

**MINUTES – REGULAR MEETING
CITY OF CAMILLA, GEORGIA
MARCH 13, 2023**

The regular meeting of the Mayor and City Council of the City of Camilla was called to order at 6:00 p.m. on Monday, March 13, 2023 by Mayor Owens.

Present at roll call: Councilman Burley, Councilmember Tucker, Councilman Morgan, Councilman Collins, Councilman Pollard, and Councilman Palmer.

City Manager Stroud, City Attorney Denmark, and Clerk Ford were also present.

OPENING PRAYER AND PLEDGE

Councilman Burley gave the invocation and the Mayor and Council led the Pledge of Allegiance to the Flag.

CITIZENS AND GUESTS

Sign-in Sheet Attached.

APPROVAL OF AGENDA

A motion was made by Councilmember Tucker to approve the March 13, 2023 agenda. The motion was seconded by Councilman Pollard and passed by a unanimous vote.

APPROVAL OF MINUTES

Mayor Owens asked for a motion to approve the minutes from Called Meetings – September 6, 2022; September 28, 2022; December 5, 2022; December 20, 2022; January 3, 2023; January 12, 2023; and February 6, 2023 along with the Regular Meetings of January 9, 2023 and February 13, 2023. A motion was made by Councilman Pollard and seconded by Councilman Burley. The motion passed by a unanimous vote.

SPEAKER APPEARANCES

Steve Edwards (Waste Management), Martha Bateman, Corey Stubbs, Susan Rackley, Harrison Edwards, Melanie Kemp, and Julie Tucker.

ACTION ITEMS

DEFENSE AND INDEMNITY ORDINANCE NO. 2023-03-13-1 – SECOND READING AND ADOPTION

The Mayor and Council conducted the first reading of a Defense and Indemnity Ordinance on February 13, 2023. The ordinance provides defense of officers and employees and payment of claims and judgments to provide indemnification for city officials; to provide severability; to provide penalties; to provide for repeal of conflicting ordinances; to provide an adoption and effective date; and to provide for other lawful purposes. The second reading of Ordinance No. 2023-03-13-1 is being conducted tonight and Council recommends adoption of the ordinance and authorizes the Mayor to sign. A motion was made by Councilman Pollard and seconded by Councilman Burley. After discussion and comments regarding the Ordinance, voting in favor of

DEFENSE AND INDEMNITY ORDINANCE NO. 2023-03-13-1 – SECOND READING AND ADOPTION (cont.)

the motion via a roll call vote: Councilmen Pollard, Morgan, and Burley. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and the motion to adopt Ordinance No. 2023-03-13-1 and authorize the Mayor to sign passed by a 4-3 vote.

ONE-DAY ALCOHOL PERMIT FOR MARCH 18, 2023 – FLINT RIVER ARTS COUNCIL

Flint River Arts Council has requested a one-day permit for the sale of alcoholic beverages at their fund raising event on March 18, 2023. The event, Tall Tales II, will be held from 6:00 p.m. to 9:00 p.m. at 25 West Broad Street. The Council recommends approval of the one-day permit for alcoholic beverage sales as requested. A motion was made by Councilmember Tucker and seconded by Councilman Palmer. The motion passed by a unanimous vote.

AARTH FOOD MART – 92 & 94 W. BROAD STREET – OFF-PREMISES BEER LICENSE

Narayana R. Beeram has applied for a new beer license for the sale of beer off-premises at 92 and 94 West Broad Street. Chief Hendricks performed required background checks and approved the application. The Council recommends approval to issue Mr. Beeram a beer license for the sale of beer off-premises as requested. A motion was made by Councilman Palmer and seconded by Councilman Morgan to approve the off-premises beer license as requested. The motion passed by a unanimous vote.

YOUTH ADVISORY COUNCIL BY-LAWS

The Mayor and Council reviewed the By-Laws presented by and governing the City of Camilla Youth Council. The purpose of the Youth Council is to acquire greater knowledge and appreciation for the political system through active participation in local government; learn how local municipal government works and how municipal services are provided; provide a means by which the City's youth can be heard and share their perspective on issues affecting young people's lives in social, educational, recreational, cultural, and law enforcement areas; assist the Mayor, City Council, and City staff in policy and decision-making, problem-solving, and accomplishing community goals; and provide leadership development and experience that will enable the youth to become productive citizens and leaders in the city of Camilla. The Council recommends approval of the City of Camilla Youth Council By-Laws as presented. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the Youth Council By-Laws. Councilmember Tucker stated she appreciated the Youth Council Mayor Jeremiah Florence for being present and representing the City so well. Harrison Edwards advocated on behalf of the By-Laws and has been appointed as an ambassador to the Youth Council and appreciates the Youth Council extending that to a well deserving young man. She asked if at some point in time the Mayor could come back to the Council with the Paragraph 3 Core Values and Goals when established. Mayor Owens commented at the last meeting of the Youth Council meeting he made a suggestion to the Youth Council based off feedback related to the original design. They have some students that live in Camilla but go to school somewhere

YOUTH ADVISORY COUNCIL BY-LAWS (cont.)

else. The Youth Council, as a body, was gracious enough to hear his recommendation as it relates to those students that live in the city but go to school somewhere else and incorporate them inside the Youth Council initiative. The recommendation was to create in their by-laws for those students to act as ambassadors. After additional comments, the motion passed by a unanimous vote.

DINER EN BLANC PARTNERSHIP

The Mayor and Council discussed a public-private partnership opportunity for economic development in the City by supporting the Diner en Blanc event hosted by the Mitchell-Baker High School Class of 1999. The inaugural event was held October 1, 2022 in Camilla and the expected attendance at this year's event is two hundred guests. The Council recommends use of MEAG Economic Development funds to financially support the event up to \$10,000 (ten thousand dollars). A motion was made by Councilman Pollard and seconded by Councilman Morgan. After discussion and comments amongst the Mayor and Council, a substitute motion was made by Councilmember Tucker for the City to support the Class of 1999 in a community-wide event that is anticipated to bring economic development dollars into our community and funds from City support, along with funds they raise, would benefit their scholarship account. She commented she is attempting to clarify from the \$10,000 to be received they are going to use \$3,000 for promotion (TV ads, marketing, direct mail) and earmark \$7,000 for scholarships. It is something she can support because she can let the citizens whose dollars have gone to fund this what the money is being spent for. When economic development is said, they are having an event at a time when nothing is open downtown except two restaurants on Saturday nights. She believes what they are doing has good intentions and heart and the type of event she wished she would have been invited to. She wants to have a discussion so it can include all of the community. Councilmember Tucker restated her substitute motion: to support the Mitchell-Baker High School Class of '99 in their event to be held September 30, 2023 for up to \$10,000 in funds to be used for scholarships and to host the event and that accountability to be provided to the City. Councilman Palmer seconded the motion, provided it was in writing. Councilmember Tucker amended the motion to add documentation is to be in writing. Voting in favor of the substitute motion via roll call: Councilmember Tucker and Councilmen Palmer and Collins. Voting in opposition: Councilmen Burley, Morgan, and Pollard. Mayor Owens voted no and the motion failed. Voting in favor of the main motion to support, partner with, and sponsor the Diner en Blanc event for the Mitchell-Baker Class of 1999 up to \$10,000 via roll call vote: Councilmen Burley, Morgan, and Pollard. Voting in opposition of the motion: Councilmember Tucker and Councilmen Collins and Palmer. Mayor Owens voted yes and the motion passed by a 4-3 vote to financially support up to \$10,000 the 2023 Diner en Blanc event from MEAG Economic Development Funds.

AAU BASKETBALL PARTNERSHIP

The Mayor and Council discussed a public-private partnership opportunity with the Amateur Athletic Union (AAU) of the United States, Inc. and its' affiliated organization, *South Georgia Tarheels*. The organization bridges the gap of a cut-off age of 14 for basketball with the Mitchell County Recreation Department. Team members with the AAU *South Georgia Tarheels* are be-

AAU BASKETBALL PARTNERSHIP (cont.)

tween the ages of 15 to 17 with 75% from Mitchell County. The Council recommends approval to financially support the *South Georgia Tarheels* up to \$10,000 (ten thousand dollars) to facilitate travel and bring recognition to Camilla. Funding source: MEAG Economic Development Fund. A motion was made by Councilman Morgan and seconded by Councilman Pollard. Voting in favor of the motion via a roll call vote: Councilmen Burley, Morgan, Collins, and Pollard. Voting in opposition: Councilmember Tucker and Councilman Palmer. The motion passed by a 4-2 vote.

THE DEPOT – RENTAL FEE SCHEDULE AND RENTAL APPLICATION

The transition of managing rentals at The Depot from the Chamber of Commerce to the City of Camilla was presented at the March 6, 2023 work session. Implementation of the workflow, the application process, and the rental rate structure was reviewed and discussed. The Council recommends approval of the rental rate schedule and contingent upon the city attorney's approval, the rental application form. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve the rental fee schedule for The Depot and rental application form (contingent upon city attorney's approval). Councilmember Tucker commented under Events Scheduling of the application on page 1 to add a check box to document the applicant has the appropriate permit to serve alcohol. The motion passed by a unanimous vote.

SCORES SPORTS BAR AND LOUNGE – RESOLUTION NO. 2023-03-13-2

City Manager Stroud read for the record the Resolution which officially names the City's newly purchased restaurant "SCORES SPORTS BAR AND LOUNGE", to designate a logo, and for other purposes. A motion was made by Councilman Pollard and seconded by Councilman Morgan to approve the Resolution. After comments by the Mayor and Council, the following votes were recorded via a roll call vote in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition of the motion: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted yes and motion passed by a 4-3 vote.

SEPA DESIGNATION

The Mayor and Council discussed information received from MEAG (Municipal Electric Authority of Georgia) Power for the City's Southeastern Power Administration (SEPA) allocation. SEPA is offering participants renewable energy credits for energy used on a quarterly basis beginning the first quarter of 2023. The Council recommends designating MEAG Power as the City's agent to manage the credits for the City. A motion was made by Councilmember Tucker, seconded by Councilman Pollard, and passed by a unanimous vote to designate MEAG Power as the City's agent.

FORMULYTICS SOFTWARE PURCHASE

The Mayor and Council discussed Formulytics with Police Chief Hendricks and Drug Commander Hall. The software is recommended by Police Department staff to assist in their efforts to reduce crime in the community by linking critical intelligence in real time across jurisdictional boundaries. Agencies included in the implementation and use of the software include:

FORMULYTICS SOFTWARE PURCHASE (cont.)

- *Camilla Police Department* [Mitchell County Sheriff's Department, Pelham Police Department, and Sale City Police Department]
- *Decatur County Sheriff's Office* [Bainbridge Public Safety, Decatur County School Resource, Attapulgus Police Department, District Attorney]
- *Grady County Sheriff's Office* [Cairo Police Department, Grady County School Resource, Whigham Police Department]
- *Baker County Sheriff's Office* [Newton Police Department and Baker County School Resource]
- *Calhoun County Sheriff's Office* [Arlington Police Department, Leary Police Department, and Edison Police Department]

GEMA is offering a grant program that will reimburse the City of Camilla the \$100,000 purchase price. Council recommends approval to purchase Formulytics with front-end funding from the MEAG Economic Development Fund and authorizes the Mayor to sign contract documents. A motion was made by Councilman Burley and seconded by Councilmember Tucker to approve the purchase. After discussion, voting in favor of purchasing Formulytics using MEAG Economic Development Funds for payment via a roll call vote: Councilmember Tucker and Councilmen Burley, Morgan, Collins, Pollard, and Palmer. The motion passed by a unanimous vote.

CIVILITY RESOLUTION NO. 2023-03-13-1

The Mayor and Council discussed a resolution pledging to practice and promote civility in the City of Camilla. The resolution addresses civility within the governing body and City Manager Stroud read the resolution into the record. Council recommends approval of Resolution No. 2023-03-13-1 and authorizes the Mayor to sign. A motion was made by Councilmember Tucker and seconded by Councilman Collins to approve the resolution. Councilman Morgan offered a substitute motion to explore diversity, equity and inclusion training prior to engaging and considering a civility resolution. The motion was seconded by Councilman Burley. Councilmember Tucker commented she brought the resolution forward and did not make any changes. She does not have a problem with training and does not see them being civil as elected officials hindered and tied to they must do something first before they can be civil. The resolution is from the GMA website and adopted by thirty-five cities. GMA noted on their website the resolution is a first step for city leaders to model civility in their interactions with others and did not say and it was a secondary step. After further discussion, voting in favor of the substitute motion: Councilmen Burley, Morgan and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted in favor of the substitute motion and the motion passed by a 4-3 vote.

MARIJUANA POSSESSION ORDINANCE NO. 2023-03-13-2

The Mayor and Council discussed at their March 6th work session an ordinance providing for the penalty of possession of one ounce or less of marijuana; to encourage law enforcement officers to issue citations for such offense in lieu of effectuating arrest, and to set the fine at \$35.00

MARIJUANA POSSESSION ORDINANCE NO. 2023-03-13-2 (cont.)

(thirty five dollars). Council recommends adoption of Ordinance No. 2023-03-13-2, to waive the second reading, and authorization for the Mayor to sign. A motion was made by Councilman Morgan and seconded by Councilman Pollard to adopt the ordinance. After discussion, a roll call vote was taken. Voting in favor of the motion: Councilmen Burley, Morgan, and Pollard. Voting in opposition: Councilmember Tucker and Councilmen Collins and Palmer. The Mayor voted in favor of the motion and broke the tie. To waive the second reading of an ordinance a unanimous vote is required and the ordinance will move forward to the next meeting of the Council for a second reading and consideration of adoption.

BID AWARD – LMIG PAVING – OXFORD CONSTRUCTION

Bids for the 2023 LMIG paving project were opened on March 2, 2023. Three bidders submitted bids and Oxford Construction Company was identified as the lowest bidder in the amount of \$229,027.50. Streets included in the project: River Street, Barrow Street, North Harney Street, and New Street. York & Associates Engineering, Inc. recommends awarding the bid to Oxford Construction Company. The Council recommends accepting the recommendation of York and Associates and awarding the bid to Oxford in the amount of \$229,027.50. A motion was made by Councilman Morgan and seconded by Councilman Burley to accept the bid of Oxford Construction Company in the amount of \$229,027.50. The motion passed by a unanimous vote.

BID AWARD – SPRAYFIELD PROJECT ENGINEERING SERVICES – STILL WATERS ENGINEERING

Statements of Qualifications to provide engineering services for the land application system improvements (sprayfield project) were opened on March 3, 2023. Still Waters Engineering was identified as the lowest and best qualified bidder for the project. Staff recommends awarding the engineering services portion of the project to Still Waters Engineering. Council recommends acceptance of staff recommendation to approve Still Waters Engineering and authorizes the Mayor to sign contract documents. A motion was made by Councilman Burley and seconded by Councilman Morgan to approve Still Waters Engineering to provide engineering services for the land application system. The motion passed by a unanimous vote.

BID AWARD – PUMPING SYSTEM IMPROVEMENTS – DOYLE HANCOCK & SONS CONSTRUCTION COMPANY INC.

Bids for pumping system improvements were opened on March 6, 2023. Still Waters Engineering identified Doyle Hancock & Sons Construction Company, Inc. as the lowest bidder in the amount of \$198,024. The pumps will provide the City with a bypass pumping system for backup in emergency situations. The associated GEFA loan for this project is CWDRA 20007. Council recommends awarding the bid to Doyle Hancock & Sons and authorization for the city manager to sign the Notice of Award. A motion was made by Councilmember Tucker and seconded by Councilman Burley to award the bid for pumping system improvements to Doyle Hancock & Sons Construction Company. The motion passed by a unanimous vote.

YOUTH EMPLOYMENT, YOUTH COUNCIL, AND STUDENT INTERNSHIP PROGRAMS – EXTENSION OF PROGRAMS TO SEPTEMBER 30, 2023

The Council discussed extending funding for the Youth Council, the Youth Employment Program, and the Student Internship Program until September 30, 2023. The Youth Council is funded with Non-MEAG Economic Development funds, the Youth Employment Program is funded with American Rescue Plan Act funds and the Student Internship Program from the Non-MEAG Economic Development fund. Council recommends extending the programs until September 30, 2023 with funding sources as presented. A motion was made by Councilman Morgan and seconded by Councilman Burley to extend the programs with associated funding sources. After discussion, voting in favor of the motion via a roll call vote: Councilmember Tucker and Councilmen Burley, Morgan, Collins, Pollard, and Palmer. The motion passed by a unanimous vote.

SEASONAL RATES FOR AGRICULTURAL PRODUCERS

City Manager Stroud commented he has been in contact with the customer and has asked the city attorney to provide information on the rates. At this time research is ongoing and he does not have any additional information. Mayor Owens commented our city attorney is working on it as related to the gratuity piece. Attorney Denmark stated they are also working on the uniformity clause and trying to develop a rate that does not violate certain rules of uniformity and gratuity.

CITY MANAGER'S REPORT

City Manager Stroud stated we have multiple projects under design and ready for bid including Hilltop, Albany Circle, and cul-de-sac. He has met with the engineering firm today on the gym and they will provide preliminary thoughts on it. The cemetery fence bid, along with the columns, is under consideration for bid document preparation. Councilmember Tucker asked for an update on Georgia Cities Week, which is held in April. Mayor Owens stated he would have a recommendation at the Work Session in April and would be recommending elements from Level 1. City Manager Stroud added the cemetery lots sold report was provided in their Council packets. Councilmember Tucker questioned if the finance director would be at the work session and have a financial report. City Manager Stroud replied that is his intention.

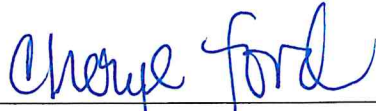
MAYOR'S ANNOUNCEMENTS

Mayor Owens commented about a year ago he announced to the citizens of the city our operational tempo would be increasing. For the last fourteen months, looking at the agenda tonight and previous agendas and amount of meetings they have had, it is clear they are keeping that tempo hot to move the city forward. Since making that declaration they have increased economic development, voted tonight for an item that will keep the community safe, investing in the youth, and as related to infrastructure are improving infrastructure that has needed care for years, if not decades. The Council has put forth criminal justice reform, learned last week we have new housing and a new business coming to Camilla. The Council and the City was also recognized on the State level. He asked them to believe what their eyes were showing them and to stay encouraged. They are doing good things in the city and moving it forward.

ADJOURNMENT

The meeting adjourned at 9:10 p.m. on motion by Councilman Pollard.

BY: 
KELVIN M. OWENS, MAYOR

ATTEST: 
CHERYL FORD, CLERK

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: MARCH 13 2023

TIME: 6:00

☐ A.M.

☒ P.M.

MEETING: ☒ COUNCIL

☐ WORK SESSION

☐ OTHER: _____

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	Steve Edwards	5421 Lower Meigs Rd		✓	Say hello from WM
2	Martha Bateman	4242 US Hwy 19		✓	Depot
3	Judy Birdsong	Stadium Dr.	✓		
4	Rose Robinson	351 Washington St			
5	Walter Anderson	104 Thomas St Camilla		✓	
6	Grey Stubbs	1300 River Rd Camilla		✓	Diner En Blanc
7	Ann Pearce	4514 Spauld Hall	✓		
8	Bud Neal	4514 Spauld Hall	✓		
9	Harrison Edwards			✓	also on
10	J. Iester	115 Lincoln St			
11	Jeremiah Florence	106 Spence St.	✓		
12	Susan Rackley	Camilla Ga		✓	
13	Whitney Kemp			✓	
14	Julie Tucker	178 Court Dr.		✓	
15	BEERAM	94 West B. street	✓		Alicia's Litter
16	Carl Dixon	Camilla			
17	Marie Dixie		✓		

CITY OF CAMILLA, GEORGIA ~ SIGN-IN SHEET

DATE: MARCH 13 2023

TIME: 6:00

☐ A.M.

☒ P.M.

MEETING: ☒ COUNCIL

☐ WORK SESSION

☐ OTHER: _____

	NAME	ADDRESS	SPEAKER		TOPIC OF DISCUSSION
			NO	YES	
1	<i>Bray Campbell</i>				
2	<i>Herci [unclear]</i>				
3	<i>Ray [unclear]</i>		✓		
4			✓		
5					
6					
7					
8					
9					
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**CITY OF CAMILLA, GEORGIA
ORDINANCE NO. 2023-03-13-1**

AN ORDINANCE TO AMEND TITLE 2 OF THE CODE OF ORDINANCES OF THE CITY OF CAMILLA, GEORGIA BY ADDING CHAPTER 9 DEFENSE OF OFFICERS AND EMPLOYEES AND PAYMENT OF CLAIMS AND JUDGMENTS TO PROVIDE INDEMNIFICATION FOR CITY OFFICIALS; TO PROVIDE SEVERABILITY; TO PROVIDE PENALTIES; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Camilla, Georgia (“City”) is the Mayor and Council (“City Council”) thereof; and

WHEREAS, the City desires to codify its policy regarding the indemnification of certain officers and employees of the city pursuant to O.C.G.A. §45-9-22 et seq.; and

WHEREAS, the amendments contained herein would benefit the health, safety, morals and welfare of the citizens of the City of Camilla.

BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of Camilla, Georgia, and by the authority thereof:

Section 1. That Title 2 of the Code of Ordinances, City of Camilla, Georgia is hereby amended to read as follows:

Title 2 - GOVERNMENT AND ADMINISTRATION

Chapter 9. DEFENSE OF OFFICERS AND EMPLOYEES AND PAYMENT OF CLAIMS AND JUDGMENTS.

Section 2-9-1 - *Definitions.*

Unless the context otherwise requires, the definitions contained in this section govern the construction of this Article:

Arises after or pending on February 13, 2023 means that this Article is intended to apply to all claims and Proceedings arising after or pending on February 13, 2023, which includes suits where, (1) the city Attorney, his/her staff or his/her designee have entered an appearance of counsel of record for the employee in a proceeding, or (2) the employee requested a defense in writing and had been advised by the Council of the city attorney in writing that he/she will be provided with a defense in a particular claim and/or proceeding.

City means the city of Camilla, Georgia

Council means the City Council of Camilla, Georgia

Claim includes all claims presented against an employee prior to institution of a Proceeding.

Employee means the City Council of Camilla, Georgia, supervisors, employees, and other elected or appointed officers, officials and their appointees and employees.

"No sum" is intended to exclude payment of any sum whatsoever including but not limited to compensatory damages, punitive damages, attorney's fees and costs.

Proceeding means any matter of a civil nature in or before any court or agency of this state or of any other state or of the United States.

Sec 2-9-2 Defense of employees

(1) Whenever any claim is made or proceeding is brought against an employee either against him asserting personal liability for damages or expenses arising out of the performance of his duties or in any way connected therewith. Whether based on negligence, violation of contract rights, or violation of civil, constitutional, common law, or other statutory rights and including, professional disciplinary proceedings, whether federal, state, or local, the City shall, upon his timely written request provide for his defense unless otherwise limited by the terms of this Article.

(2) As a prerequisite to any indemnification written notice shall be provided to the City Manager within thirty (30) days of initiation of any action, suit or proceeding that might involve indemnification by the City or within thirty (30) days of the adoption of this ordinance for any pending action, suit or proceeding and any request indemnification shall be made in writing to the City Manager within thirty (30) days (at the latest) of the final disposition of the action, suit or proceeding.

(3) The City Manager shall be provided copies of pleadings and motions to dismiss or for summary judgment and supporting briefs or similar documents filed in the action suit or proceeding at the time such documents are filed.

(4) To the extent authorized by law, expenses incurred in defending any action, suit or proceeding may be paid by the City in advance of the final disposition or such action, suit or proceeding, as may be authorized in the absolute and unfettered discretion of the Council in the specific case upon the City Manager receipt of a written document signed by the person requesting the advance payment and evidencing an understanding by or on behalf of the employee to repay such account unless it shall ultimately be determined that he/she shall be indemnified by the City as herein provided. The City may, in its sole discretion assume the defense of any employee seeking indemnification pursuant to this Article and O.C.G.A. §45-9-21.

(5) Nothing contained in this Article is to be construed to be exclusive of other rights to which the person referred to herein, or their heirs, executors, administrators or representatives, may be entitled as a matter of law, and, furthermore, nothing in this Article shall be construed to create in any person any right or entitlement to indemnification.

(6) The Council shall, in their absolute and unfettered discretion, make the final determination as to any amount to be indemnified, and the City shall disburse any such amount within thirty (30) days of the Council's final determination;

Sec 2-9-3 Grounds for refusal of defense.

(1) The City shall refuse to provide for the defense of a claim or proceeding brought against any employee if it determines that:

- a. The act or omission did not arise out of and in the course of his employment;
- b. The employee acted or failed to act because of actual fraud, corruption, or actual malice on his part;
- c. Provision of a defense against the claim or proceeding would not be in the best interests of the City;
- d. The proceeding is a criminal prosecution provided, however, that a defense shall not be refused where the criminal prosecution is one for an alleged violation of the Georgia Open Records Act or

Georgia Open Meetings Act and it is determined that the charged employee, officer, or elected official has acted in good faith to comply with the subject Act and has substantially complied with all city policies relating to the subject Act, which determination shall be made by the Council.

e. The request was not timely made;

f. The claim arises out of an act or omission at a time when the employee was under the influence of drugs or intoxicants; or

g. The act or omission giving rise to the claims was in direct disobedience of an order or instructions of a superior or in contravention of established city policy.

h. The employee fails to cooperate in the defense of a claim or proceeding which arises after or pending on February 13, 2023.

(2) The determinations required by this section shall be made by the Council. For any claim or proceeding that arises after or pending on February 13, 2023, the Council may refuse, at any time, prior to or after the approval or assumption of the defense, to provide for the indemnification and/or defense of an employee if it is determined that any of the grounds for refusal set forth in this section exist.

(3) Upon approval of the defense of a claim or proceeding against an employee, the Council shall refer the matter to the city attorney for disposition. In the event two or more employees or groups of employees are involved, and the interests of one employee or group of employees conflicts with the interests of another employee or group of employees, the Council shall specify which employee or group of employees, shall be represented by the city attorney and shall authorize other employees or groups of employees to employ counsel at the expense of the City. However, the selection and compensation or such other counsel shall be subject to the prior approval by the Council.

Sec 2-9-4 Payment of judgements, compromise and settlement of claims.

(1) Where defense of a claim proceeding against an employee is provided by this Article all final judgments awarded to courts of competent jurisdiction against the employee in proceedings to which this Article applies or any amount payable under any settlement of such proceeding or of claims in accordance with this Article shall be paid by the City as hereinafter provided. All compromises of claims or proceedings governed by this Article shall be submitted to the Council for its prior approval.

(2) Notwithstanding the foregoing payment of settlements, compromises, judgments and claims shall be limited as follows for any claim or proceeding which arises after or pending on February 13, 2023.

a. No sum shall be paid on behalf of any employee who admits, in any sworn statement, administrative, judicial or other legal proceedings, to knowingly and intentionally violated state or federal law and/or the City's policies and procedures.

b. Whenever there is a final determination by a court of competent jurisdiction that the officer or employee, with respect to the act or failure to act giving rise to the subject claim, acted or failed to act because of actual fraud, corruption or actual malice, the officer or employee shall be required to reimburse the City any amounts paid in defense of the claim, and any amounts paid as a judgment, compromise, or settlement of such claim.

Sec 2-9-5 Exclusions.

There is excluded further from the operation of this article any claim or proceeding as to which insurance is provided by city, unless any insurance carrier providing such insurance has notified the City of its intention to limit coverage.

Sec 2-9-6 Construction of section.

Nothing herein contained shall be deemed to constitute a waiver of any type of immunity afforded by

law. Nothing herein contained shall be deemed to constitute the elected or appointed officials and their appointees and employees as employees of the City except for purposes of this article.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Camilla.

Section 4.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were upon their enactment believed by the Mayor and Council to be fully valid, enforceable, and constitutional,

(b) It is hereby declared to be the intention of the Mayor and Council that to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall to the greatest extent allowed by law not render invalid unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of the Code of Ordinances. City of Camilla, Georgia at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise state herein.

ADOPTED THIS 13TH DAY OF MARCH, 2023.

CITY OF CAMILLA

By: _____

Mayor, Kelvin Owens

ATTEST

Cheryl Ford
Clerk, Cheryl Ford

First Reading: February 13, 2023
Second Reading: March 13, 2023



Camilla, Georgia



BY-LAWS

City of Camilla Youth Council

Established 2022

BY-LAWS

ARTICLE I.

MISSION AND VISION STATEMENT

The mission of the City of Camilla Youth Council is to help youth build leadership skills, learn about civic responsibility, gain a better understanding and appreciation of municipal government, and prepare for a lifetime of public and community service.

Its vision is to create a visible and viable network of future leaders dedicated to making our community better.

ARTICLE II

MEMBERSHIP, ELIGIBILITY, TERM, REMOVAL OF MEMBERSHIP

The City of Camilla Youth Council shall consist of up to eight (8) students each year.

1. Eligibility

- a. Youth must be enrolled in High School or an accredited home school equivalent within the corporate city limits of Camilla, Georgia.
- b. Youth Council Members must reside within the Corporate City limits of Camilla, Georgia.
- c. Youth must commit to attending the scheduled monthly meetings of the Camilla Youth Council, with two excused absences permitted.
- d. Youth must commit to completing 10 hours of community service during the school year. This requirement may be satisfied by participation in the program service project.

2. Terms

- a. Each member is eligible and may request to serve for more than one year, depending on existing appointment criteria and his/her past service, including attendance records.
- b. All terms shall expire upon graduation from High School.

3. Decorum/social networking

Camilla Youth Council participants shall at all times conduct themselves in a manner consistent with the core values and goals of the Council.

4. Removal of Membership

- a. Each member is expected to attend all regularly scheduled and special meetings. Failure to attend a minimum of seventy-five (75) percent of all meetings and workshops of the Camilla Youth Council during the school year or at least three (3) consecutive scheduled meetings or both shall result in automatic removal from membership.
- b. The Camilla Youth Council, upon a majority vote of the membership, shall have the authority to submit a request to the Youth Advisory Board to remove any member for cause, which shall be heard at a public hearing should the member in question request such a hearing.

ARTICLE III
OFFICERS, TERMS OF OFFICE, OATH OF OFFICE, DUTIES

1. Officers

Three (3) members of the Camilla Youth Council shall be elected to serve as officers. The Camilla Youth Council shall elect from its members the following officers:

- a. Mayor
- b. Mayor Pro-Tem
- c. Secretary

2. Duties

- a. **Mayor:** Shall preside over all regular and special meetings of Camilla Youth Council and act as its official spokesperson.
- b. **Mayor Pro Tem:** Shall assume all Mayoral duties in the absence of the Mayor.
- c. **Secretary:** Shall record all exhibits, petitions, documents, or other materials presented to the Camilla Youth Council, prepare meeting minutes, and give notices of all meetings.

3. Oath of Office

- a. Each member will take an Oath of Office and be sworn in by the Mayor at the first Camilla Youth Council meeting of the school year.

4. Term of Office

- a. Officer terms will commence upon election and will conclude upon graduation from High School.

5. Youth Council Ambassador

- a. Officer terms will commence upon election and will conclude upon graduation from High School.

ARTICLE IV
MEETINGS

1. Regular Meetings

Regular Camilla Youth Council meetings shall be held at least once a month at a location, day, and time to be determined.

2. Special Meetings

Special meetings may be held at the call of the Camilla Youth Council Mayor or at other such times as Camilla Youth Council deem necessary. Special meetings shall be held within at least twenty-four (24) hour notice to each member.

3. Summer Break

The Camilla Youth Council will not be in session during the summer school break (May-September) or each school's scheduled holiday breaks.

**ARTICLE V
ORDER OF BUSINESS**

The order of business at meetings shall be:

- a. Convene
- b. Roll Call
- c. Review and approval of minutes
- d. Approval of agenda
- e. Agenda Items
- f. Other business and comments by members or staff
- g. Adjourn

**ARTICLE VI
VOTING**

All members of Camilla Youth Council shall be entitled to vote on matters before the Council. On all items before the Council, a majority vote of those present and constituting a quorum shall prevail. Two (2) votes are required to place an item on the agenda during Work Sessions.

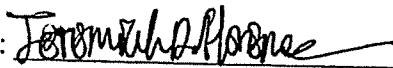
**ARTICLE VII
CONFLICTS OF INTEREST**

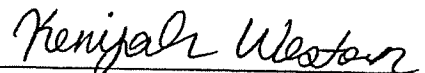
Any member of Camilla Youth Council having a personal or financial interest in the outcome of any question before the body shall disclose the nature of the interest and shall, disqualify themselves from voting on the question, and shall not be counted toward the purpose of a quorum of the matter.

**ARTICLE VIII
AMENDMENTS**

These by-laws may be amended upon a majority vote of the entire membership of Camilla Youth Council subject to the approval of the Mayor and City Council of Camilla, Georgia.

ADOPTED ON: 2/15/2023
Date

BY: 
Camilla Youth Council Mayor


Secretary



**AMATEUR ATHLETIC UNION
OF THE UNITED STATES, INC.**

P.O. Box 22409 Lake Buena Vista, FL 32830
407.934.7200
www.aausports.org



Home of the AAU

8/19/2022

To Whom It May Concern:

The Amateur Athletic Union of the U.S. Inc. has a group 501(c)3 determination letter from the Internal Revenue Service. The Group Exemption Number of the Amateur Athletic Union is 1155

As an affiliated organization, the South Georgia Tarheels is recognized as tax exempt under the Amateur Athletic Union of the U.S. Inc.'s group determination ruling through the time period ending August 31, 2023.

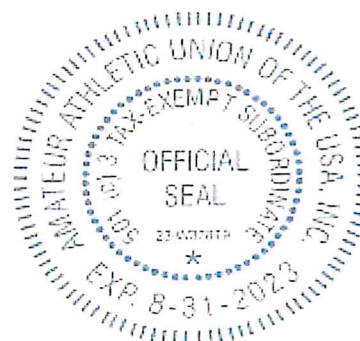
Subordinate Information:

South Georgia Tarheels
88-3496465
C/o Lendarious Williams
6838 Victoria Drive
Morrow, GA 30260

**NOT VALID WITHOUT
OFFICIAL SEAL PRINTED HERE**

Sincerely,

Jennings "Rusty" Buchanan
President & CEO



Note: The following is a portion of this club's Articles of Organization, and as such these activities are prohibited:

The organization shall not conduct directly or indirectly any gaming. The term gaming includes: Bingo, Beano, lotteries, pull-tabs, pari-mutuel betting, Calcutta wagering, pickle jars, punch boards, tip boards, tip jars, certain video games, casino games, sports betting, etc.

Jennings "Rusty" Buchanan
President & CEO
rusty@aausports.org

Joe Gura
1st Vice President
jgura@aausports.org

Cynthia Trombly-Martin
National Secretary
cindi@aausports.org

Jo Mirza
National Treasurer
jbmirza@aausports.org



212 East Broad Street, Camilla, Georgia 31730, 229-336-2220

RENTAL APPLICATION

Event Date: _____ Application Date: _____

Type of Event: _____

Responsible Party: _____

Address: _____ City, State, Zip: _____

_____ Day Phone: _____

Evening Phone: _____

Fax: _____ Email Address: _____

Contact Person (One Name ONLY and will be the contact person on the day of the event): _____

_____ Cell Number: _____

EVENT SCHEDULING:

Set-Up Time: _____ (Building to be opened)

Contracting Party Members are not issued a key. Please coordinate the opening and closing of the building with Depot Staff Members.

Time Event is to begin: _____ Time Event is to end: _____

Departure Time: _____

Please keep in mind that additional hours or portions thereof, beyond the designated departure time is billed at \$50.00 per hour and deducted from security deposit. All items and persons must be out of the Depot by _____.

Will alcoholic be served? ☐ Yes ☐ No

Will you have musicians? ☐ Yes ☐ No

Indicate desired Rental Area ☐ Banquet Room and Platform ☐ Board Room

☐ Security Deposit \$ 350.00 (Due at Application Submittal)

☐ Rental Amount \$ _____ (Due no less that 48 hours prior to event)

Total Due \$ _____

I have read the above contract and attached information regarding rental policies, procedures and guidelines, and agree to abide by all policies and regulations stipulated by the City of Camilla.

Signature: _____ Date: _____

INTERNAL USE ONLY

Application/Security Deposit Received _____/_____/_____

Rental Fee Received _____/_____/_____

Deposit Refunded _____/_____/_____

Payment Method _____ Received by: _____

Payment Method _____ Received by: _____

Check Number _____

RENTAL CHARGES

BANQUET ROOM & PLATFORM

The Banquet Room will accommodate a maximum of 400 people for a stand-up function, 300 people for theatre style seating, and 180 people (comfortably) for a seated dinner or conference. The room is air conditioned for comfort and includes a warming kitchen and adequate restroom facilities. The facility is handicapped accessible. Rental of the facility includes the use of tables and chairs; however, set-up is the responsibility of the contracting party. Linens, drinking glasses, napkins, plates, utensils, towels and other such items are not included and must be supplied by the contracting party. (Please read the Policies and Procedures included in the booklet for further information and guidelines.)

The Platform will accommodate an additional 200 for a stand-up function and 120 people for a seated dinner. The Platform is lighted and ceiling fans have been installed. This is an outdoor facility and is subject to the elements of weather and nature. The Platform is pressure washed twice annually. The clean-up of any wind blown debris, standing water, bird droppings, etc., will be the responsibility of the contracting party. (Please read the Policies and Procedures included in the booklet for further information and guidelines.)

Security/Damage Deposit on ALL rentals \$350.00

The Security/Damage Deposit is due when the application is submitted in order to hold the designated date. The deposit is fully refundable in fifteen (15) days if the area is left in an orderly manner immediately following the event. The deposit is fully refundable if cancellation is made at least ninety (90) days prior to the event and non-refundable if notice is given less than ninety (90) days. All Payments must be made at the City of Camilla City Hall Monday-Friday 8:00 A.M. - 4:00 P.M. (30 East Broad Street Camilla, Ga 31730).

STANDARD RATE

WEEKEND EVENTS

1 DAY – Friday, Saturday, <u>or</u> Sunday (less than 100 in attendance)	\$550.00
1 DAY – Friday, Saturday, <u>or</u> Sunday (100 or more in attendance)	\$650.00
3 DAYS – Friday, Saturday, <u>and</u> Sunday (less than 100 in attendance)	\$850.00
3 DAYS – Friday, Saturday, <u>and</u> Sunday (100 or more in attendance)	\$950.00

WEEKNIGHT EVENTS

1 NIGHT - Monday through Thursday, after 5:30 p.m.	\$400.00
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WEEKDAY BUSINESS HOURS

8:30 a.m. until 5:00 p.m.	\$325.00
Camilla Chamber Members	\$210.00

NON-PROFIT ORGANIZATIONS RATE

WEEKEND EVENTS

1 DAY – Friday, Saturday, or Sunday	\$500.00
3 DAY – Friday, Saturday, and Sunday	\$800.00

WEEKNIGHT EVENTS

1 NIGHT – Monday through Thursday	\$300.00
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BOARD ROOM

The Board Room will accommodate 40 people for a seated dinner/conference. Access to the kitchen and restrooms are available. The room is available only during business hours, 8:30 until 5:00 p.m., Monday through Friday.

Weekday Business Hours 8:30 a.m. until 5:00 p.m.	\$110.00
Weekday Business Hours (Chamber Members, one meeting monthly)	N/C

CONTRACTING PARTY'S INITIALS _____

**CITY OF CAMILLA, GEORGIA
RESOLUTION NO. 2023-03-13-2**

A RESOLUTION BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CAMILLA, GEORGIA (“CITY”) TO OFFICIALLY NAME THE CITY’S NEWLY PURCHASED RESTAURANT "SCORES SPORTS BAR AND LOUNGE" AND DESIGNATE A LOGO; AND FOR OTHER PURPOSES.

WHEREAS, Pursuant to Sec. 1.13. of the City of Camilla City Charter, the City is authorized to acquire, any real, personal, or mixed property in fee simple inside or outside the property limits of the City; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof; and

WHEREAS, the City Council is vested with all powers of government of this City; and

WHEREAS, the City desired to purchase real property located at 69 Broad St W Camilla, Georgia 31730 (the “Blue Anchor Restaurant”) to be an economic growth driver in downtown Camilla; and

WHEREAS, the City Council intends for the Blue Anchor Restaurant to be a magnet in the region for quality of life; and

WHEREAS, on January 3, 2023 the City Council voted to authorize the Mayor to execute a commercial property sales agreement for the purchase of the Blue Anchor Restaurant (the “Agreement”) in an amount not to exceed Two Hundred Thirty-Nine Thousand Dollars and Zero Cents (\$239,000.00); and

WHEREAS, on January 5, 2023 the Mayor executed said Agreement; and

WHEREAS, on January 12, 2023 the City Council voted to amend the Agreement to increase the purchase price to an amount not to exceed Two Hundred Forty-Nine Thousand Dollars and Zero Cents (\$249,000); and

WHEREAS, the Mayor of the City executed the first amendment to the Agreement ("First Amendment"); and

WHEREAS, upon execution of the First Amendment and completion of all real estate closing activities the City acquired ownership of the Blue Anchor Restaurant; and

WHEREAS, City desires to officially adopt a new name and logo for the Blue Anchor Restaurant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMILLA that the Camilla City Council hereby designates City owned property located at 69 Broad St W Camilla, Georgia 31730 to be known now and hereafter as SCORES SPORTS BAR AND LOUNGE.


BE IT FURTHER RESOLVED, that the Camilla City Council hereby designates the logo attached hereto as Exhibit A and incorporated by reference herein as the official logo of SCORES SPORTS BAR AND LOUNGE.

BE IT FINALLY RESOLVED, that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

SO RESOLVED, this 13TH day of MARCH, 2023

[SIGNATURES ON FOLLOW PAGES]

CITY OF CAMILLA, GEORGIA



Mayor

ATTEST:



City Clerk



EXHIBIT A

CAMILLA, GA

EST. 2023

SCORES

SPORTS BAR & LOUNGE



Southeastern Power Administration Georgia-Alabama-South Carolina System
Renewable Energy Certificate

(REC) Distribution Form

Instructions: Please email completed form to: sepabilling@sepa.doe.gov with subject line: "GA-AL-SC RECs".

1. Type of Submission: (Please mark applicable box below)



Initial Distribution Information

OR



Update to Initial Distribution Information

2. Date of Submission: 03/15/2023

(MM/DD/YYYY)

3. Preference Customer Name: City of Camilla

4. Preference Customer REC Point of Contact Name: Kelvin Owens

Email: kelvin.owens@cityofcamilla.com

Phone: 2293362220

(enter numbers only - no dashes or parentheses)

5. M-RETS Account for REC Distribution: (Please mark applicable box and enter only one account number)



Customer Account Number: _____

OR



Agent's Account Number: 5C3C9800-54EF

Designated Agent Company Name: MEAG Power

Designated Agent Contact Name: Roger Brand

Designated Agent Contact Email: rbrand@meagpower.org

Phone: (770) 563-0568

(enter numbers only - no dashes or parentheses)

6. Comments:

Authorized at City of Camilla Council meeting on March 13, 2023.



(Clear Form)

Questions? Email sepabilling@sepa.doe.gov or call Douglas Spencer: (706) 213-3855

* Please email completed form to: sepabilling@sepa.doe.gov with subject line: "GA-AL-SC RECs" **

Formulytics LLC

PO Box 681823
Marietta, GA 30068
(404) 495-7816
scott.campbell@formulytics.com
EIN: 26-2874763

Formulytics**INVOICE**

BILL TO
Camilla Police Department

INVOICE 338
DATE 02/28/2023
TERMS Net 30
DUE DATE 03/30/2023

ACTIVITY	QTY	RATE	AMOUNT
Formulytics Software Fee South Georgia Judicial Circuit Implementation -	1	240,000.00	240,000.00

Implementation & training of the Formulytics Investigative and Intelligence Platform for the South Georgia Judicial Circuit - includes twelve months of access to the software, software updates, hosting, and customer support from the date of implementation. The following agencies are included in the implementation:

- Camilla PD
 - Mitchell County Sheriff's Office
 - Pelham PD
 - Sale City Police Department
- Decatur County SO
 - Bainbridge Public Safety
 - Decatur County School Resource
 - Attapulgus PD
 - DA's Office
- Grady County SO
 - Cairo PD
 - Grady County School Resource
 - Whigham PD
- Baker County SO
 - Newton PD
 - Baker County School Resource
- Calhoun County SO
 - Arlington PD
 - Leary PD
 - Edison PD

Beginning in year two, 12 months following the date of implementation, an annual renewal fee of \$20,000 (20% of \$100,000) will be due to cover access to the software, software updates, hosting, and customer support for the agencies listed above.

Discount Multi-agency & County Discount	1	-140,000.00	-140,000.00
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To pay by check, please remit payment to:

BALANCE DUE

\$100,000.00

Formulytics LLC
PO Box 681823
Marietta, GA 30068



**FISCAL YEAR 2022
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

City of Camilla

GRANT NO: 65

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2022 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$100,000.00 to City of Camilla, as Subrecipient, in accordance with the Fiscal Year 2022 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on 03-17-2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through _____. No modifications to the Budget can be made after the termination date, _____ or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY22 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY22 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number 65, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
- Exhibit H DHS/FEMA Fiscal Year 2022 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.cfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2022 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

J. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY22 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fhrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2022 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2022 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2022 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.

- F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any

portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY22 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational->

[bulletins.](#)

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2022 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY22 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2022 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use

small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY22 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☒ IS-700 (NIMS) An Introduction
- ☒ ICS-100: Introduction to the Incident Command System

RECOMMENDED:

- ☒ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☒ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☒ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☒ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☒ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☒ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☒ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☒ IS-800 National Response Framework, An Introduction
 - ☒ ICS-200 ICS for Single Resources and Initial Action Incidents
 - ☒ ICS-300 Intermediate ICS for Expanding Incidents
 - ☒ ICS-400 Advanced ICS for Command and General Staff
 - ☒ IS-701 NIMS Multiagency Coordination Systems (MACS)
 - ☒ IS-702 NIMS Public Information Systems
 - ☒ IS-703 NIMS Resource Management
- ☒ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☒ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☒ Incorporate corrective actions into preparedness
- ☒ Inventory community response assets to conform
- ☒ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☒ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Camilla Police Department

Agency

[Signature]
Authorized Signature

03-17-2023

Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Camilla Police Department
80 West Broad Street
Camilla, Georgia 31730

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT <u>City of Camilla</u>	PR/AWARD NUMBER AND / OR PROJECT NAME <u>Formulatics</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>KELVIN OWENS</u> <u>MAYOR</u>	
SIGNATURE <u>[Signature]</u>	DATE <u>03-30-2023</u>

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and City of Camilla have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY


SUBRECIPIENT

Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

_____/_____/_____
Date of Signature



Signature, Authorizing or Highest Official

KELVIN OWENS, Mayor

Printed Name and Title of Signatory

03 / 30 / 2023

Date of Signature

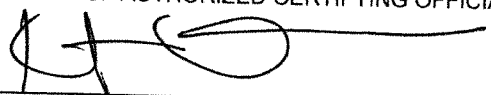
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Agency FEID (XX-XXXXXXX)

N3JDNFVN58PG

Agency UEI Number (XXXXXXXXXX)

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE MAYOR
APPLICANT ORGANIZATION CITY OF CAMILLA	DATE SUBMITTED March 17, 2023

CITY OF CAMILLA, GEORGIA

ORDINANCE NO. 2023-04-10-2

AN ORDINANCE TO AMEND CHAPTERS 1 (GENERAL OFFENSES) OF TITLE 11 (OFFENSES) OF THE CITY OF CAMILLA CODE OF ORDINANCES TO PROVIDE A PENALTY OF POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA; TO ENCOURAGE LAW ENFORCEMENT OFFICERS TO ISSUE CITATIONS FOR SUCH OFFENSE IN LIEU OF EFFECTUATING ARREST; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Camilla, Georgia (the “City”) is a municipal corporation created under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the Mayor and City Council finds that enforcement of the State law offense prohibiting possession of less than one ounce of marijuana or less has been inequitable and has fallen disproportionately on certain subsets of the population; and

WHEREAS, arrest and/or conviction for the State law offense of possession of less than one ounce of marijuana presents employment obstacles which marginalize swaths of the population; and

WHEREAS, O.C.G.A. § 36-32-6 grants municipal courts concurrent jurisdiction to try to dispose of cases wherein a person is charged with possession of one ounce or less of marijuana when such conduct occurs inside a municipality; and

WHEREAS, in 2008 the City adopted a Possession of Drug Related Objects Prohibited Ordinance that was codified under Section 11-1-21 (Possession of Drug Related Objects Prohibited), Chapter 1 (General Offenses), and Title 11 (Offenses) in Part II of the City of Camilla Code of Ordinances (the “Code”); and

WHEREAS, this Possession of Drug Related Objects Prohibited Ordinance does not include specific punishment prescribed for its violation which prohibits the possession of marijuana less than an ounce; and

WHEREAS, after due consideration, the duly elected governing authority desires to amend the Possession of Drug Related Objects Prohibited Ordinance to facilitate equity in the administration of criminal justice; and

WHEREAS, the City Council finds that it is necessary to amend Section 11-1-21 for the interest of maintaining the public safety and general welfare of citizens of the City and its visitors.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CAMILLA, GEORGIA and by the authority thereof:

Section 1. The Code of Ordinances, City of Camilla, Georgia is hereby amended by revising Chapters 1 (General Offenses), and Title 11 (Offenses) in Part II (Code of Ordinances), the following section to be read and codified as follows with added text in **bold** and deleted text in red ~~strikethrough~~ font:

Sec. 11-1-21. - Possession of drug related objects prohibited.

(a) It shall be unlawful for any person to use, or possess with the intent to use, any object or materials of any kind for the purpose of planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting,

ingesting, inhaling, or otherwise introducing, into the human body marijuana or a controlled substance within the corporate limits of the City of Camilla.

(b) Any person found guilty of violating the possession of less than an ounce of marijuana shall be punished by a fine of \$35.00 (thirty five dollars). Where the court finds that a defendant is without the financial means to pay a fine, the court may direct the defendant to perform community service commensurate with the fine that would otherwise be imposed. The finding of a violation under Section 11-1-21(b) shall be a civil infraction, and shall not constitute a criminal infraction or offense for any purpose.

(c) No person adjudicated in connection with an offense under Section 11-1-21(b) shall be arrested or subject to any form of imprisonment or confinement for any term or period of time.

(d) Any person convicted with a violation under Section 11-1-21(b) shall be entitled, upon request, to have the case against him transferred to the State Court of Mitchell County, to be prosecuted and tried as a misdemeanor in that court.

(e) For the purposes of this section, the term "marijuana" means all parts of the plant of the genus cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of such plant, and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, and shall not include the mature stalks of such plant, fiber produced from such stalks, oil, or cake, or the completely sterilized samples of seeds of the plant which are incapable of germination.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of the conflict only.

Section 6. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

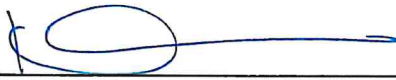
Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Camilla.

Section 8. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Camilla, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED this 10th day of APRIL, 2023.

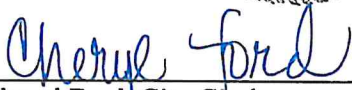


CITY OF CAMILLA, GEORGIA




Kelvin Owens, Mayor

ATTEST:



Cheryl Ford, City Clerk

APPROVED AS TO FORM:



Alicia Thompson, City Attorney

1st reading: March 13, 2023
2nd reading: April 10, 2023

BID TAB			Prepared For: <u>CITY OF CAMILLA</u>							
Time: <u>1:30 P.M.</u> Date: <u>02 March 2023</u>			By: <u>York & Associates Engineering, Inc.</u>							
Place: <u>City of Camilla, Georgia - City Hall</u>			Contractor		Green's Backhoe, Inc.		Oxford Construction Company		Reeves	
Title of Job: ASPHALT LEVELING AND RESURFACING CITY STREETS IN CAMILLA, GA LMIG PROJECT #2023-001			Bid Bond		Great Midwest Insurance Company		Travelers Casualty and Surety Company of America		Liberty Mutual Insurance Company	
Item #.	Pay Item #	Description	Units	Est No. Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	150-1000	Traffic Control	LS	1	54,500.00	54,500.00	25,000.00	25,000.00	28,275.00	28,275.00
2	402-1802	Recycled Asphalt Concrete Patching, Including Bituminous Material and H Lime	TON	20	395.00	7,900.00	500.00	10,000.00	350.00	7,000.00
3	402-1812	Recycled Asphalt Concrete Leveling, Including Bituminous Material and H Lime	TON	256	195.00	49,920.00	170.00	43,520.00	185.00	47,360.00
4	402-3113	Recycled Asphaltic Concrete 12.5mm, Superpave, Type I, GP 1 or 2, Including Bituminous Material and H Lime	TON	768	215.00	165,120.00	155.00	119,040.00	158.00	121,344.00
5	413-0750	Tack Coat	GAL	745	15.00	11,175.00	12.50	9,312.50	5.00	3,725.00
6	653-2502	Double yellow solid center line - 5" wide each	LF	1050	9.00	9,450.00	3.50	3,675.00	3.50	3,675.00
7	611-8050	Adjust Sanitary Sewer Manhole/Drop Inlet to grade, complete	EA	6	1,500.00	9,000.00	1,750.00	10,500.00	1,750.00	10,500.00
8	611-8140	Adjust water/gas valve box to grade, complete	EA	6	950.00	5,700.00	1,150.00	6,900.00	1,500.00	9,000.00
9	652-5701	24" White Stop Bar	LF	54	40.00	2,160.00	20.00	1,080.00	20.00	1,080.00
TOTAL BID COMPLETE CONTRACT =						314,925.00		229,027.50		231,959.00

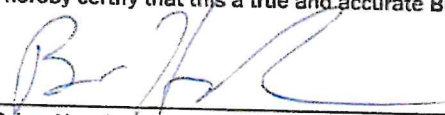
BID TABULATION FOR ALL BIDS
 RECEIVED AT CAMILLA CITY HALL
 ON TUESDAY, MARCH 6, 2023 AT 10:00AM

PROJECT: PUMPING SYSTEM IMPROVEMENTS
 STILL WATERS PROJECT NO.: C0113.015
 GEFA PROJECT NO.: CWDRA 2020007



Pumping System Improvements				Doyle Hancock & Sons Construction, Inc. 4182 GA HWY 33S Doerun, GA 31744		RPI Underground, Inc. 119 Blanchard Street Vadloda, GA 31601	
Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Trailer Mounted Vacuum Priming Centrifugal Pump (Enclosed)	2	LS	\$ 63,730.00	\$127,460.00	\$ 72,700.00	\$145,400.00
2	Trailer Mounted Vacuum Priming Centrifugal Pump (Open)	1	LS	\$ 56,964.00	\$56,964.00	\$ 65,000.00	\$65,000.00
3	6" Suction Hose	80	LF	\$ 36.00	\$2,880.00	\$ 162.00	\$12,960.00
4	6" Discharge Hose	400	LF	\$ 14.30	\$5,720.00	\$ 130.00	\$52,000.00
5	Contingency Allowance	1	LS	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00
Pumping System Improvements Total Base Bid					\$198,024.00		\$280,360.00

I hereby certify that this is a true and accurate Bid Tabulation of bids received on March 6, 2023.


 Brian Henderson, P.E. #30817

NOTICE OF AWARD

Date of
Issuance:

Owner:	City of Camilla, GA	Owner's Contract No.:	N/A
Engineer:	Still Waters Engineering	Engineer's Project No.:	C0113.015
Project:	Pumping System Improvements	Contract Name:	N/A
Bidder:	Doyle Hancock & Sons Construction Company, Inc.		
Bidder's Address:	4182 GA Hwy 33 South Doerun, GA 31744		

TO BIDDER:

You are notified that Owner has accepted your Bid date March 6, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Pumping System Improvements.

The Contract Price of the awarded Contract is: \$198,024.00.

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Camilla, GA

Authorized Signature

By: 

Title: City Manager

Copy: Engineer

EJCDC® C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CEMETERY SPACES SOLD-REPORT-OAKVIEW CEMETERY

11/28/2022-03/08/2023

OWNER	BURIAL	SECTION	SIZE	COST
Stephanie Johnson	Bobby Williams	Red Oak	5' x 10'	\$175.00
Willie Riggins	Jerry Riggins	Laurel Oak	5' x 10'	\$175.00
Teresa Jackson	Jason Jackson	Live Oak	5' x 10'	\$175.00
Yolanda Franklin	Furey Franklin	Laurel Oak	5' x 10'	\$175.00
Lure Jenkins	Benjamin Jenkins	Laurel Oak	5' x 10'	\$175.00
Carl & Annie Thomas	Andrew Reese	Live Oak	5' x 10'	\$175.00
Donna Hampton	Patrick Hampton	Red Oak	5' x 10'	\$175.00
Gwendolyn Minatee	Timothy Minatee	Laurel Oak	5' x 10'	\$175.00
Derrick Williams	Kendarius Graham	Laurel Oak	5' x 10'	\$175.00
Kayla Williams	Terry Banks	Laurel Oak	5' x 10'	\$175.00
Rebecca Clayton	Linder Jones	Post Oak	5' x 10'	\$175.00
Jennifer Smith	Da'Quavin Wimberly	Water Oak	5' x 10'	\$175.00
Joe Murray	Mary Jo Murray	Georgia Oak	5' X 10'	\$25.00

TOTAL SPACES SOLD-12 \$2100.00

BURIAL FEE-1 \$25.00

TOTAL \$2125.00