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, OCTOBER 4, 2023 AT 6:00 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

APPROVAL OF AGENDA

1. Adoption of October 4, 2023 Regular Scheduled Meeting Agenda.

PUBLIC COMMENT

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Proclaiming the Month of October as Domestic Violence Month. (Encl. 1)

ITEM(S) TO CONSIDER FOR APPROVAL

- 3. Consider Approval of September 20, 2023 Regular Scheduled Meeting Minutes. (subject to any necessary changes.) (N. Atkinson) (Encl. 2)
- 4. Consider Approval of August 31, 2023 Financial Reports. (K. Mills) (Encl. 3)
- 5. Consider Approval of Special Purpose Local Option Sales Tax (SPLOST) Reclassification and Reconciliation of Funds to Closeout Completed Accounts. (R. McDuffie) (Encl. 4)
- 6. Consider Approval of Funding for Grant Writing Consultant. (R. McDuffie) (Encl. 5)

CITY ATTORNEY'S OFFICE

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

EXECUTIVE SESSION

Mayor and City Council of

Brunswick, Georgia

Proclamation

- WHEREAS, domestic violence impacts countless Brunswickans, without regard to age, race, gender, religion, or economic status; as victims suffer at the hands of a spouse or partner, it affects their children, families, and entire communities;
- WHEREAS, victims should have help to find the compassion, comfort and healing they need, and domestic abusers should be punished to the full extent of the law; and
- WHEREAS, the City of Brunswick joins with others across Georgia and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Brunswick.

NOW, THEREFORE, in recognition of the important work done by survivors, domestic violence programs and victims' service providers, I, Cosby Johnson as Mayor of the City of Brunswick along with and my fellow Commissioners do hereby proclaim the month of October 2023 as "**Domestic Violence Awareness Month**", honoring domestic violence survivors and advocates.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Cosby H. Johnson, Mayor

Attest:

Naomi D. Atkinson, City Clerk

Date: October 4, 2023

OFFICIAL MINUTES BRUNSWICK CITY COMMISSION REGULAR SCHEDULED MEETING WEDNESDAY, SEPTEMBER 20, 2023 AT 6:00 P.M.

1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

https://www.facebook.com/citybwkga

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro-Tem Julie Martin ~ (virtually via zoom),

Commissioner John Cason III, Commissioner Felicia Harris and Commissioner Kendra Rolle

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

INVOCATION: Reverend William Lewis, First Jordan Grove Missionary Baptist Church

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

APPROVAL OF AGENDA

Adoption of September 20, 2023 Regular Scheduled Meeting Agenda.
 Mayor Pro Tem Harris made a motion to adopt August 20, 2023 agenda; seconded by Commissioner Harris. Motion passed unanimously.

PUBLIC COMMENT

- 1) Tamiko Exford, Federal Emergency Management Agency (FEMA), Intergovernmental Affairs Specialist provided updates regarding FEMA Assistance and Small Business Administration (SBA) Assistance.
- 2) Anita Steenson, Public Affairs Specialist, Small Business Administration, provided information regarding small business loans.

ALCOHOL LICENSE VIOLATION

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

Mayor Pro Tem Martin made a motion to place Jerk Shack on three-month (3) probation and have owner train staff on when the business bar should close; seconded Commissioner Cason. Motion passed unanimously.

APPOINTMENT(S)

3. Coastal African American Historic Preservation Commission – One Appointment Mayor Pro Tem Martin made a motion to appoint Christopher J. Epps to the above-subject commission; seconded by Commissioner Harris. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

- 4. Consider Approval of September 6, 2023 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 Harris. Motion passed unanimously.
- 5. Consider Approval of Resolution to Adopt the 2023 Comprehensive Plan. (*J. Hunter*) Mayor Pro Tem Martin made a motion to approve the above-referenced resolution; seconded by Commissioner Harris. Motion passed unanimously.
- 6. Consider Approval Authorizing Resolution GDOT/FTA 5307 Transit Funding Application. (*J. Hunter*) Mayor Pro Tem Martin made a motion to approve above-subject resolution; seconded by Commissioner Harris. Motion passed unanimously.

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.
 - Commissioner Rolle made a motion to approve the above-referenced agreement with amendments discussed; seconded by Commissioner Cason. Motion passed unanimously.
- 8. Consider Approval of Amendments to Employment Contract Between the City of Brunswick and City Manager Regina McDuffie.
 - Commissioner Cason made a motion to defer consideration of the above-referenced item number eight (8); seconded by Commissioner Harris. Motion passed unanimously.

EXECUTIVE SESSION

Commissioner Harris made a motion to hold an executive session to discuss litigation; seconded by Commissioner Rolle. Motion passed unanimously.

RECONVENE FROM EXECUTIVE SESSION

Mayor Johnson announced no action was taken.

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

MEETING AJOURNED – meeting adjourned at 7:59 p.m.

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

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



INTEROFFICE MEMORANDUM

DATE:

September 21, 2023

TO:

Honorable Mayor and Commissioners

City of Brunswick Brunswick, GA

FROM:

Kathy D. Mills, CPA, Finance Director

SUBJECT:

Financial Reports as of August 31, 2023

16.67%

General Fund August 31, 2023 Cash Basis

				Amended	% (over)under
	Monthly	Year to Date	% of Budget	Budget	Budget
Revenues	1,239,693	2,209,981	10.90%	20,272,968	5.77%
Expenditures	1,570,288	2,854,456	14.08%	20,272,968	2.59%
Net Revenues & Expenditures	(330,595)	(644,475)			
Cash Balance as of 08/31/2023	8,912,823	(Prime South \$1,2	200,965 GA Fund Or	ne \$7,711,858)	

	LOST	LOST YTD
Aug-23	1,006,156 *	1,881,782
Aug-22	847,171	1,692,644
Increase (Decrease)	158,985	189,138
	18.77%	11.17%

*August 2023 includes a one-time adjustment of \$124,882 from Dept of Revenue for error on their part covering 09/22 thru 08/23

SPLOST 22

\$2,049,507

Capital Projects - SPLOST VI As of August 31, 2023 (04/01/2017-09/30/2020)

(67,971) (35, 379)(32,640)66,373 104,500 (81,269)74,604 (37,652)(35,711)(159,032)119,693 (33,285)315,045) 740,945 108,080 1,048,751 632,540 (Overage) Remainder 103,800 540,625 65,222 849,778 346,000 86,500 389,225 519,000 191,668 15,518,389 259,500 346,000 259,500 431,357 431,357 215,107 4,551,750 Amended Budget 482,500 821,750 103,800 389,225 13,832,154 346,000 431,357 151.375 346,000 259,500 540,625 64,875 431,357 562,183 86,500 519,000 Original Budget 3,243,750 821,750 215,107 259,500 432,500 Amount 14,469,638 148,734 427,269 65,222 469,009 849,778 548,257 139,179 191,668 3,995,210 3,810,805 1,136,795 155,000 122,211 399,307 515,785 151,420 413,971 463,997 City Expended as of 08/31/2023 466,021 0 33,700 3,380,766 242,814 0 330,762 0 0 0 0 0 4,274,013 25,000 Reimbursements Received 50,000 107,971 103,000 535,240 151,420 4,053,619 469,009 399,307 7,375,976 479,496 65,222 413,971 581,957 Total Expended ,136,795 155,000 466,021 849,778 147,211 139,179 191,668 as of 08/31/2023 565,785 566,997 18,743,651 Park Rehabilitation (Palmetto, Orange, etal) Brunswick Police Department Vehicles (15) Brunswick Fire Department Fire/Rescue Roosevelt Harris Center Improvements Fire Department Pumper Trucks (2) Howard Coffin Park Improvements Cemetery Restoration/Renovation Sidney Lanier Park Improvements Sidewalk Replacement/Upgrades Storm Drainage Improvements Mary Ross Park Development Overlook Park Improvements Fire Station 1 Improvements Subscriber Radios for E911 Highway 17 Infrastructure Wayfindings & Gateways Highways and Streets Historic Squares Trails

a \$836,772 from DOT & \$2,543,994 from JWSC

b \$242,814 from Glynn County

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

\$50,000 from DOT

\$1,700,723

Total Cash on Hand (08/31/2023)

e \$3,000 Contribution from Golden Isles Track Club & \$100,000 from DNR

f \$330,762 from GADOT Highway 17

g \$25,000 from Signature Squares

y \$22,000 from Signature Organics
h \$1,000 Ameris Bank & \$1,700 Golden Isles Track Club for Goodyear Park
\$1,000 Glynn County, \$5,000 SEGHS, \$5,000 College, \$20,000 GA Pacific

Eithass Park

215,516 (1)	Unallocated overage in Collections	
(50,000)	Allocated to Sidewalk Replacement & Upgrades	
(1,308,000)	Allocated to Stormwater Improvements	
(328,234)	Paid back to GF	
\$1,901,750	Collections in excess of budgeted	
15,733,904	Actual collections through 08/31/2023	
\$13,832,154	(1) Original budgeted tax collection	
for Fitness P		
\$1,000 Glyni	649,913	Total remaining to be allocated
h \$1,000 Amei	70,000	AGL & Pride Utility Const Company Settlement
g \$25,000 fron	348,170	Interest Earned
f \$330,762 fro	16,227	GA DCA Aviation Fuel Tax
e \$3,000 Contr	215,516 (1)	Overage in Collections
d \$50,000 from		

		YTD	
Norwich Street Commons Fund		f/y/e 06/30/2024	Total since inception
Original Balance (Sale of Property 05/13/13)		0	487,500
Demolition Fees		0	8,049
Interest Income		3,117	34,299
Revenues		3,117	529,848
Revenues		YTD	
Evnandituras		06/30/2024	Total since inception
Expenditures Demolition Projects		0	40,012
Infrastructure		0	130,546
Police Substation		0	6,750
Expenditures		0	177,308
Net as of 08/31/2023		3,117	352,540
Net as 01 00/3 1/2020			
Cash @ 08/31/2023	\$	352,540	
Casil @ 00/31/2023			
		YTD	
Roosevelt Harris - Multipurpose Center	\$	f/y/e 6/30/2024	
Noode that the manager passes are		Cash Basis	
Total Budget:		439,347	
Revenue FYTD			
Grants		59,351	
Transfer from General Fund		30,000	
Program Income		1,797	
Contributions		1,391	
Interest Income		24	Percent of Budget
Total Inflows	\$	92,563	21.07%
Expenditures FYTD		48,698	11.08%
Net as of 08/31/2023	\$	43,865	
Cash Balance @ 08/31/2023	\$	12,311	
ARPA Fund:	4 000 404		
Initial Deposit received 06/07/2021	4,606,131		
2nd Deposit received 06/21/2022	4,606,131 331,424		
Interest Earned from inception	9,543,686 *	See allocations below	
Total funds received as of 08/31/2023	9,545,000	See allocations below	
Disbursements:			
Infrastructure-Road Improvements	1,300,660		
Mary Ross Park Site Improvements	121,416		
Back to Business BrunswickDDA	396,239		
Back to Business Brunswick-non DDA	117,000		
Covid Housing Relief	40,000		
Wifi Upgrades	9,007		
Revenue Recovery	1,162,000		
Total funds disbursed as of 08/312023	3,146,322 **		
Cash Balance as of 08/31/2023	\$6,397,364		
Allocations (Preliminary)	4 400 000	Allocations Spent	
Revenue Recovery	1,162,000	1,162,000	
Storm Drainage Improvements	1,750,000	10.000	
Housing Relief	2,170,000	40,000	
Homeless Prevention	250,000 941,735	E40.000	
Business Support/Relief	330,000	513,239	
Coastal Community Health Services	TO SUPPORT DIVIDES AND THE	4 200 000	
Road Improvements Mary Ross Park Infrastructure	1,300,660 121,416	1,300,660 121,416	
Unallocated Funds	1,517,875 9,543,686 *	9,007	**
Total Funds received as of 08/31/2023	3,043,000	3,146,322	

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	itior	

Year Ending 06/30/2024

real Enamy corosizati		Year to Date
Sanitation Billing		287,636
Franchise Fees		1,274
Bad Debt - recovery		-
Interest Earned (Funds)		4,399
Penalties & Interest Earned		36
DNR Reimbursements		-
Transfer in for T Street Landfill		-
Total Revenue (YTD)		293,345
		151 100
Operating Exp. YTD:		151,422
Other Landfill Expenses		6,731
Total Expense	(YTD)	158,153
Operating Income (Loss)		135,192
Total Available Cash on Hand @ 08	8/31/2023	293,148
Restricted for Landfill		197,388

	August 2023	YTD
Trash Pickup	126,412	252,790
Illegal Refuse Clean Up	11,129	28,623
Street Sweeping	1,249	2,661
3.000.000	138,790	284,074

STORMWATER UTILITY FUND:	6/30/2024 (YEAR TO DATE)
Stormwater Utility Fees	9,536
DNR Grant	900
Interest Earned	1,182
Penalties & Interest	68_
Total Inflows	11,686
Expenditures:	
Operating	139,525
GMA Lease Payments	9,110_
Total Outlows	148,635
Balance	(136,949)
Cash Balance @ 08/31/2023	\$30,714

Roosevelt Lawrence Center

110030	Velt Lawrence center		4 22	VTD
			Aug-23	YTD
Account	Account Description		Transactions	Transactions
Fund 100 -	General Fund			
Func	tion 6130 - Neighborhood & Community Service			
51				
51-1100	Salaries & Wages		12,681.10	25,482.45
51-1300	Overtime		317.62	1,569.87
51-2100	Group Insurance		864.33	1,728.66
51-2200	FICA		981.48	2,030.96
51-2400	Pension		.00	.00
	51	- Totals	\$14,844.53	\$30,811.94
52				
52-1300	Technical Services		174.04	174.04
52-2211	Repair / Maint Equipment		201.50	201.50
52-3201	Cable		.00	182.51
52-3205	Telephone		279.43	558.86
52-3600	Dues and Fees		182.23	274.32
	52	- Totals	\$837.20	\$1,391.23
53				
53-1100	General Supplies/Materials		.00	117.59
53-1210	Water/Sewerage		173.28	173.28
53-1230	Electricity		.00	.00
53-1300	Food/Misc		.00	.00
53-1600	Small Equipment		.00	.00
53-1700	Other Supplies		.00	.00
	53	- Totals	\$173.28	\$290.87
54				
54-2300	Furniture and Fixtures		.00	.00
	54	- Totals	\$0.00	\$0.00
	Function 6130 - Neighborhood & Community	Service	\$15,855.01	\$32,494.04



SUBJECT: Reclassification of Funding and Closeout of SPLOST Projects

COMMISSION ACTION REQUESTED ON:

October 4th, 2023

PURPOSE: To closeout completed projects and reconcile funding allocations from the Special Purpose Local Option Sales Tax VI projects. A number of the projects have been completed and the additional funding received from SPLOST VI collections and interest income has been allocated to cover overages.

HISTORY: SPLOST VI was approved with an original budget of \$13,832,154 for nineteen (19) projects. The actual collections were \$15,733,904. In addition to the tax collection the fund included reimbursements and interest income. The projects are reviewed monthly and all expenditures are approved in the financial report. The additional collections were \$1,901,750; \$807,069 will be reclassified and used for project overages. The remaining funds have been reallocated to storm drainage and sidewalk improvements.

FACTS AND ISSUES: The fund is no longer collecting taxes. Twelve (12) of the projects will be reconciled and closed. The remaining projects will be ongoing until all funds are expended. Funds will be reconciled and reclassified to cover reported overages.

BUDGET INFORMATION: Reallocation of overages and funds from interest income will be used to reconcile accounts.

OPTIONS:

- 1. Approve reclassification and reconciliation of funds to closeout completed accounts.
- 2. Do not approve the reclassification and reconciliation to closeout completed accounts.
- 3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Approve reclassification and reconciliation of funds to closeout completed accounts.

DEPARTME		
Prepared by:	Kathy Mills, Finance and Regina M. McDuffie, C	City Manager
ADMINISTR	ATIVE COMMENTS:	
Closeout of co	mpleted accounts is recommended to clear repo	orting and properly manage
ADMINISTR.	ATIVE RECOMMENDATION:	
Approve reclas	sification and reconciliation of funds to closeout c	completed accounts.
	s at 25ml caston	
Regina M	Mc Duffie	09/26/2023
City Manager		Date

City of Brunswick SPLOST VI As of 09/23/2023

Cash Balance Receivable from Rafolski-Signature Squares Remaining Funds Available	\$	1,689,164 35,711 1,724,875	(see below)
Ongoing Projects Highways and Streets Storm Drainage Improvements Highway 17 Infrastructure Wayfindings and Gateways Cemetery Restoration/Renovation Sidney Lanier Park Improvements	\$	632,540 740,532 66,373 84,500 108,080 92,850 1,724,875	
Budgeted Overruns: Sidewalk Replacement/Upgrades Mary Ross Park Trails Subscriber Radios E911 Fire Station 1 Improvements Park Rehabilitation (Palmetto, Orange, eta Overlook Park Improvements Howard Coffin Park Improvements	\$ I)	33,285 324,130 81,269 37,652 67,971 159,032 35,379 32,640 771,358	(funded by excess collections, interest earned, etc.)



SUBJECT: Funding for Grant Writing Consultant

COMMISSION ACTION REQUESTED ON: October 4th, 2023

PURPOSE: To provide funding for grant writing, research, and administration to enhance the City's ability to identify and apply for grant program opportunities. Funding opportunities in Housing, Public Safety, Public Works, and Recreation are readily available through federal and state programs. However, it takes time and dedicated resources to research and identify which programs may be suitable for the City. This position will work to identify opportunities and prepare the appropriate information and documents in cooperation with city staff for submission to apply for programs identified.

HISTORY: Currently, the City has a number of grants being administered through our Community Development Block Grant program, Public Works, Public Safety and Recreation. Two grants totaling \$3.1 million were recently awarded with the assistance of the grant writer. She has worked to research, review and prepare grants for the city initially on a voluntary basis and currently on a temporary basis.

FACTS AND ISSUES: Grant opportunities are available in various areas including public safety, recreation, infrastructure, and services. Previously, the City has not had a dedicated position to research, exam and identify potential grant opportunities. The grant specialist that handles the CDBG program works in a different capacity and will assist with administration of the grants awarded. Funds were not included in the budget for this position.

BUDGET INFORMATION: Contract agreement not to exceed \$20,000 for the remainder of the fiscal year. Funds will be transferred from contingency to the City Manager's budget.

OPTIONS:

- 1. Approve the funding to support the Grant Writing consultant.
- 2. Do not approve the funding to support the Grant Writing consultant.
- 3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Approve the funding to support the grant writing consultant.

DEPARTMENT:	City Manager's Office	
Prepared by: Regin	na M. McDuffie	
ADMINISTRATIV	E COMMENTS:	
2	consultant has a proven track reco ent to prepare several grants for t	·
ADMINISTRATIV	E RECOMMENDATION:	
Approve the	funding requested.	
Regina M. V.	McDuffie	9/26/23
City Manager		Date

A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF BRUNSWICK AND MARYJO DIANGELO

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated September 1, 2023, between the City of Brunswick (hereinafter referred to as the "City") and Mary Jo DiAngelo of 537 Brockinton South, Saint Simons Island, Georgia 31522 (hereinafter referred to as the "Contractor").

WHEREAS the Contractor is engaged in the business of providing professional services in the field of Grant Research, Preparation and Administration in the State of Georgia and elsewhere; and

WHEREAS, this Contractor is uniquely qualified to provide these services based on his/her prior experience with the City; and

WHEREAS the City desires to avail itself of these professional services of the Contractor from time to time in connection with the City's business activities and the Contractor desires to enter into this Agreement with the City.

NOW THEREFORE in consideration of the mutual promises and agreements contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Employment of Contractor</u>

The City hereby agrees to engage the Contractor and the Contractor agrees to perform the services hereinafter set forth. The City and the Contractor agree that the City Manager or his/her designee shall monitor this Agreement.

2. Taxes

The Contractor shall be responsible to withhold or deduct premiums, taxes, or levies as the case may be as required under Federal and State law and the Contractor shall be responsible to withhold and remit any deductions for taxes, levies or contributions imposed by any authority with respect to both the remuneration paid under this Agreement and the work incidental thereto.

3. Term

This Agreement shall be for a one (1) year term beginning on October 1st, 2023, and shall continue through June 30, 2024 (the "Term"). These dates may be delayed upon the written consent of both parties. Nothing in this paragraph shall be construed as affecting the rights of the parties to

terminate this Agreement at an earlier date in accordance with sections in this Agreement pertaining to termination.

4. Services

The Contractor covenants and agrees to provide assistance with the research, preparation, compliance and administration of grant applications and grant awards as assigned by the City Manager or his/her designee.

The Contractor agrees to maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records for a minimum of six (6) years to assure proper accounting for all funds. These records will be available for audit purposes to the City, the Georgia Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States or any other authorized representatives and will be retained for six (6) years after Agreement completion unless permission to destroy them is granted by the City, or until all pending matters are closed. Moreover, the City, the Georgia Department of Community Affairs, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5. <u>Compensation</u>

For the services outlines in Section 3, the City shall pay the Contractor for services a fee of Twenty-five Dollars (\$24.00) per hour (the "Fee"), payable within 30 days of Client's receipt of Contractor's invoice. Payment will be billed on the basis of a twenty (20) hour work week unless otherwise documented and approved. Full contract payment should not exceed twenty thousand dollars (\$20,000).

6. <u>Method of Payment</u>

The City agrees to pay the Contractor at the end of each calendar month based on the submission and approval of the Contractor's invoice. Invoice shall state grant project detail, day, hours of service, and rate per hour with sub and grand totals. Invoices will be processed within thirty (30) days of receipt.

7. Funding

Contractor understands that due to the unique nature of government funding, continuation of this contract is based on an allocation of annual funding.

8. Benefits

With the exception of rights herein expressly conferred, nothing expressed or mentioned or to be implied herein is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect hereto or any agreement, condition or provision herein contained and shall not be construed as creating any debt as against the City in favor of any such person; this Agreement and the covenants, conditions and provisions hereof being intended to be used for the sole and exclusive benefits of the portions hereto.

9. Applicable Law

This Agreement shall be construed and interpreted under the laws of the State of Georgia. If any of the terms of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto.

10. Independent Contractor

It is agreed for the purpose of this Agreement, the Contractor shall be deemed to be an Independent Contractor and shall be responsible for the payment of all employee taxes, salaries, and all other expenses incurred in connection with the performance hereunder.

11. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City thereto.

12. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the performance of the services covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex, national origin, age, or disability. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. <u>Termination of Agreement</u>

The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

The Contractor may terminate this Agreement at any time by giving written notice to the City of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

14. Indemnification

To the extent liability or taxes is the result of the Contractor's negligent performance under this Agreement save the City against any liability, contributions or taxes under this Agreement. The Contractor shall make good any losses or expenses including attorney's fees, suffered by the City arising out of injury or damage to the extent such injury or damage is caused by the negligence of the Contractor, or any subcontractor, materialmen, or any one directly or indirectly employed by any of them while engaged in the performance of any work for the Contractor.

Nothing herein shall be interpreted as a waiver of the City Sovereign Immunity as provided for under the Constitution and Statutes of the State of Georgia.

15. Conflict of Interest

No officer or employee of any local jurisdiction or its designees, agents, or authorities, no member of the governing body, and no other public official of the City who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16. <u>Prohibition Against Contingent Fees</u>

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the

Administrator to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Administrator any fee, commission, percentage, or gift or other consideration contingent upon or resulting from the award or making of this Agreement.

17. Notice

It shall be sufficient service of any notice, approval, consent, request, complaint, demand or other communication if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

City: City of Brunswick

Attn: City Manager 601 Gloucester Street Brunswick, GA 31520

Contractor: Mary Jo DiAngelo

537 Brockinton South

St. Simons Island, Georgia 31522

The parties hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, complaints, demands, or other communication shall be sent or person to whose attention the same shall be directed.

18. Amendments

This Agreement may be amended from time to time only if the amendment is in writing and mutually agreed to by both parties prior to its effective date.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals as at the date written above.

CONTRACTOR:	
Name: Mary Jo DiAngelo	
The City Of Brunswick:	
Name: Regina M. McDuffie	

