



AGENDA - CITY OF CAMILLA

**CALLED COUNCIL MEETING - CITY COUNCIL CHAMBERS
LIVE BROADCAST – CITY OF CAMILLA FACEBOOK PAGE
TUESDAY, DECEMBER 20, 2022 – 10:00 A.M.**

1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Speaker Appearances
5. Consideration to Terminate:
Professional Services Contract - Camilla Chamber of Commerce
Lease Agreement - The Depot (city owned)
6. Adjourn

CONTRACT

THIS AGREEMENT entered into this 1st day of MAY, 2021 between the CITY OF CAMILLA, a Georgia municipal corporation, hereinafter called "City" and the CAMILLA CHAMBER OF COMMERCE, of Mitchell County, Georgia, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City is a Georgia municipal corporation engaged in providing services to its citizens, including but not limited to police/fire protection; electric, water and waste water utilities; solid waste disposal; recycling; land use planning and establishment and enforcement of various codes; promotion of economic development to expand the tax base and provide jobs for its citizens; and to promote community activities which contribute to the quality of life; and

WHEREAS, City wishes to employ the Contractor to provide professional services in economic development (including promotion of the City) and for the promotion of community activities; and

WHEREAS, the furnishing of such services by Contractor will benefit the City, its citizens and the surrounding community; and

WHEREAS, Contractor is desirous of furnishing such services; however, the sources of revenue available to Contractor are insufficient to defray all costs and expenses required to be incurred in the furtherance thereof; and

WHEREAS, after due deliberation, the City has determined that such services are necessary and beneficial to all of the citizens of the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, terms, and conditions as hereinafter set forth, City and Contractor agree as follows:

1. **Term:** City agrees to employ the Contractor beginning the 1st day of May, 2021, and the Contractor agrees to be employed by the City through the 30th day of September, 2021. This Contract will automatically renew annually on the 1st day of October unless a 90 day notice is given by either party to modify terms or discontinue the agreement.
2. **Compensation:** For all services rendered by the Contractor under this agreement, compensation shall be paid to the Contractor at the rate of \$2,916.67 per month beginning the 1st day of May, 2021, and shall continue in like amount on the same day of each month thereafter until such time as this agreement shall be modified or terminated as herein provided.
3. **Expenses:** All out of pocket expenses incurred by Contractor in the furnishing of the services herein provided, including but not limited to, travel, advertising, promotion, postage, registration and/or membership fees or dues, shall be the sole responsibility of Contractor and shall be paid by it, as and when due.

4. **City's Duties and Responsibilities:** City shall, at its own expense:

- a. Furnish information, upon request, to Contractor regarding the City, its infrastructure, utility rates and charges for other services, tax rates and economic incentive programs which may be available;
- b. Designate responsible City official(s) to attend meetings of the Contractor's Board of Directors and other meetings or Contractor 's various committees which may meet in furtherance of Contractor 's obligations hereunder;
- c. Cooperate with Contractor in the preparation of promotional materials in furtherance of this Contract; 'Cooperate with Contractor in meeting with, and providing pertinent information to, economic development prospects;
- d. Review and approve quarterly status reports submitted by the Contractor as required in Section 5(n).

5. **Contractor's Duties and Responsibilities:** The following are the obligations of Contractor:

- a. Maintain a full-time office, which shall be open during normal business hours to answer personal requests and telephone calls relative to said City, and the business, industrial and economic development thereof;
- b. Receive, process and respond to inquiries by mail, telephone and in person, relating to available space, property, and resources for retail, commercial and industrial development throughout the City and community;
- c. Help to develop and promote the commercial, industrial, and agricultural business interests of said community, and to engage in and promote such goals and projects as may be consistent with the overall goals and interests of both Contractor and City;
- d. Promote tourism, trade shows and conventions and to promote the use of motels and other lodging facilities located within the City;
- e. Conduct annual events and festivals as described in Attachment "A" with additional funding provided by the City as shown in Attachment "A";
- f. Maintain memberships and active involvement in the Georgia Chamber of Commerce and other professional industrial and economic development organizations that promote statewide and local economic development activities, such as the South Georgia Chamber of Commerce, Mitchell County Economic Growth Association (MEGA);
- g. Provide minutes for the Development Authority of the City of Camilla;
- h. Provide minutes and bookkeeping services for the Downtown Camilla Development

Authority;

- i. Provide funds to meet the general obligations of the staff and board of directors of Contractor as outlined within the scope of Contractor's annual budget;
- j. Prepare and distribute promotional literature, maps and other items necessary to effectively promote the business, industrial, and economic development throughout the community;
- k. Provide leadership and assistance in developing and executing the many community activities and events sponsored by the parties hereto;
- l. Provide its offices and other spaces for the coordination of community sponsored activities and events;
- m. Abide by all applicable laws, rules and regulations of any governmental entity, agency or subdivision.
- n. Prepare and submit a quarterly status report measuring the contract performance requirements.

6. Records:

- (a) All books, records, and minutes of Contractor shall contain sufficient information to disclose the services performed and projects undertaken by Contractor in the furtherance of its obligations hereunder. Such books and records shall be available to City for inspection, upon reasonable notice, at all reasonable times. Upon termination under the terms of this agreement, all records, manuals, work papers, worksheets, copies of records and reports, and all other records and financial data used in the conduct of the City's business shall be made available to the City for duplication and use by the City upon its request and such duplicate records shall thereafter belong to the City.
- (b) The Contractor will engage an independent accountant to apply agreed-upon examination procedures to the specific fees and expense items related to this Contract for each fiscal year ending September 30 during the term of this Contract. A report on the procedures performed, items examined, and the accountant's findings and conclusions will be provided to the City and the Contractor by the independent accountant. A statement summarizing the Contractor's revenues and expenses, including any adjustments made to them, will be provided to the City and the Contractor. The fee for the agreed upon procedures examination shall be paid by the Contractor.

7. **Independent Contractor:** Nothing contained in this Contract shall be construed to constitute the Contractor as an Employee or Agent of the City, nor shall either party have any authority to bind the other in any respect Contractor is employed by City solely for the purposes and to the extent set forth in this Contract, and its relation to the City shall be that of an Independent Contractor. Contractor understands and agrees that as an independent Contractor, City is not required to withhold any federal or state income taxes or social security taxes nor is City required to pay any federal or state unemployment compensation contributions as to Contractor

or its employees.

8. Termination of Contract: This Contract shall immediately terminate on the first of the following events to occur:

- (a) Dissolution of Contractor as a legal entity.
- (b) Contractor's inability or failure to perform, in any material respect, its duties and responsibilities hereunder, and such failure shall continue after 30 days written notice by the City to Contractor.
- (c) Upon expiration of the term of this Contract, unless renewed by the parties hereto.

9. Assignment:

- a. It is agreed that the Contractor shall not have the right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and the right thereto are expressly declared to be non-assignable and non-transferable, and in the event of any attempted assignment or transfer, the City shall have no further liability hereunder.
- b. It is further agreed that Contractor may not assign this Contract in whole or in part and that any attempt by Contractor to assign or transfer its obligations or responsibilities hereunder.


10. Time: Time is of the essence of this Contract.

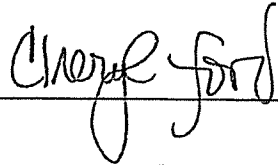
11. Entire Agreement: This Contract constitutes the entire Agreement of the Parties and all prior representations, understandings and agreements are hereby merged herein. No amendments, variations or understandings contrary or in addition to those contained herein shall be of any force and effect unless in writing and signed by the Parties hereto.

12. Binding Effect: This agreement is binding upon the parties hereto and upon their personal representatives, heirs, successors, and assigns, if assignment hereof has been permitted.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year above written.

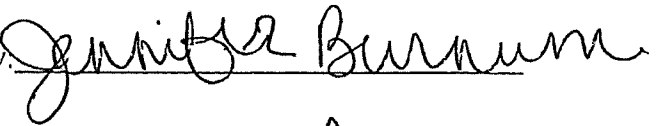
CITY OF CAMILLA (Seal)

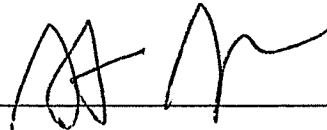
By: 
Kelvin M. Owens, Mayor

Attest: 



CHAMBER OF COMMERCE (Seal)

By: 

Attest: 

Attachment "A"

The Camilla Invitational Art Show - \$2,000

This event, held every February, attracts artists from all over the country. The purpose is to promote awareness of the arts in Southwest Georgia as well as to provide a creative outlet for local art students having an interest or seeking a career in the arts. Students from our local schools, civic groups, and many others tour the exhibit, left on display for one week. The International Festival and Events Association has ranked the show one of the top ten in the country. Presently, 30-35 artists' applications are accepted, an average of 200 people attend the opening reception, and over 500 people view the art during this week long exposition. This additional funding is needed to assist in marketing the event with the printing of color brochures to be placed in welcome centers, art centers and school systems across Georgia. These brochures are also available at the exposition throughout the week.

Gnat Days - \$7,000

Now in its 15th year, Gnat Days has made a major comeback during the past 3 years, attracting over 500 people into our community. Immediate plans include regrouping post COVID and making sure the event is in line with the world's new "normal". Presently, the festival includes a 5k Walk/Run, Street Dance, Pet Parade, Character Dash, Car Show, Children's play area and an Arts & Crafts Festival. With adequate marketing and development funds, we should be able to gradually increase the size of our event. The festival market is very competitive and Camilla needs this event to promote unity and community spirit to project managers and economic developers.

Christmas on Broad - \$2,000

Around for almost 2 decades, this event has changed, progressed and changed some more! Presently, this is a late afternoon to early evening event during which participating Chamber member retail stores& shops are open with extended hours, special sales & refreshments. Several years ago we discontinued as a ticketed event to hopefully draw a bigger crowd and benefit the retail community. This event draws people from neighboring communities each year. Camilla residents love this event as well. It is a great kickoff to the Christmas season and to invoke the Christmas spirit. With additional marketing funds we have expanded this event, opening it up regionally. This contribution helps pay for the promotion of the event: posters, postage, invitations, etc. The more people we can reach and get to attend, the better for the members.

Camilla Christmas Community Events - \$2,000

There is no such thing as a successful event without marketing. In October the Chamber puts on a Fall Bazaar in beautiful downtown Camilla and invites local talents that make things to come set up and sell. The items must be artsy, handmade, etc. We do not charge an entry fee. Also in October we host a Chili Cook-off. This event is nearly 10 years old. It is a local favorite, but it is not a money maker. Additionally in November along with several of our neighboring counties, participate in the 65-Mile Yard Sale. This sale brings people in from all over neighboring cities and even states. Folks then shop, eat, sleep, buy gas, etc. in Camilla, There is no entry fee for this event either.

The City's contribution allows the Chamber to provide support for these community events.

Camilla Christmas Parade - \$2,000

The largest, lighted Christmas Parade in our area, the Camilla Chamber is proud to offer this event to the citizens of Camilla. And after 20+ years, we still do not charge an entry fee. Additional funds allow us to dazzle our citizenry even more than we do now, and to make our parade a regional event. Again, marketing materials and brochures are needed, not only for regional distribution, but for disbursement in our local schools.

Amendment to the contract between the City of Camilla, Georgia municipal corporation (hereinafter called "City") and the Camilla Chamber of Commerce of Mitchell County, Georgia (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement dated May 1, 2021; and

WHEREAS, as provided in the Agreement, the City agreed to pay Contractor the rate of \$2,916.67 per month; and

WHEREAS, Contractor did agree to provide certain services to the City as delineated in the Contract and its Attachment A; and

WHEREAS, among services provided, Contractor shall carry out certain annual events and festivals as described in Exhibit "A" with additional funding as provided in the Exhibit; and

WHEREAS, after careful study and deliberation, the Mayor and Council of the City of Camilla have determined that an Arts Program would be in the best interest of the community; and

WHEREAS, Contractor has agreed to carry out and organize the Camilla Arts Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Contract and this Amendment, both parties agree as follows:


Section 1. Attachment A of the Contract is amended to add a Camilla Arts Program as described in Exhibit A attached to this Contract which shall be made part of Exhibit A to the original Contract.

Section 2. All other terms of the Contract agreed upon on May 1, 2021 shall remain in force and effect.

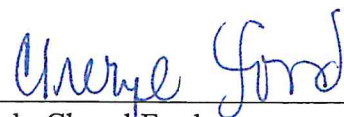
In consideration of the mutual covenants contained herein, both parties have hereunto set their hands and seals on this day and year.

This 14th day of NOVEMBER, 2022.

CITY OF CAMILLA


By: 

Mayor, Kelvin, Owens

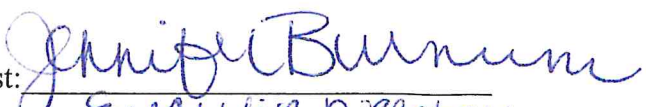
Attest: 

City Clerk, Cheryl Ford

**CAMILLA CHAMBER OF
COMMERCE**

By: 

Title: Chairman

Attest: 

Title: Executive Director

**OFFICE SPACE LEASE AGREEMENT
BETWEEN CITY OF CAMILLA AND
CAMILLA CHAMBER OF COMMERCE**

GEORGIA, MITCHELL COUNTY.

THIS LEASE AGREEMENT made and entered into this 1st day of May, 2021 by and between CITY OF CAMILLA as "Landlord" and CAMILLA CHAMBER OF COMMERCE as "Tenant".

WITNESSETH THAT:

WHEREAS, the Tenant is desirous of leasing certain office space in the Railroad Depot which is located at 212 E. Broad Street, Camilla, Mitchell County, Georgia which is owned by Landlord and Landlord has agreed to lease said space to Tenant.

IT IS MUTUALLY AGREED AS FOLLOWS:

A. PREMISES RENTED AND USE TO BE MADE THEREOF

The Landlord, in consideration of the rents agreed to/paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the parties hereto, does hereby this day grant, demise and rent, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated unto the Tenant those certain premises described as follows, to-wit:

The portion of the Railroad Depot identified as "SECTION A", more particularly shown on sketch which is attached hereto as Exhibit "A" and made a part hereof, together with all fixtures, improvements, tenements and appurtenances thereto belonging or in any ways appertaining, including but not limited to the right of ingress and egress thereto and therefrom at all times. Said premises shall be used for office space for employees of Camilla Chamber of Commerce, housing of Chamber programs or affiliate organizations (such as Better Hometown, Camilla Tomorrow, Downtown Camilla Development Authority and City of Camilla Development Authority) and for meeting facilities for Chamber meetings or community organizations.

B. TERM OF LEASE AGREEMENT

This agreement shall begin on May 1, 2021 and shall terminate on September 30, 2021; subject to right of Tenant to renew on a year to year basis thereafter as provided herein.

C. OBLIGATIONS OF TENANT

As part of the consideration for this lease, Tenant shall:

1. Staff, operate and furnish a Welcome and Tourism Center for the purposes of showcasing the City of Camilla;
2. Pay all utility, janitorial and ordinary maintenance cost in connection with the office area designated on Exhibit "A" as "SECTION A" attached hereto;
3. Provide management services for use of the remainder of the building including the banquet area and the platform area designated "SECTION B" (as delineated on Exhibit "A" attached hereto) as follows:
 - a) Develop rental policies for the banquet and platform area as delineated in "SECTION B" and submit same to the City of Camilla for review;
 - b) Develop rental rates for said area and submit same to the Camilla City Manager for review;
 - c) Acquire all furniture and furnishings for use of said banquet and platform area;
 - d) Keep and maintain appropriate accounting records for all revenues and expenses associated with the banquet and platform area including keeping and maintaining a separate bank account (known as the "Depot Rental Bank Account") to receive rental income and pay banquet and platform area related expenses including utilities, pest control and cleaning;
 - e) Keep and maintain a calendar for rental of such "SECTION B" property and serve as the exclusive rental agent for same;
 - f) On a quarterly basis, provide the City of Camilla with a list of renters for the previous quarter and any itemized accounting of income and expenses attributable to such "SECTION B" property;
 - g) The account containing the rental income required herein, shall be used to pay the Tenant a \$500.00 per month management fee for overseeing the rental and use of the banquet and platform area during any month the balance in the "Depot Rental Bank Account", after paying all associated expense and deducting deposits, exceeds \$1,000.00.

Tenant shall keep and maintain insurance on the contents and keep and maintain not less than \$1,000,000.00 in liability insurance on the entire premises with Landlord named as co-insured and loss payee on said policy. Said insurance coverage shall provide liability coverage for injuries to persons or property occurring on the depot premises or arising out of its use [including but not limited to causes of action arising out of the use of alcoholic beverages on the premises].

D. LANDLORD'S OBLIGATION

1. Landlord shall be obligated to provide the exclusive use and occupation of the office area described in Exhibit "A" for the Tenant excepting the Landlord's right to inspect and maintain said area;
2. Landlord shall be obligated to keep and maintain all structural aspects of the entire facility including all maintenance and repairs for walls, roofing, parking area and HVAC systems. Landlord shall pay any and all utilities, janitorial services, ordinary maintenance and general upkeep on the banquets and platform areas delineated in Exhibit "B" attached hereto in excess of those amounts available to be paid from the "Depot Rental Bank Account" for the use of said areas. A written request for such "excess funds" must be made and granted by the City of Camilla;
3. Landlord shall obtain, at its sole expense, hazard insurance for fire, wind, storm and other hazards.

E. RENT

The rental fee to be paid by Tenant shall be an amount equal to \$1.00 per year for the initial term and for each term thereafter unless otherwise agreed in writing by the parties. Either party may terminate this agreement, without cause, at the end of any annual term by giving written notice to the other party at least 90 days before the end of the then current annual term.

Either party may terminate this agreement for cause by giving the other party 90 days written notice. In the event that the cause for such termination is default under this agreement the defaulting party shall have 30 days after said notice to cure the default and upon such cure the termination for cause as to such default shall be null and void.

Either party may terminate this agreement immediately upon a finding of misfeasance or malfeasance of the other party provided such misfeasance or malfeasance is directly related to the landlord/tenant relationship created herein.

F. USE AND CARE OF PREMISES

The premises described in Section A above shall be used for the purposes stated in this Lease Agreement and for no other. The premises shall not be used for any unlawful purposes, to create in any manner a nuisance, nor in any way which could result in the Landlord's insurance being invalidated or rates increased.

G. DESTRUCTION OR DAMAGE TO PREMISES

If premises leased to Tenant shall be destroyed or damaged by fire or other casualty so as to make same untenable, then this lease shall terminate.

H. STRUCTURAL REPAIRS

Any and all signage, alterations, renovations, aesthetic changes to be made by the Tenant must first be approved in writing by the Landlord.

I. CONSTRUCTION OF THIS LEASE AGREEMENT

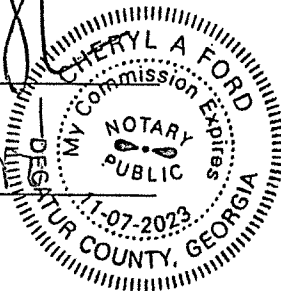
This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. Any changes, alterations, deletions or additions to the terms set forth in this Lease Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the Landlord and Tenant agree to the terms and conditions of this Lease Agreement as set forth above, have set their hands and affixed their seals hereto, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public



CAMILLA CHAMBER OF COMMERCE

By:

Title Ex. Director

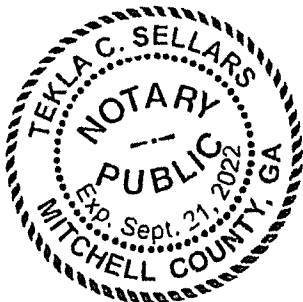
Attest:

Title

Signed, sealed and delivered
in the presence of:

Witness

Notary Public



CITY OF CAMILLA

By:

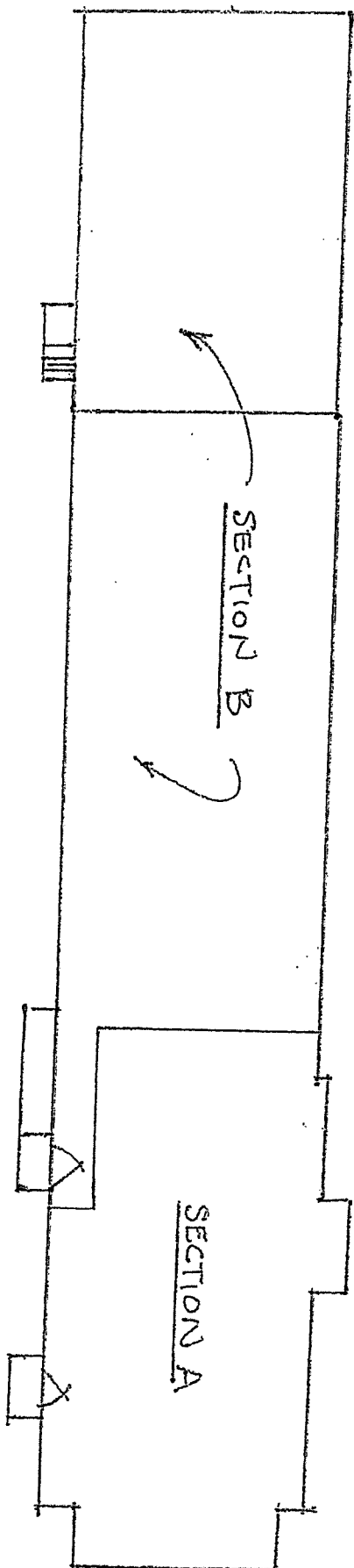
Title MAYOR

Attest:

Title Clerk



US 19 NORTH



PARKING LOT

EXHIBIT "A"