplinary Actions for Jerk Shack Alcohol Sales Violations ~ Selling and Serving Alcohol After Hours. (A. Brown) (Encl. 1)

#### APPOINTMENT(S)

3. Coastal African American Historic Preservation Commission – One Appointment

#### ITEM(S) TO CONSIDER FOR APPROVAL

4. Consider Approval of September 6, 2023 Regular Scheduled Meeting Minutes. (subject to any necessary changes.) (N. Atkinson) (Encl. 2)
5. Consider Approval of Resolution to Adopt the 2023 Comprehensive Plan. (J. Hunter) (Encl. 3)
6. Consider Approval Authorizing Resolution GDOT/FTA 5307 Transit Funding Application. (J. Hunter) (Encl. 4)

#### CITY ATTORNEY'S OFFICE

7. Consider Approval of Agreement Between the City of Brunswick and Glynn-Brunswick Land Bank Authority for the Provision of Services. (Encl. 5)
8. Consider Approval of Amendments to Employment Contract Between the City of Brunswick and City Manager Regina McDuffie.

#### EXECUTIVE SESSION



**SUBJECT: Jerk Shack**

---

**COMMISSION ACTION REQUESTED ON:** August 15, 2023

**PURPOSE:** Ordinance Violation

**HISTORY:** Jerk Shack is in violation for selling and serving alcohol after hours per City Ordinance.

**FACTS AND ISSUES:** Violation of City ordinance code section 3-18 (b)(3)3-13 (c)

Alcoholic beverages shall not be sold on Sundays for consumption on the premises except as set forth in subsections (d), (f) and (g) of this section. Alcoholic beverages shall not be sold for consumption on the premises on any other day of the week between the hours of 1 :45 a.m. and 8:00 a.m. All customers shall be required to vacate the licensed premises by 2:00 a.m. on that day of operation and no drink order shall be placed or filled subsequent to 1 :45 a.m.

Police report is attached and there is video bodycam footage if needed.

**BUDGET INFORMATION:**

**OPTIONS:**

**DEPARTMENT RECOMMENDATION ACTION:** At discretion of the City Commissioners.

---

**DEPARTMENT:**

---

Prepared by: A. Brown, Deputy Marshal


---

**ADMINISTRATIVE COMMENTS:**

---

**ADMINISTRATIVE RECOMMENDATION:**

---

  
City Manager

8/15/2023  
Date

Incident Report for 23BP18357

---

**Narrative**

Officer: Capt. M. Wilson  
Subject: Ordinance Violation  
Date: 23 July 2023  
Report:

COPY

On the above date and time, I (Capt. M. Wilson ) was on duty, in uniform and driving a police vehicle.

I responded to the parking lot of this location after being advised by other police units concerning the loitering of persons in the parking lot. I arrived around 0145hrs and began driving around the parking lot of the business.

After several minutes the crowd began to leave the area however I did observe several cars in the parking lot and the music still playing. The sign in the front window advised "OPEN".

I continued to watch the area until 2:15am when I drove to the front of the business and made contact with security at the front door talking to 3-4 patrons. I requested the manager when he stated, "Whats the problem?" I told the male I need to speak with the manager and I entered the front door and activated my body worn camera.

I immediately could see several customers at least 15-20 still inside dancing and observed bartenders still serving alcoholic beverages to persons going to the bar. Also customers were still consuming alcoholic beverages to include beer and other drinks.

I advised the staff they needed to shut down immediately as this was a clear violation of the City of Brunswick Ordinance.

I requested a case number for completion of an incident report to be forwarded to the City Marshal.

After I left the parking lot around 0230hrs I was advised by Lt. Merritt that the owner had approached him prior to him leaving and advised he didn't know what was going on, because he was in the back along with some other statements to include they were having an event for a person that had died.

No further incidents to report.

*Incident Report for 23BP18357*

---

Capt. M. Wilson #B106

\*If there was an arrest involved with this incident did you:  
-Check handcuffs for tightness and double lock? Yes/No

\*If there was a transport involved with this incident did you:  
-Check your back seat for contraband before and after transport? Yes/No  
-Secure the transported prisoner with a seatbelt? Yes/No

\*Are all relevant documents/videos/photos uploaded to Spillman? Yes/No

## Amy Brown

---

**From:** Katherin Sparks  
**Sent:** Sunday, August 13, 2023 6:38 AM  
**To:** Amy Brown; M. Wilson  
**Subject:** FYI Jerk Shack

Last night the owner of the Jerk Shack did call for us to clear the parking lot due to people not wanting to leave. He showed he was being a responsible owner and was in the parking lot cleaning up with others employees. K. Sparks 488

COPY

**OFFICIAL MINUTES  
BRUNSWICK CITY COMMISSION  
REGULAR SCHEDULED MEETING  
WEDNESDAY, SEPTEMBER 6, 2023  
AT 6:00 P.M.  
1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR  
&**

**STREAMED LIVE AT THE BELOW WEB ADDRESS:**

<https://www.facebook.com/citybwkga>

**PRESENT:** Honorable Mayor Cosby Johnson, Mayor Pro-Tem Julie Martin, Commissioner John Cason III, Commissioner Felicia Harris and Commissioner Kendra Rolle

**CALL TO ORDER:** Mayor Johnson ~ *meeting began at 6:00 p.m.*

**INVOCATION:** Pastor Craig Campbell, Zion Baptist Church

**PLEDGE OF ALLEGIANCE:** Recited in unison by all in attendance.

**ADDENDUM TO AGENDA**

Mayor Pro Tem Martin made a motion to move item number eleven (11) under the executive session section of the agenda; seconded by Commissioner Harris. Motion passed unanimously.

**APPROVAL OF AGENDA**

1. Adoption of September 6, 2023 Regular Scheduled Meeting Agenda.

Mayor Pro Tem Martin made a motion to adopt August 16, 2023 agenda with the aforementioned addendum; seconded by Commissioner Rolle. Motion passed unanimously.

**PUBLIC COMMENT**

1) Titania Cook, Juneteenth Organizer addressed the commission regarding event planned for Opal Lee Day.

**POINT OF PRIVILEGE**

Commissioner Rolle thanked City Staff for their work in preparation for tropical storm Idalia. Mayor Johnson echoed Commissioner Rolle sentiments on behalf of the entire commission.

**UPDATE(S)**

2. Community Development Block Grant. (*D. Bravo*)

Following update, commission thanked Director Bravo.

**PUBLIC HEARING - ORDINANCE**

3. Proposed Zoning Ordinance 1081 - Zoning Ordinances Revisions. (*J. Hunter*)

Mayor Johnson opened the floor to anyone wanting to address the commission regarding proposed ordinance number 1081.

No one came forth to address the commission.

Public Hearing closed ~ (6:45 p.m.)

**ALCOHOL LICENSE VIOLATION**

4. Consider Disciplinary Actions for Jerk Shack Alcohol Sales Violations ~ Selling and Serving Alcohol After Hours. (*A. Brown*)

Commissioner Harris made the motion to place Jerk Shack on probation until September 20, 2023 commission meeting; giving the commission time to decide on action/stipulation(s) to be taken; seconded by Commissioner Cason. Motion passed unanimously.

**ITEM(S) TO CONSIDER FOR APPROVAL**

5. Consider Approval of August 16, 2023 Public Hearings/Regular Scheduled Meeting Minutes and August 23, 2023 Special Called Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*)

Commissioner Rolle made a motion to approve August 16, 2023 public hearings/regular scheduled meeting minutes and August 23, 2023 special called meeting minutes; seconded by Mayor Pro Tem Martin. Motion passed unanimously.

6. Consider Approval of July 31, 2023 Financial Reports. *(K. Mills)*

Commission Harris made a motion to approve the above-referenced reports as submitted; seconded by Mayor Pro Tem Martin. Motion passed unanimously.

7. Consider Approval of Contract Amendment with DRMP, Inc. for the Design and Permitting Services for Glynn Avenue Link Trail along US Hwy 17 from Overlook Park to the Torras Causeway.

*(G. Alberson)*

Commissioner Cason made a motion to deny the above-referenced contract amendment, and have staff explore alternative options; seconded by Commissioner Rolle. Motion passed unanimously.

8. Consider Approval Authorizing Mayor to sign an Agreement with GWES Engineering in the Amount of \$249,400 for Engineering and Design Services for the Bay-Newcastle Roundabout Project.

*(G. Alberson)*

Mayor Pro Tem Martin made a motion authorizing Mayor Johnson to sign the above-referenced agreement; seconded by Commissioner Cason. Motion passed unanimously.

9. Consider Approval of Agreement with EMC Engineering Services, Inc. for Survey and Design Tasks Related to the Resurfacing of Altama Avenue between First Street and Glynn Isles Drive

*(G. Alberson)*

Commissioner Cason made a motion to approve the above-referenced agreement; seconded by Commissioner Harris. Motion passed unanimously.

**CITY ATTORNEY'S OFFICE**

10. Consider Adoption ~ Ordinance 1081 - Amendment to Zoning Ordinance. *(J. Hunter)*

Commissioner Cason made a motion to adopt the above-referenced ordinance; seconded by Commissioner Harris. Motion passed unanimously.

\*\*

*Mayor Johnson recognized Gwendolyn Atkinson-Williams in the audience, who assisted in with the indigent care shelter during the tropical storm Idalia.*

\*\*

**EXECUTIVE SESSION**

Mayor Pro Tem Martin made a motion to hold an executive session to discuss litigation and personnel; seconded by Commissioner Harris. Motion passed unanimously.

**RECONVENE FROM EXECUTIVE SESSION**

Mayor Johnson announced no action was taken.

11. Consider Approval of Amendments to Employment Contract Between the City of Brunswick and City Manager Regina McDuffie.

Mayor Pro Tem Martin made a motion to defer consideration of the above-referenced employment contract; seconded by Commissioner Harris. Motion passed unanimously.

Commissioner Harris made a motion to adjourn; seconded by Commissioner Rolle. Motion passed unanimously.

**MEETING AJOURNED** – *meeting adjourned at 8:40 p.m.*

/s/Cosby H. Johnson

Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson

Naomi D. Atkinson

City Clerk



**SUBJECT: Resolution to Adopt the 2023 Comprehensive Plan**

---

**COMMISSION ACTION REQUESTED ON: September 20, 2023**

**PURPOSE:** Resolve to approve the 2023 Comprehensive Plan

**FACTS AND ISSUES:** The City Planning Department, has completed the comprehensive plan preparation process. The Comprehensive Plan is required by the state and has been prepared according to the rules for local comprehensive planning adopted by the Georgia Department of Community Affairs (DCA). This planning process will ensure quality growth and assist the City of Brunswick in prioritizing expenditure of funds and coordinating future efforts. The plan focuses on bringing currently adopted City plans into a single, cohesive document, so that priorities, action plans, and responsibilities can all be easily coordinated.

The Comprehensive Plan was transmitted to the Coastal Regional Commission and the Department of Community Affairs to review for compliance with State standards on August 3, 2023. We received approval from the CRC on August 23, 2023 and from DCA on August 28, 2023.

The governing body must approve a Resolution to Adopt the plan. The proposed Resolution and Draft Comprehensive Plan is attached for your review.

---

**OPTIONS:** - Adopt Resolution for Adoption  
- Do not approve Resolution for Adoption

**STAFF RECOMMENDATION FOR ACTION:** Staff recommends approval of the Resolution to adopt the 2023 City of Brunswick Comprehensive Plan.

---

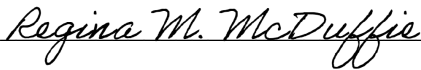
**DEPARTMENT: Planning, Development & Codes (PDC)**

---

Prepared by: John Hunter, Director 

---

**ADMINISTRATIVE COMMENTS/ RECOMMENDATION:**

  
City Manager

9/11/23

---

Date



**CITY OF BRUNSWICK  
CITY COMMISSION  
BRUNSWICK, GEORGIA**

**Resolution 2021-XX**

**RESOLUTION OF THE CITY OF BRUNSWICK CITY COMMISSION TO ADOPT THE 2023 COMPREHENSIVE PLAN UPDATE**

WHEREAS, City of Brunswick staff and stakeholders have completed the 2023 Comprehensive Plan Update; and

WHEREAS, this document was prepared according to the Minimum Standards and Procedures for Local Comprehensive Planning, effective March 31, 2014 and established by the Georgia Planning Act of 1989, and the required public hearings were held January 18, 2023 and August 2, 2023; and

WHEREAS, this document was transmitted to the Coastal Regional Commission and the Georgia Department of Community Affairs and was approved by both review entities;

NOW THEREFORE, BE IT RESOLVED, that City Commission of the City of Brunswick does hereby adopt the 2023 Comprehensive Plan Update.

This Resolution will be effective upon adoption.

CITY COMMISSION OF BRUNSWICK

By: \_\_\_\_\_  
Cosby H. Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
NAOMI ATKINSON, CITY CLERK



**SUBJECT: GDOT FTA 5307 Transit Funds**

---

**COMMISSION ACTION REQUESTED ON: September 20, 2023**

**PURPOSE:** Consideration of an Authorizing Resolution GDOT/FTA 5307 Transit Funding Application

**FACTS AND ISSUES:** GDOT has released a call for applications for the FTA 5307 Small Urban Transit Program. The City of Brunswick is entitled for up to \$916,548 in funds for FY 2025.

Staff is working with our Transit Planning consultants, WRA, to develop the budget and application for FY25. The application due date is September 30, 2023.

---

**OPTIONS:**

- Motion to Approve the Resolution
- Motion to Deny request and not submit and application

**STAFF RECOMMENDATION FOR ACTION:** Staff recommends approval of the Resolution

**DEPARTMENT: Planning, Development & Codes (PDC)**

Prepared by: John Hunter, Director

---

**ADMINISTRATIVE COMMENTS/ RECOMMENDATION:**

*Regina M. McDuffie*

City Manager

9/11/2023

Date

## Part C: Authorizing Resolution

---

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5307.**

**WHEREAS**, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY \_\_\_\_\_ hereinafter referred to as the "Applicant",

1. That the Designated Official \_\_\_\_\_, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of \_\_\_\_\_ with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

- 6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
- 7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2023 in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public/Notary Seal

**CERTIFICATE**

The undersigned duly qualified and acting \_\_\_\_\_ of \_\_\_\_\_ *(Title of Certifying/Attesting Official) (Applicant's Legal Name)* certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Certifying/Attesting Officer

\_\_\_\_\_  
Title of Certifying/Attesting Officer



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE CITY OF BRUNSWICK, GEORGIA AND**  
**THE GLYNN-BRUNSWICK LAND BANK AUTHORITY**  
**FOR THE PROVISION OF SERVICES**

This Intergovernmental Agreement (“IGA”) is between The City of Brunswick, Georgia, a municipal corporation of the State of Georgia acting by and through its Mayor and Board of Commissioners (“City” or “Brunswick”), and the Glynn-Brunswick Land Bank Authority, a public body corporate and politic of the State of Georgia (“Authority”).

**W I T N E S S E T H:**

**WHEREAS**, the Authority has been duly created and is existing and operating as a public body corporate and politic under the laws of the State of Georgia, specifically O.C.G.A. § 48-4-100, et al. under which the Authority was created pursuant to the Intergovernmental Agreement between the City of Brunswick and Glynn County dated February 21, 2017 (the “IGA”); and

**WHEREAS**, pursuant to Georgia law and the IGA, the Authority has been created for the purpose of strengthening and revitalizing the economy of local units of government through the assembly or disposal of public property, including dilapidated, abandoned and tax delinquent property to foster the development of that property and to promote the economic growth of the local governmental unit; and

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and,

**WHEREAS**, pursuant to O.C.G.A. § 48-4-110(a), the City is authorized to assist in the funding of the Authority; and

**WHEREAS**, the Authority and the City are entering into this IGA, pursuant to which the Authority will agree to continue the assembly or disposal of public property, including dilapidated, abandoned and tax delinquent property to foster the development of that property and to promote the economic growth of the City, and the City, in consideration of the Authority’s so doing, and the City will provide certain administrative and employment-related services for the Authority.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the City hereby agree as follows:

**ARTICLE I**  
**AUTHORITY’S SERVICES**

**Section 1.1 Agreement to Provide Services; Effective Date.** The Authority hereby agrees to provide the services as described in this Article I. The Authority shall be responsible for all expenses and liability related to its provision of the services and, except as otherwise provided herein, the City shall be responsible for no cost or liability related to the Authority providing such services. The services shall begin on September 1, 2023 (the “Effective Date”).

**Section 1.2 Services.** The Authority shall provide general economic development activities for the benefit of the City, including but not limited to:

- (a) Assemble dilapidated, abandoned and/or tax delinquent properties for the purpose of redevelopment;
- (b) Dispose of such properties in accordance with the Authority’s administrative policies which prioritizes the development of affordable housing;
- (c) Pursue the extinguishment of taxes on tax delinquent heirs properties for the purpose of returning the property to the tax-roll of the County Board of Assessors;
- (d) To the extent possible, coordinate with state and local public and private entities to pursue the redevelopment of certain properties within the Authority’s jurisdiction; and
- (e) Identify target properties for acquisition, development, lease or sale within the Authority’s jurisdiction.

**Section 1.3 Employment of Staff.** The Authority shall hire and maintain a professional, trained staff, in such number as the Authority deems sufficient (subject to its budgetary limitations), competent to conduct the economic development efforts of the Authority. Any such employee(s) as Authority shall maintain in accordance with this section being collectively referred to herein as the “Authority Staff”. The Authority Staff shall be full and/or part time employees of the Authority and the power to hire and fire the Authority Staff shall rest solely with the Authority. However, for purposes of providing benefits to the Authority Staff all Authority staff will be treated as City employees, integrated into the City’s human resources system. Except as specifically set forth herein or in any employment contract with any member of the Authority Staff approved in writing by the City governing authority, the Authority Staff will be subject to all terms of the City of Brunswick’s Human Resources Policy, as now and hereafter amended (with “Authority” substituted in place of the “City” and “Department”; with “Chair of the Authority Board” substituted in place of “City Manager”; and with other similar substitutions as appropriate).

**Section 1.4 Authority’s Right to Subcontract.** The Authority shall have the right to subcontract for the provision of any of the services to be provided under this IGA.

**Section 1.5 Compliance with Applicable Law, Rules and Regulations.** During its performance of this IGA, the Authority agrees that it will comply with all applicable laws, rules and regulations.

**Section 1.6 Compensation.** In consideration for the Authority providing the services, the City agrees to provide financial support as set forth in Article II below.

**ARTICLE II**  
**CITY'S SERVICES**

**Section 2.1 Human Resources Services.**

- (a) During the Term of this IGA, the City shall provide the Authority with the following administrative/human resources services:
1. Support for personnel and employee/employer relations.
  2. EEOC, ADA, and other compliance training and audits.
  3. Personnel records management.
  4. Payroll processing and income tax withholding.
  5. Benefits payments and administration.
    - i. The parties contemplate that Authority employees will be added to City benefit programs, provided that such addition does not result in Authority employees being deemed City employees under the law.
    - ii. The City will make reasonably diligent efforts to add Authority employees to the City's health insurance/benefits policies with coverage effective as of the Effective Date. If policy rules require a delay before coverage is effective, the City will act to minimize the delay.
- (b) All human resources services shall be performed in the manner and to the extent generally and customarily performed by the City of Brunswick Human Resources Department in its administration of the City of Brunswick's business. The City shall retain reasonable discretion in the performance of such services. During its performance of services, the City shall comply with applicable law. As necessary to carry out services, the Authority shall consent to the City acting as its fiscal agent and shall execute additional documentation as may be needed to achieve this consent.
- (c) The City may freely access any records stored by the City on behalf of the Authority without advance notice, for any legal purpose.
- (d) The City shall have no obligation to provide any service or benefit to Authority employees that would result in such individuals being deemed the City employees under applicable law.
- (e) The Authority shall promptly report to the City any deficiencies or errors in the services provided under this Section 2.1, and the parties shall work in good faith to resolve all such issues.



- (f) With respect to services performed by the City on behalf of the Authority pursuant to this Section 2.1, the Authority will be responsible for confirming that such services are sufficient to meet its obligations under this IGA and under the law, and the Authority shall supplement or terminate such services if necessary to comply with its obligations under this IGA or applicable law. The performance of services by the City under Section 2.1 of this IGA will not operate as a delegation or assignment to the City of any duty of the Authority.

**Section 2.2 Compensation.** For the services provided above, the Authority agrees to compensate the City as follows: The Authority shall reimburse the City for the actual cost of all salary, and other payments made on the Authority's behalf by the City. These costs will be billed monthly.

### **ARTICLE III** **TERM OF IGA**

**Section 3.1 Term.** The Term of this IGA shall commence upon the Effective Date and shall continue for a period of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, or until otherwise amended, modified and/or terminated by and between the parties.

**Section 3.2 Right to Terminate.** Either party may terminate this IGA prior to its stated expiration date upon providing written notice of such termination at least one hundred eighty (180) days prior to the date of expiration; provided that, should any dispute arise related to this IGA, the parties agree to engage in the Alternative Dispute Resolution process described in Section 4.1.

### **ARTICLE IV** **DISPUTE RESOLUTION**

**Section 4.1 Alternative Dispute Resolution.**

- (a) *Negotiation.* The parties will attempt in good faith to resolve any controversy or claim arising out of, or relating to, this IGA by prompt negotiations between one or two senior representatives of each party, which representatives shall have authority to settle the controversy on behalf of their respective party; subject to any necessary ratification by the governing authorities of the City and the Authority.
- (b) *Meeting.* The representatives of the parties shall meet at a mutually-acceptable time and place within twenty (20) days of the date of the disputing party providing notice of a dispute arising out of, or relating to, this IGA, and, after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
- (c) *Mediation.* In the event any dispute arising under this IGA is not resolved by informal negotiations as provided above, the dispute shall be referred to mediation. The mediation process shall continue until the case is resolved, until the mediator makes a

finding that there is no possibility of settlement through mediation, or until any party, having attempted to mediate in good faith, announces its decision not to continue further in the mediation process. In the event of termination of mediation, the parties may pursue any and all judicial remedies available to them.

**Section 4.2 Litigation Following Unsuccessful Alternative Dispute Resolution.** In the event of a default by either party under any covenant, agreement or obligation of this IGA, the party bringing the claim, after compliance with Section 4.1, may bring any suit, action, or proceeding in law or in equity as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this IGA.

## **ARTICLE V** **GENERAL PROVISIONS**

**Section 5.1 Ratification of Past Actions in Furtherance of this IGA.** The City and the Authority each, respectively, hereby ratify any prior actions taken in furtherance of, consistent with, or pursuant to the terms of this IGA prior to the Effective Date.

**Section 5.2 Enforcement; Waiver.** The failure on the part of any party to enforce any provision of this IGA shall not be construed as a waiver of that party's rights to enforce such provisions in the future. A waiver of any term of this IGA on the part of any party in one case shall not be construed as a waiver in any other and shall not affect any other term of this IGA.

**Section 5.3 Assignment.** This IGA shall not be assigned by any party without the prior written consent of the other party.

**Section 5.4 Entire Agreement.** This IGA contains the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations, or agreements pertaining to the subjects addressed herein.

**Section 5.5 Recordkeeping; Audits.**

- (a) The Authority shall keep accurate records and accounts relating to the economic development services of the Authority. The City will keep accurate records of all funds of the Authority held by The City. The City and Authority shall comply with the respective audit requirements set forth by state law.
- (b) The parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the requirements of O.C.G.A. § 50-18-70, *et seq.*

**Section 5.6 Notices.** All notices, requests, demands, writings, approvals, consents, waivers or other communications required by this IGA shall be in writing and shall be deemed received, and shall be effective when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses provided

below or at a substitute address previously furnished to the other party by written notice in accordance herewith.

Notices required to be given to **the City of Brunswick** pursuant to this IGA shall be addressed as follows:

City Manager  
City Hall  
601 Gloucester Street  
Brunswick, Georgia 31520

Notices required to be given to the **Authority** pursuant to this IGA shall be addressed as follows:

Chairperson  
Glynn-Brunswick Land Bank Authority  
601 Gloucester Street  
Brunswick, Georgia 31520

**Section 5.7 Governing Law.** This IGA shall be construed and governed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this IGA, the rules, regulations, statutes and laws of the State of Georgia will control.

**Section 5.8 No Third Party Rights.** This IGA shall be exclusively for the benefit of the parties and shall not provide any third-parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**Section 5.9 Uncontrollable Circumstances.** The performance or non-performance of any term or provision of this IGA shall be excused if the party is reasonably precluded from such performance by the occurrence of an uncontrollable circumstance. Such excuse of performance or non-performance shall be only to the minimum extent reasonably forced on such party by such event, and that party shall continue to perform all other duties and responsibilities hereunder. A party relying on the occurrence of an uncontrollable circumstance as an excuse for non-performance of a duty required by this IGA shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of same and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this IGA.

**Section 5.10 Counterparts.** This IGA may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart, provided, however, that each has signed an identical counterpart.

**Section 5.11 Authority to Enter IGA.** Each individual who executes this IGA on behalf of its respective party agrees and represents that he/she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws. The parties hereto agree that this IGA is an

intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

**Section 5.13 Severability.** If one or more of the provisions of this IGA is held or declared to be illegal or invalid, that illegality or invalidity shall not affect any other provision of this IGA, and this IGA will be construed and enforced as if the illegal or invalid provision had not been contained in it.

**Section 5.14 Title VI and E-Verify Compliance.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this IGA, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations. Further, pursuant to O.C.G.A. § 13-10-91, the parties agree to comply with E-Verify requirements and, as deemed appropriate or required, shall provide evidence that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. The above requirements are intended to be in conformance with the requirements of State and Federal law, and shall be construed to be in conformity with those laws.

**IN WITNESS WHEREOF**, the parties have caused this IGA to be executed under seal effective as of the Effective Date first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

**THE CITY OF BRUNSWICK, GEORGIA**

ATTESTED:

By: \_\_\_\_\_  
Naomi D. Atkinson, City Clerk

By: \_\_\_\_\_  
Cosby Johnson, Mayor  
City of Brunswick

[CITY SEAL]

**GLYNN-BRUNSWICK LAND BANK  
AUTHORITY**

ATTESTED:

\_\_\_\_\_  
John Hunter, Secretary

By: \_\_\_\_\_  
Felicia M. Harris, Chairperson  
Glynn-Brunswick Land Bank Authority