

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
Felicia M. Harris, Mayor Pro Tem
Lance Sabbe, Commissioner
Kendra L. Rolle, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, MARCH 20, 2024 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 March 20, 2024 Regular Meeting Agenda.

PUBLIC COMMENT(S)

APPOINTMENT

- 1) Urban Redevelopment Authority ~ Two Appointments (*Mayoral Appointments*)

DISCUSSION

2. Establishment/Framework for Park and Recreation Development Board. (R. McDuffie)

ITEM(S) TO CONSIDER FOR APPROVAL

3. Approval of March 6, 2024 Regular Scheduled Meeting Minutes. (*subject to any necessary charges.*)
(N. Atkinson) **Encl. 1**

CITY ATTORNEY'S ITEM(S)

4. Consider Approval of an Intergovernmental Agreement (IGA) Between the City of Brunswick and Brunswick Housing Authority. **Encl. 2**
5. Consider Approval of Resolution Number 2024-04 ~ In Support of the Introduction of a Local Act to Provide for a Homestead Exemption for Ad Valorem Tax Property Taxes Assessed by the City of Brunswick. **Encl. 3**
6. Consider Approval an Intergovernmental Agreement (IGA) Between the City of Brunswick, Glynn County and the Georgia Ports Authority to Utilize the Joint Public Safety Communications Department for Public Safety Calls Related to Georgia Ports Authority Properties. **Encl. 4**
7. Consider Approval of an Intergovernmental Agreement (IGA) By and Between the City of Brunswick and Glynn County Related to Repairs of Howard Coffin Park Pool Facility. **Encl. 5**
8. Consider Approval of Amendment to the Employment Agreement Between the City of Brunswick and City Manager Regina McDuffie. **Encl. 6**

EXECUTIVE SESSION

“Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator Rick Charnock at 912-267-5572 or email rcharnock@cityofbrunswick-ga.gov . Please give at least 48 hours’ notice to allow the City to make reasonable accommodations for those persons(s).”

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, MARCH 6, 2024
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 Felicia Harris, Commissioner Kendra Rolle, Commissioner Lance Sabbe and Commissioner Gwen Atkinson-Williams

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

INVOCATION: Mayor Johnson

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

APPROVAL OF AGENDA

1. Adoption of March 6, 2024 Regular Scheduled Meeting Agenda.

Mayor Pro Tem Harris made a motion to approve the above-referenced agenda; seconded by Commissioner Rolle. Motion passed unanimously.

PUBLIC COMMENT(S)

1) Anita Collins, 1602 Tillman Avenue addressed the commission regarding a proposed neighborhood planning ordinance.

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

2. Proclamation Presentation to Chelsea Parker, Program Director for Safe Harbor Zach's Place, Recognizing March 17th – March 23rd as National Safe Place Week.

Mayor Johnson presented proclamation to Marcus Simmons, Aftercare Case Manager at Zach's Place.

Proclamation accepted with gratitude.

3. Presentation by Members of the Brunswick Tree Board Regarding Projects and Initiatives.

Jill Wright, Tree Board Chairperson and Ashby Worley, Member of Tree Board updated Commission regarding projects and initiatives of the Tree Board.

Following question and responses; Commission thanked Ms. Wright and Ms. Worley for the update.

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) (*A. Brown*)

4.

New Alcohol License(s)			
Newcastle Wine	Owner: Brandon Boudreau	1328 Newcastle St.	Wine Specialty License

Mayor Johnson opened the floor for anyone wanting to speak in favor or opposition of the new alcohol license for **Newcastle Wine**.

No one came forth to address the commission.

Commissioner Sabbe made a motion to approve the new alcohol license for **Newcastle Wine**; seconded by Commissioner Rolle. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

5. Approval of February 21, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary charges.) (N. Atkinson)*
Mayor Pro Tem Harris made a motion to approve the above-referenced minutes; seconded by Commissioner Rolle. Motion passed unanimously.
6. Consider Approval of Alcohol License Renewal for Cool on Cool, LLC. *(A. Brown)*
Commissioner Atkinson-Williams moved to approve the new alcohol license for Cool on Cool, LLC; seconded by Commissioner Sabbe. Motion passed unanimously.
7. Consider Approval of Financial Reports as of January 31, 2024. *(R. McDuffie)*
Mayor Pro Tem Harris made a motion to approve the above-referenced financial reports as submitted; seconded by Commissioner Rolle. Motion passed unanimously.
8. Consider Approval of Resolution No. 2024-03 – Regarding the Full Expansion of Health Insurance Coverage as Provided by the Affordable Care Act. *(R. McDuffie)*
Commissioner Rolle made a motion to approve the above-referenced resolution; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.
9. Consider Approval of the Agreement with Tyler Athletic Fields for \$700,000 for Howard Coffin Park Athletic Field Improvements. *(G. Alberson)*
Commissioner Sabbe made a motion to approve the above-referenced agreement, subject to City Attorney Corry revisions; seconded by Commissioner Rolle. Motion passed unanimously.

City Manager McDuffie was instructed to establish a Park and Recreation Development Board and present framework of what the board would look at March 20, 2024 commission meeting.

EXECUTIVE SESSION

Mayor Pro Tem Harris made a motion to hold an Executive Session to discuss personnel and litigation; seconded by Commissioner Sabbe. Motion passed unanimously.

RECONVENE FROM EXECUTIVE SESSION

Mayor Johnson reported no action was taken.

Commissioner Sabbe made a motion to adjourn; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:24 p.m.*

/s/Cosby H. Johnson

Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson

Naomi D. Atkinson

City Clerk

INTERGOVERNMENTAL AGREEMENT
Between
THE CITY OF BRUNSWICK, GEORGIA
and
THE BRUNSWICK HOUSING AUTHORITY

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), is made and entered into as of the day _____ of _____, 2024, by and between the CITY OF BRUNSWICK, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and THE BRUNSWICK HOUSING AUTHORITY, a public body corporate and politic of the state of Georgia, acting by and through its duly appointed Board of Commissioners (hereinafter the "BHA").

WHEREAS, the City of Brunswick is a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners; and

WHEREAS, the BHA is a public body corporate and politic created pursuant to the laws of the State of Georgia, acting by and through its duly appointed Board of Commissioners; and

WHEREAS, the BHA requires special law enforcement services in its communities in order to provide for the safety and protection of the residents in those communities and the employees of the Authority who work in those communities; and

WHEREAS, the City desires to provide special police services to the BHA when possible, but requires financial support to supplement the cost of such services; and

WHEREAS, the BHA desires to provide supplemental financial support funds to contract with the City under HUD regulations for the heightened law enforcement services and protection within the Authority communities; and

WHEREAS, the BHA will provide financial compensation for the police services set forth herein when such services are provided by the City; and

WHEREAS, the City and BHA desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both the City and BHA communities.

NOW THEREFORE, in consideration of the following mutual obligations, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the City and BHA agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to sustain public safety and protect life and property of all residents of the City of Brunswick, which includes all Brunswick Housing Authority Properties

and residents, by establishing a contractual relationship allowing the City the ability to provide special police services to the BHA.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***City Police Chief or Chief*** means the Chief of the City of Brunswick Police Department.
- 2.2 ***Police Services*** means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: (1) the prevention or detection of violations of any criminal or quasi-criminal law of this state, (2) the prevention or detection of violations of any local criminal or quasi-criminal, (3) conducting criminal investigations of incidents of crime in order to arrest responsible persons for prosecution; (4) directing and enforcing laws, (5) responding to emergency and non-emergency calls for service, (6) conducting field interviews, (7) arresting criminal offenders, (8) directing and controlling traffic, and (9) issuing citations for violations of criminal and quasi-criminal state and local laws, and (10) appearing in court.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement shall commence March _____, 2024, at 0000 hours and concluding at 2400 hours on March _____, 2025. This Agreement shall automatically renew without further action by the City or the BHA on the first of each succeeding month for three (3) additional one (1) year terms unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will no longer be responsible for providing the police services to BHA as set forth in this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

The BHA agrees to pay to the City, as compensation for providing the services described in this Agreement above, and the City agrees to accept the payment as total compensation for providing to the BHA the services described in this Agreement. Billing for services described in this Agreement above shall be on a monthly basis as shown on Exhibit "A", which is attached and incorporated by reference in this agreement. The City will provide the BHA with a monthly invoice for services rendered. The BHA will submit payment to the City in a timely manner.

ARTICLE 5 SERVICES

- 5.1 During the term of this agreement, the City will furnish supplemental law enforcement personnel for vehicle, foot and /or bicycle patrol. During the term of this agreement, the City agrees to furnish up to four (4) police officers who shall be assigned to provide special police protection and patrol services to the Authority's housing communities, including any future additions and developments. Furthermore, throughout the terms of this agreement, the City shall provide adequate supervisory personnel for the patrol officers.
- 5.2 The parties acknowledge that, during such time as the City provides police services as set forth herein, the officers shall not be considered officers of the BHA and shall abide by all rules, regulations and requirements of his/her own employer. The City Police Chief shall be in command as to strategy, tactics, and overall direction of the operations with respect to the City officers rendering assistance extraterritorially.

ARTICLE 6 EQUIPMENT

The City police personnel assigned to work on BHA properties will utilize City equipment, uniforms, and motor vehicles in connection with this Agreement in order to perform the agreed upon police services. The parties agree that the risk of loss or damage to all such personnel or equipment shall be borne solely by the party providing such assets in support of police services. City personnel assigned to provide police services to the BHA shall not operate or drive BHA-owned vehicles.

ARTICLE 7 AUTHORITY TO ENFORCE THE LAW

- 7.1 Sworn City police officers are authorized to undertake law enforcement duties pursuant to this Agreement and to enforce the ordinances of the City of Brunswick.
- 7.2 Sworn police officers shall be and hereby are vested with the power to enforce the applicable ordinances and/or regulations of the City or the BHA, to make arrests or issue citations incident to the enforcement of the applicable BHA and City ordinances and/or regulations, and to perform other tasks as are reasonable and necessary in the exercise of their powers.
- 7.3 Sworn police officers shall enforce applicable law, regulations and/or ordinances of the City and BHA and shall appear in the Municipal Court of the City of Brunswick as necessary to prosecute cases made therein.

ARTICLE 8 EMPLOYMENT STATUS

- 8.1 All sworn officers assigned under this Agreement are and will continue to be employees of the City for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, worker's compensation and disciplinary functions.

- 8.2 All sworn officers as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the City of Brunswick Police Department command structure.
- 8.3 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the entities as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether sworn in or not by such other entity, except as specifically stated otherwise in this Agreement.
- 8.4 All sworn officers shall be officers who have qualified skills, including but not limited to, basic training completion, community policing training, good writing and verbal communication, cultural diversity skills and demonstrated a capability to relate to the tenants of BHA communities. The decision as to which officer(s) to assign shall be at the discretion of the Chief of Police with input of the Review Board, which shall be comprised of three (3) senior BPD officers and three (3) members of the BHA management staff. All applicants for the HAPO position shall sit for a Review Board interview. Neither the Review Board, the BHA nor the City shall have the right to waive any regulatory or contractual qualifications for any HAPO applicant. In the event a particular officer becomes unsatisfactory to the BHA, the BHA shall make its concern known to the City and the City will make reasonable efforts to replace such an officer in accordance with the terms of this Agreement.

ARTICLE 9 RECORDKEEPING AND REPORTING

- 9.1 During the term of this Agreement, the City Police Department will continue to maintain Initial Incident Reports, Supplemental Reports and other reports relating to police department activity in the City.
- 9.2 During the term of this Agreement, the City will continue to compile, maintain and submit all law enforcement data for the City, including UCR statistics, to state and federal authorities in the form and manner required of police agencies in Georgia.
- 9.3 Except as limited by any provision of state or federal law, the City may request, review and access data and BHA records at a mutually agreed upon time to ensure compliance with this Agreement.
- 9.4 During the term of this Agreement, the City Police personnel assigned to work on BHA properties will present monthly BHA related incident reports at BHA workshops and/or meetings. In addition to attend resident council meetings/events when requested.

ARTICLE 10 CITY-AUTHORITY RELATIONS

The City Chief of Police will notify the BHA Executive Director in the event of a significant criminal event or emergency situation occurred within the City involving an officer assigned in accordance with this Agreement.

ARTICLE 11 TERMINATION AND REMEDIES

- 11.1 The City may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the BHA.
- 11.2 The BHA may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the City.
- 11.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 12 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested or by electronic mail. Future changes in address shall be effective upon written notice being given by the City to the BHA Executive Director or by the BHA to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City:
City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31520

If to the Housing:
Brunswick Housing Authority
Attn: Executive Director
BHA Central Office
1126 Albany Street
Brunswick, Georgia 31520

ARTICLE 13 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 14 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written

agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the BHA. All parties must sign any subsequent changes in the Agreement.

ARTICLE 15 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Glynn County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 16 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 17 LIABILITY

- 17.1 Each party recognizes and agrees that all such assigned personnel remain solely the employee, officer and/or agent of the City, except as specifically stated otherwise in this Agreement, and that all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of the parties when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially.
- 17.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Nothing in this Agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

- 17.3 Each party shall obtain and maintain such insurance as it deems necessary to protect itself and its elected officials, officers, agents, volunteers and employees from any liability, claims causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, arising directly or indirectly from any act or omission of its own officials, officers, employees, agents or volunteers arising from the activities of its own employees, agents, and volunteers. Neither party shall be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other party even where officers are sworn in by the other party.
- 17.4 Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether sworn in or otherwise. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement. Neither party shall be required to protect or indemnify the other party for the activities of any extraterritorial officer employed by the other party, notwithstanding that such officer was cross-sworn in accordance with paragraph 8.1 above.
- 17.5 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 17.6 Each party shall be responsible for damages to or loss of its own vehicles and equipment. To the extent allowed by law, each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with extraterritorial investigations, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the extraterritorial investigation by its law enforcement entity.

ARTICLE 18 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.

IN WITNESS WHEREOF, the City and Housing Authority have executed this Agreement through their duly authorized officers on the day and year first above written.

(Signatures on the Following Page)

CITY OF BRUNSWICK, GEORGIA:

By: _____
Cosby H. Johnson, Mayor
City of Brunswick

Attest: _____
Naomi D. Atkinson, City Clerk

**BRUNSWICK HOUSING AUTHORITY
CITY OF BRUNSWICK, GEORGIA:**

By: _____
Allen Booker, Chairman
Brunswick Housing Authority

Attest: _____

EXHIBIT “A”

Reimbursement Schedule

The Authority agrees to reimburse the City for the following actual expenses incurred by the City in connection with up to four HAPO officers:

- (a) actual reasonable base salary (excluding overtime); and
- (b) actual reasonable normal employee benefits.

The Authority’s payments to the City shall be due at the beginning of the month following the month in which the actual expense is incurred and/or paid by the City. These expenses shall be paid upon receipt of an invoice from the City detailing the amounts due per officer. The number of patrol officers for whom reimbursement shall be paid shall be wholly dependent upon the grant funds available to the Authority from time to time.

In addition to the officers assigned full-time to BHA duty, the BHA shall pay overtime, at a rate of time and a half, for up to two additional officers to work BHA property during unmanned/peak hours as follows: Monday and Tuesday 18:00-0:00, Saturday 20:00-02:00, Sunday 16:00-22:00. The officers assigned will designate their time to BHA properties only.



RESOLUTION NUMBER 2024-04

RESOLUTION IN SUPPORT OF A BILL TO INTRODUCE LEGISLATION ESTABLISHING A NEW AD VALOREM TAX HOMESTEAD EXEMPTION IN THE CITY OF BRUNSWICK.

WHEREAS, there is not a municipal homestead tax exemption applied to properties located within the City of Brunswick; and

WHEREAS, Pursuant to a majority of the qualified electors of a Municipality, Article VII, Section II, Paragraph III of the Georgia Constitution authorizes the Governing Authority of said Municipality to enact certain ad valorem tax exemptions; and

WHEREAS, Article VII, Section II, Paragraph II of the Georgia Constitution requires the Passage of local legislation prior to the call for a referendum vote on a municipal tax exemption; and

WHEREAS, the City wishes to provide for a new homestead exemption to property owners in the City within the meaning of and as fully permitted under the provisions of the Constitution of the State of Georgia; and

WHEREAS, the City of Brunswick desires that the General Assembly of Georgia, at the regular 2024 session, introduce and pass a local act authorizing the establishment of a new homestead exemption, upon approval in a special election by a majority of the qualified voters voting, which special election shall be held as provided in that local law, but in conformity with the requirements for special elections pursuant to Title 21 of the Official Code of Georgia.

BE IT HEREBY RESOLVED, that the Board of Commissioners for the City of Brunswick unanimously support the introduction of said legislation empowering the City to enact a homestead exemption in accordance with Article VII, Section II, Paragraph III of the Constitution of the State of Georgia.

NOW, THEREFORE BE IT FUTHER RESOLVED, that this resolution be effective upon adoption.

This _____ day of _____, 2024.

CITY OF BRUNSWICK, GEORGIA

Cosby H. Johnson, Mayor

Attest: _____
Naomi D. Atkinson, City Clerk

Intergovernmental Agreement
between
Georgia Ports Authority,
Glynn County, Georgia,
and
the City of Brunswick, Georgia,

1. Parties. THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2024 (the “**Effective Date**”), by and between Georgia Ports Authority, a public corporation and an instrumentality of the State of Georgia (“**GPA**”); Glynn County, Georgia, by and through its Board of Commissioners (“**County**”), for and on behalf of the Joint Public Safety Communications Department (“**JPSCD**”), the local Public Safety Answering Point; and the City of Brunswick, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (“**City**”). GPA, County, and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.
2. Purpose. The purpose of this Agreement is to sustain public safety and protect life and property by setting forth the Parties’ agreement on the method of dispatching emergency calls originating from, or related to incidents occurring upon, property subject to GPA’s police jurisdiction, as established in O.C.G.A. § 52-2-10.
3. Authority. County, City, and GPA are authorized to enter into this Agreement pursuant to O.C.G.A. §52-2-1, *et seq.*, the *Georgia Ports Authority Act*; and the Constitution of the State of Georgia, Article 9, Section 3.
4. GPA’s Police Jurisdiction; Emergency Calls. GPA’s Police Department has the responsibility of protecting, preserving, and enforcing laws and regulations upon the properties owned by GPA. GPA’s police powers extend upon any private or public property within one (1) mile of property under GPA’s jurisdiction, excluding inland ports, pursuant to O.C.G.A. § 52-2-10(b), as amended July 1, 2023. The Parties agree that JPSCD will relay to GPA’s Police Dispatch Center all emergency calls that originate from, or involve incidents occurring upon, property owned by GPA. In addition, JPSCD will notify GPA’s Police Department of any incidents occurring upon property being leased by GPA. The Parties agree and affirm that this Agreement to relay emergency calls is not meant to define or demarcate the jurisdictional lines or duties of any law enforcement agencies. This Agreement shall in no way prevent JPSCD from also relaying emergency calls originating from or involving GPA property to other law enforcement agencies in JPSCD’s sole discretion.
5. Property Locations. To assist JPSCD in making a determination as to whether a property is under GPA’s jurisdiction, GPA will provide County a geographic information system

("GIS") file which will show the locations of all properties owned by GPA including properties that have been purchased, sold, or leased. Upon receipt of the GIS file, County agrees, as needed, to update its GIS system to reflect the current locations of GPA's properties for the purpose of relaying emergency calls to GPA's Police Dispatch Center in accordance with this Agreement. GPA and County will coordinate from time to time to maintain an accurate record of GPA's properties by removing or adding properties as necessary. County agrees that it will not unreasonably delay in implementing any update of the GIS system under this Agreement. Any update of the GIS system by the County will be done in a manner as determined solely by the County.

6. Concurrent Zones. The Parties acknowledge that properties under GPA's jurisdiction are also located within County and/or City police jurisdictions. Notwithstanding the foregoing, for any emergency call originating from or involving incidents occurring upon property owned by GPA, and therefore subject to GPA's police jurisdiction, County, City and JPSCD agree that the call will first be relayed to GPA's Police Dispatch Center, and may be subsequently relayed to other law enforcement agencies as determined by JPSCD in JPSCD's sole discretion.
7. Systems. The Parties may share information regarding computer, telephone and radio communication systems including improvements to and/or modernization of such systems which may improve information sharing and response to 911 calls.
8. Liability. No agent or employee of a Party shall be deemed to be an employee or agent of any other Party because of any action or incident arising pursuant to this Agreement. Nothing contained in this Agreement shall be construed to be a waiver of any Party's sovereign immunity, any individual's qualified immunity, official immunity, or exemption from liability provided for by law.
9. No Benefit to Third Parties. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
10. Confidential Information. The Parties agree to maintain the confidentiality of any security sensitive information which may be disclosed by one party to the other party pursuant to this Agreement. For the purposes of this Agreement, "security sensitive information" shall mean: all non-public information that is of a technical, statistical, video, or audio nature, and/or other proprietary information, which may be disclosed by a Party. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that documents and information in the possession of either Party will be treated as non-public, proprietary, or confidential only to the extent that such documents and information are exempt from disclosure under the Georgia Open Records Act, and such documents and information will only be exempt from disclosure to a third party as permitted by the Georgia Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77.

11. Term. The term of this Agreement shall commence as of the Effective Date and continue for five (5) years thereafter, unless earlier terminated as provided herein. Notwithstanding anything herein to the contrary, any Party may terminate this Agreement, for any reason or no reason, upon ten (10) days' advance written notice to the other Parties. The Parties are free to form other alliances of a similar or identical nature with other entities.
12. Entirety of Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, regarding the subject matter hereof. No modification of or amendment to this Agreement shall be binding on any Party hereto unless such modification or amendment shall be in writing and signed by GPA, City, and County.
13. Construction. Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Georgia.

(This space left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, GPA, City, and County have caused this Agreement to be executed by their duly authorized representatives as of the date and year first set forth above.

Georgia Ports Authority

By: _____

Name: Edward McCarthy

Title: Chief Operating Officer

Witness: _____

Glynn County, Georgia

By: _____

Name: Wayne Neal

Title: Chairman

Witness: _____

Attest: _____

Ronda Vakulich, County Clerk

The City of Brunswick

By: _____

Name: Cosby Johnson

Title: Mayor, City of Brunswick

Witness: _____

Attest: _____

Naomi Atkinson, Clerk



SUBJECT: Intergovernmental Agreement (IGA) between the City of Brunswick and Glynn County regarding funds provided by Commissioner Allen Booker

COMMISSION ACTION REQUESTED ON: March 20, 2024

PURPOSE: To enter into agreement with the County to receive and expend \$20,000 in funding provided by Commissioner Allen Booker to support repairs and improvements for the pool facilities at Howard Coffin Park in the City of Brunswick. The agreement is required for the city to legally receive and expend County funds.

HISTORY: The Glynn County Board of Commissioners allocated funding of \$1.0 million to each sitting commissioner to support improvements in areas throughout Glynn County. Commissioner Allen Booker of the 5th District of Glynn County which encompasses the City of Brunswick chose to provide for \$20,000 of improvements within the city limit. State law provides that an intergovernmental agreement is required to govern any expenditures made by one jurisdiction in another entity's jurisdiction.

FACTS AND ISSUES: The \$20,000 will be used to continue improvements planned for the Brunswick Aquatic Center (BAC) Pool at Howard Coffin Park. The BAC Pool was chosen because of the integral part that they have in the revitalization of the downtown area and the renovation of Howard Coffin Park for aquatic activities that they provide which are enjoyed by citizens of the city and county and visitors, as well.

BUDGET INFORMATION: \$20,000 are being allocated for improvements to the Brunswick Aquatic Center (BAC) Pool at Howard Coffin Park.

OPTIONS:

1. Approve the IGA between the City and County.
 2. Do not approve the IGA between the City and County.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve the IGA between the City and County as presented.

DEPARTMENT: City Manager's Office

Prepared by: Regina M. McDuffie

ADMINISTRATIVE COMMENTS:

No additional comment.

ADMINISTRATIVE RECOMMENDATION:

Approve the IGA between the City and County as presented.

City Manager

Date

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
GLYNN COUNTY, GEORGIA**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), is made and entered into as of the ____ day of _____, 2024, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and **GLYNN COUNTY, GEORGIA**, a political subdivision of the state of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, pursuant to Article IX, Section III, Paragraph I, Subsection (a) of the Constitution of the State of Georgia, the City and the County are authorized to contract with each other for a period not exceeding fifty years 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, the City and County are desirous to enter into this Agreement to complete the work set forth below; and

WHEREAS, the City owns and operates Howard Coffin Park (the "Park"), a park located wholly in the City of Brunswick and Glynn County, Georgia and open for use to all City and County residents; and

WHEREAS, located within the Park is a pool used for community aquatic activities available for use by both City and County residents that live, work and visit the area; and

WHEREAS, the Pool is in need of repair to assist in the availability and safe operation of the pool to the benefit of City and County residents; and

WHEREAS, the Glynn County Board of Commissioners maintain a Commissioner Capital Allocation fund which allows County Commissioners to obligate funding to projects they believe are in the best interests of the citizens of Glynn County, Georgia; and

WHEREAS, the Parties herein agree that improvements to the Pool (the "Improvements") contemplated in this IGA would be beneficial to the citizens, and governments, of both Glynn County and the City of Brunswick; and

WHEREAS, the City will contract for and complete the Improvements in accordance with the City of Brunswick Procurement Ordinance and shall at all times abide by all state and local regulations governing the procurement process; and

WHEREAS, the City and County have determined that it is to the mutual advantage and benefit of each of the Parties, and the citizens, to share the prorated costs of the Improvements as designated in the project summary of quantities; and

WHEREAS, the City and County desire to enter into this cost-sharing Agreement for the costs of the Improvements pursuant to Article IX, Section III, Paragraph I, Subsection (a) and Article IX, Section II, Paragraph 3 of the Constitution of the State of Georgia; and

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

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of the completion of the Improvements by the City and County. A list identifying the Improvements is attached hereto as Exhibit "A."

Section 2. Term

The term of this Agreement shall be from the date last signed by the parties until 60 days following the final review and acceptance of the completed Improvements by the City and County.

Section 3. Responsibilities

The City shall be responsible for managing the contract with any and all contractors selected to complete the Improvements. The parties understand and agree that of the Parties to this Agreement, only the City shall enter into a contract with the Contractor(s) to complete the Improvements. The City shall be responsible for ensuring that the Contractor performs and completes the Improvements in accordance with the timelines incorporated into the contract and in conformance and consistent with the standards generally recognized as being employed by professionals in the same discipline. Each party shall be responsible for coordinating information requests from the other party to this agreement in a timely manner.

Section 4. Payment of Costs

The Contractor(s) shall invoice the costs of the Improvements directly to the City. The Parties hereby agree that the upon completion of the Improvements, the City shall submit all costs related to the Improvements to the County. Unless otherwise approved and agreed to in writing by both the City and the County through an amendment to this Agreement, the total of all costs and expenses to be remitted by the County, whether due and payable to the Contractor(s) or to another party or individual, shall not exceed the \$20,000.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to the City:
City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31520

If to the County:
Glynn County, Georgia
Attn: County Manager
Pate Building
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 10. Compliance with Law

The County and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. 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.

IN WITNESS WHEREOF, Glynn County, Georgia, and the City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

CITY OF BRUNSWICK, GEORGIA:

By: _____
Cosby H. Johnson, Mayor
City of Brunswick

Attest: _____
Naomi D. Atkinson, City Clerk

Signatures continue on following page

GLYNN COUNTY, GEORGIA:

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

Attest: _____
Ronda Vakulich, County Clerk

EXHIBIT “A”

LIST OF REPAIRS

1. Replacement of three (3) Stenner kits;
2. Replacing of six (6) main lines with PVC piping;
3. Removal and replacement of 50 pounds of sand in the main pool filter;
4. Repair work to the filters for both the main and kiddie pool;
5. Removal and Replacement of the multiport; and
6. Removal and Replacement of the deck jet ports on the kiddie pool.

STATE OF GEORGIA

COUNTY OF GLYNN

**AMENDMENT
TO
CITY MANAGER**

**EMPLOYMENT AGREEMENT
(Section 3, Subsection a. – Compensation,
Section 4, Subsection i. – Deferred Compensation)**

THIS AMENDMENT, made and entered into this _____ day of _____, 2024, by and between **THE CITY OF BRUNSWICK, GEORGIA**, a political subdivision of the State of Georgia, acting through its Mayor and Board of Commissioners (hereinafter referred to as the “City” or “Employer”) and Regina McDuffie (hereinafter referred to as “City Manager” or “Employee”).

WITNESSETH

WHEREAS, the City and City Manager entered into that certain employment agreement (the “Agreement”) dated as of April 1, 2020, and amended as of May, 26, 2020; and

WHEREAS, the Agreement set forth certain terms and conditions governing the employment of the City Manager including the term and compensation of the City Manager,

WHEREAS, the Parties now desire to amend certain terms of the Agreement in the manner set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date:

1. **Section 3. Compensation.** Section 3, subsection a. of the Agreement is hereby amended as follows:
 - a. Effective on July 1, 2024, the Employee shall receive monthly compensation based on an annual base salary of \$134,000 payable in installments at the same time that the other employees of the Employer are paid.
2. **Section 4. Other Terms and Conditions of Employment.** Section 4, subsection h. is amended as set forth below and subsection i. of the Agreement is hereby added as an entirely new subsection to read as follows:

- h. MOVING EXPENSES. Reserved.
- i. DEFERRED COMPENSATION. The City shall contribute into the supplemental retirement plan for the City Manager in accordance with Section 457(f) of the Internal Revenue Code which shall be incorporated into this Agreement. Under the terms of said supplemental plan, the City shall make contributions based on the following payment schedule:
 - i. To provide for deferred compensation of fiscal year 2022-2023, the City shall pay \$15,000 with said payment being remitted within 5 days of the execution of this Amendment;
 - ii. To provide for deferred compensation of fiscal year 2023-2024, the City shall pay \$12,800 with said payment being remitted on June 30, 2024; and
 - iii. Beginning with fiscal year 2024-2025, the City Shall pay 10% of the employee's base annual salary with said payment being remitted on the final day of the applicable fiscal year.
 - iv. The supplemental retirement plan benefits set forth above shall be paid to the City Manager in accordance with the Internal Revenue Code and IRS regulations.
 - v. In the event City Manager resigns in good standing under the terms of the Agreement, the deferred compensation payment for the fiscal year in which the resignation is submitted to the City shall be prorated at and as of the date of resignation.
 - vi. In the event the Agreement is terminated with cause by the City, or without proper notice by the City Manager, there shall be no deferred compensation payment for the year in which the termination occurred.
- 3. **Counterparts.** This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.
- 4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, The City of Brunswick, Georgia has caused this Amendment to be signed and executed in its behalf by its Mayor and Board of Commissioners, and duly attested by its City Clerk, and the Employee has signed and executed this Amendment, both in duplicate (both of which shall constitute an original), the date and year first above written.

CITY OF BRUNSWICK, GEORGIA:

EMPLOYEE:

COSBY H. JOHNSON, MAYOR

REGINA M. MCDUFFIE, EMPLOYEE

FELICIA M. HARRIS, MAYOR PRO TEM

DATE

LANCE SABBE, COMMISSIONER

KENDRA L. ROLLE, COMMISSIONER

GWEN ATKINSON-WILLIAMS,
COMMISSIONER

ATTEST:

NAOMI D. ATKINSON, CITY CLERK

DATE