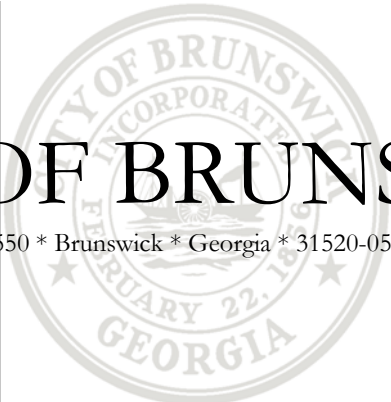




CITY OF BRUNSWICK

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

Cosby H. Johnson, Mayor
Lance Sabbe, Mayor Pro Tem
Kendra L. Rolle, Commissioner
Felicia M. Harris, Commissioner
Gwen Atkinson-Williams, Ed.D., Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION
CITY COMMISSION WORK SESSION
WEDNESDAY, SEPTEMBER 16, 2026 AT 5:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR**

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

CALL TO ORDER

1. Rosales Financial Group, Josue Rosales to Provide Presentation Regarding Operational Risk Assessment.

AGENDA

**BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, SEPTEMBER 16, 2026 AT 6:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR**

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption of September 16, 2026 Regular Scheduled Meeting Agenda.

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

2. Proclamation Presentation to Eduardo Delgado, Recognizing September 15, 2026 – October 15, 2026 as Hispanic Heritage Month. **(Encl. 1)**

DEPARTMENTAL UPDATE(S)

- 1) Recreation (*V. Booker*)

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) - (*T. Baggs*)

3.

New Alcohol License(s)			
Name of Business	Business Owner(s)/Manager	Business Address	Permit Type
Market BQK , LLC	Owner: Zach Siler	1312 Newcastle St. Unit 100	Retail Package Beer and Wine, Sunday Sales, and Delivery. Not for Consumption on Premises of a Retail Store.
Piedmont BQK, LLC	Owner: Zach Siler	1311 Richmond St.	Liquor, Beer, and Wine, Off-Premises Caterer, and Sunday Sales. For Consumption on Premises of a Restaurant.

APPEAL – NEW ALCOHOL BEVERAGE LICENSE

4. Cork & Barrel, Located at 4501 Altama Avenue. (*T. Bragg*)

ITEM(S) TO CONSIDER FOR APPROVAL

5. Consider Approval of September 2, 2026 Work Session and Regular Scheduled Meeting Minutes. (*subject to any necessary charges.*) (*N. Atkinson*) **(Encl. 2)**
6. Consider Approval to Authorize the Submission of the CDBG-DR Grant and Approve the Partnership with Glynn County to Complete Construction of College Park Drainage Improvements – Phases III & IV. (*M. Hardin*) **(Encl. 3)**
7. Consider Approval Authorizing Resolution for the GDOT/FTA 5307 FY 28 Transit Funding Application. (*J. Hunter*) **(Encl. 4)**
8. Consider Approval of Memorandum of Understanding with Georgia Department of Transportation High Intensity Drug Trafficking Area – (GDOT HIDTA). (*A. Smith*) **(Encl. 5)**

EXECUTIVE SESSION

Mayor and City Council of
Brunswick, Georgia

Proclamation

WHEREAS, on September 17, 1967, President Lyndon B. Johnson signed into law the National Hispanic Heritage Week Bill, which authorized the President to designate the week of September 15 as “National Hispanic Heritage Week,” which was first observed in 1968; and

WHEREAS, in 1988, President Ronald W. Reagan signed into law the creation of National Hispanic Heritage Month. U.S. Rep. Esteban Torres, a proponent of the bill, noted that supporters “want the American people to learn of our heritage. We want the public to know that we share a legacy with the rest of the country, a legacy that includes artists, writers, Olympic champions, and leaders in business, government, cinema, and science.”; and

WHEREAS, the more than 1 million Latino Americans who consider Georgia as their home are essential to our state’s vibrant culture and economic success, giving their time and talents to the betterment of the quality of lives of their communities, true equity for said communities.

NOW, THEREFORE, I, Cosby H. Johnson, as Mayor of the City of Brunswick, along with my fellow Commissioners, do hereby recognize the month of September, 2026 as:

“HISPANIC HERITAGE MONTH”

in the City of Brunswick as we celebrate the accomplishments and contributions of our Hispanic citizens.

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

Cosby H. Johnson, Mayor

Attest: _____
Naomi D. Atkinson, City Clerk

Date: September 16, 2026

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
WORK SESSION
WEDNESDAY, SEPTEMBER 2, 2026
AT 4:30 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
&
STREAMED LIVE AT THE BELOW WEB ADDRESS:
<https://www.facebook.com/citybwkga>**

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Lance Sabbe, Commissioner Felicia Harris, *(via zoom)*, and Commissioner Gwen Atkinson-Williams

ABSENT: Commissioner Kendra Rolle

CALL TO ORDER – Mayor Pro Tem Sabbe ~ *meeting began at 4:35 p.m.*

1. City Engineer/Public Works Director Alberson to Provide an Overview of Agenda Items Twelve (12) through Nineteen (19) on September 2, 2026 Regular Scheduled Meeting Consent Agenda. *(G. Alberson)*

Following questions/responses:

The Commission thanked City Engineer/Public Works Director Alberson for the overview of the Consent agenda items.

2. Mauldin and Jenkins, LLC to Provide Presentation of the 2025 Audit. *(R. McDuffie)*

Following questions/responses:

The Commission thanked Kirk Arich, Partner with Maulding and Jenkins LLC.

Commissioner Atkinson-Williams moved to adjourn; seconded by Mayor Johnson. Motion passed unanimously.

WORK SESSION ADJOURNED – *meeting adjourned at 5:37 p.m.*

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

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

**OFFICIAL MINUTES
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, SEPTEMBER 2, 2026 AT 6:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR**

**&
STREAMED LIVE AT THE BELOW WEB ADDRESS:
<https://www.facebook.com/citybwkga>**

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Lance Sabbe, Commissioner Commissioner Felicia Harris, *(via zoom)*, Commissioner Kendra Rolle and Commissioner Gwen Atkinson-Williams

CALL TO ORDER: Mayor Johnson - *meeting began at 6:01 p.m.*

INVOCATION: Pastor Demetri Sims, Salem St. John Baptist Church

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

**

ADDENDUM(S) TO AGENDA

Commissioner Atkinson-Williams moved to remove agenda item number 14 and 15 under consent agenda and place same under items to consider for approval; seconded by Commissioner Rolle. Motion passed unanimously.

**

Commissioner Sabbe moved to defer update from Human Resources Department; seconded by Mayor Johnson. Motion passed unanimously.

**

APPROVAL OF AGENDA

1. Adoption of September 2, 2026 Regular Scheduled Meeting Agenda.

Mayor Pro Tem Sabbe made a motion to approve the adoption of the above-referenced agenda with the aforementioned addendums; seconded by Commissioner Rolle. Motion passed unanimously.

PUBLIC COMMENT

- I. Calvin Kenny – addressed the commission regarding American constitutional patriotisms vs. fusionism; stating flock cameras were against the law.
- II. Cassandra Passmore – addressed the commission regarding her April 1, 2026 incident denial claim.

POINT OF PRIVILEGE

Commissioner Rolle asked Attorney Corry to elaborate on Ms. Passmore public comment.

- III. Casey McClary – updated the commission regarding the Superfund Center Grant in Brunswick and upcoming meetings.

DEPARTMENTAL UPDATE(S)

- 1) Human Resources Department (*J. Bergquist*) – *(this item was deferred)*.
- 2) Downtown Development Authority “Downtown of the Year Award”. (*M. Hill*)
Downtown Development Director Hill announced that the City received Downtown of the year Award at the Georgia Downtown Association Conference.

**

Former Commissioner Julie Martin/Member of Downtown Development Authority and a Founder of Signature Squares asked the Commission to consider designating \$300,000.00 of

SPLOST 2026 funds to Signature Squares in turn Signature Squares will commit to matching with \$300,000.00 for the renovation of the remaining unfinished city squares.

**

POINT OF PRIVILEGE

Mayor Johnson acknowledged Chairman of County Commissioner Wayne McNeal in audience.

**

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) - (T. Baggs)

2.

New Alcohol License(s)			
Name of Business	Business Owner(s)/Manager	Business Address	Permit Type
Sea Cow LLC	Owners: Harry Foster, Connor Rankin and Joshua Nichols	2304 Glynn Ave.	Not for Consumption on Premises, Retail Package Beer and Wine

Mayor Johnson opened the floor to anyone wanting to speak in favor or opposition of the above-referenced new alcohol license.

The following individual(s) addressed the commission

- 1) Anita Collins stated the NPA the business should have met with was the Urbana Park NPA.
- 2) Cassandra Passmore addressed the commission about her claim that she addressed during public comment.

Mayor Pro Tem Sabbe moved to approve the above-referenced new alcohol license; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

APPEAL HEARING – ALCOHOL BEVERAGE LICENSE

3. In and Out Mini Mart, Located at 1603 “L” Street. (T. Baggs)

Attorney Jeffrey Lutz represented owners of In and Out Mini Mart. He provided a transcript of April 15, 2026 hearing regarding the denial of the alcohol beverage license, he stated the denial letter was incorrect. He stated the denial should be reversed due to the evidence he provided.

Attorney Lutz stated he would have asked the commission the following questions if permitted to cross examine the commission:

- Applicant was asked “the building to the right, there is a space and there is a building to the right – are you purchasing that piece of property?
Attorney stated - Do you recall that exchange – the exchange exists in the transcript and video.
- Commissioner asked applicant – “Are you going to buy the Oak tree?” – referring to Oak tree on the adjacent lot- and the commission asked what are the plans for your expansion?
Applicant responded that he plans to make the building bigger and a gas station. Attorney stated - Do you recall that – the records reflect those questions being answered.
- Another Commissioner asked – oh you going to make them a gas station.
- Another Commissioner mentioned the tree again – multiple times the tree was referenced in the actual hearing – Attorney Lutz stated.

**

Attorney Lutz stated the following – Ordinance 1079 Section 3-6 titled – Consideration for Issuance of license does not have in that section the purchase of an adjacent lot listed as a factor of consideration... 3-6 also does not include the existence of a tree on a neighboring property as a factor for consideration by the commissioner.

3-6 also does not include any of the applicant future plans for development at a different address.

He stated there was no questions at the 4/15/26 hearing regarding applicants character, or prior violations.

Attorney Lutz reiterated wording on transcript he submitted.

It was the consensus of the commission to make a decision regarding the above-referenced appeal

after reconvening from executive session.

PUBLIC HEARING(S)-LAND USE

4. Rezoning Petition No. 26-01; from Representative Phillip Jackson with Jackson Surveying Inc.; Petitioning to Rezone 1500 “T” Street from General Industrial to General Commercial (GC).

(J. Hunter)

Planning, Development and Codes Director John Hunter gave an overview of the above-referenced petition; stating staff and the Planning and Appeals Commission recommend approval of the above-referenced petition.

Mayor Johnson opened the floor to anyone wanting to speak in favor or opposition of the above-referenced rezoning petition.

No one came forth to address the commission.

Mayor Pro Tem Sabbe made a motion to approve the above-referenced rezoning petition; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

5. Rezoning Petition No. 26-02; from Representative Glorietta James, Petitioning to Rezone 1208 London Street from Office Commercial (OC) to Neighborhood Commercial (NC). *(J. Hunter)*

Planning, Development and Codes Director John Hunter gave an overview of the above-referenced petition; he stated staff recommend approval of the rezoning petition with the following conditions: **1)** All exterior lighting shall be full cutoff type fixtures. **2)** Business hours shall be limited to 7 A.M. to 8 P.M. (0700-2000). **3)** Property shall comply with Zoning Ordinance Sec. 23-3-21 – Buffer Requirements prior to receiving a Certificate of Occupancy (C.O.) or Business License. **4)** Dumpsters shall be screened from view from the adjacent residential properties and public right-of-ways. **5)** Deliveries shall occur during business hours. **6)** Trash, recycling, or other waste pickups shall occur during business hours and the Planning and Appeals Commission recommended denial.

Mayor Johnson opened the floor to anyone wanting to speak in favor or opposition of the above-referenced rezoning petition.

The following individual(s) addressed the commission

- 1) Karen Polite

In favor of the rezoning petition

Mayor Pro Tem Sabbe made a motion to defer the above referenced petition until October 7, 2026 commission meeting; seconded by Mayor Johnson. Motion passed unanimously.

6. Conditional Use Petition No. 26-01; from Representative Glorietta James, Petitioning to Obtain a Conditional Use Permit to Operate a Convenience Store *(No Fuel Pumps)* at 1208 London Street.

(J. Hunter)

Mayor Pro Tem Sabbe made a motion to defer the above-referenced petition until October 7, 2026 commission meeting; seconded by Mayor Johnson. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

7. Consider Approval of August 19, 2026 Work Session and Regular Scheduled Meeting Minutes. *(subject to any necessary charges.) (N. Atkinson)*

Commissioner Atkinson-Williams moved to approve the above-referenced minutes; seconded by Commissioner Rolle. Motion passed unanimously

8. Consider Approval to Purchase New Carpet at Ritz Theatre’s Lobby, Stairs to Balcony, Back Stage Stairs and Small office. *(H. Heath)*

Commissioner Atkinson-Williams moved to approve the above-referenced purchase; seconded by Mayor Pro Tem Sabbe. Motion passed unanimously.

9. Consider Approval of Red Speed-School Zone Speed Detection Cameras. *(A. Smith)*

Commissioner Atkinson-Williams moved to approve the partnership and terms of service with Red Speed; seconded by Mayor Pro Tem Sabbe. Motion passed unanimously.

**

POINT OF PRIVILEGE

Mayor Johnson asked Police Chief Smith to confirm if the city is using Flock cameras. Police Chief Smith stated the City is currently not utilizing Flock cameras, the City utilize Axon Fusus and the Police Department have established policies for utilizing same.

**

10. Consider Approval to Purchase Four (4) CISCO Network Switches for City Hall with SPLOST 22 Funds. *(W. Bilancio)*
Mayor Pro Tem Sabbe moved to approve SPLOST 22 purchase of four (4) CISCO Network Switches for City Hall; seconded by Commissioner Rolle. Motion passed unanimously.
11. Consider Approval of Financial Report as of June 30, 2026. *(R. McDuffie)*
Mayor Pro Tem Sabbe made a motion to approve the above-referenced financial reports; seconded by Commissioner Rolle. Motion passed by a vote of 3 to 1 with Commissioner Atkinson-Williams opposing.
14. Consider Approval of a Contract with Molina's Landscaping, LLC in the Amount of \$46,410.00 for Landscape Maintenance Services at Multiple City Office Buildings and Squares in the Downtown Area. *(G. Alberson)*
Commissioner Atkinson-Williams moved to approve the above-referenced contract with a spending cap of \$50,000.00, any expenditure exceeding \$50,000.00 must be brought back before the commission for review and approval prior to any additional funds being committed or expended; seconded by Commissioner Rolle. Motion passed unanimously.
15. Consider Approval of a Contract with Outdoor Living Southeast, Inc. in the Amount of \$68,775.00 for Landscape Maintenance Services at the Historic Squares in the Downtown Area of Newcastle Street. *(G. Alberson) – this item was moved under items to consider for approval.*
Commissioner Atkinson-Williams moved to approve the above-referenced contract with a spending cap of \$70,000.00, any expenditure exceeding \$70,000.00 must be brought back before the commission for review and approval prior to any additional funds being committed or expended; seconded by Commissioner Rolle. Motion passed unanimously.

CONSENT AGENDA

12. Consider Approval of Resolution No. 2026-05 ~ for \$100,000.00 Funding Match for Land and Water Conservation Fund (LWCF) Application for Improvements to College Park Playground. *(G. Alberson)*
13. Consider Approval of a Contract Amendment in the Amount of \$35,000.00 with Goodwyn Mills Cawood for Engineering & Design Services Related to the Tide Control and GI/LID Retrofits at Prince Street and the Lanier Boulevard Basin. *(G. Alberson)*
14. Consider Approval of a Contract with Molina's Landscaping, LLC in the Amount of \$46,410.00 for Landscape Maintenance Services at Multiple City Office Buildings and Squares in the Downtown Area. *(G. Alberson) – this item was moved under items to consider for approval.*
15. Consider Approval of a Contract with Outdoor Living Southeast, Inc. in the Amount of \$68,775.00 for Landscape Maintenance Services at the Historic Squares in the Downtown Area of Newcastle Street. *(G. Alberson) – this item was moved under items to consider for approval.*
16. Consider Approval of an Agreement with the State Road and Tollway Authority for a \$1,000,000.00 Grant and \$1,000,000.00 Loan from the Georgia Transportation Infrastructure Bank (GTIB) to Provide Construction Funding for the Proposed Roundabout at the Intersection of Bay and Newcastle Streets in Brunswick. *(G. Alberson)*
17. Consider Approval of the Purchase of a Terex LT-40 Bucket Truck from Ring Power for \$88,000.00. *(G. Alberson)*

18. Consider Approval of a One-Year Fleet Vehicle Lease Agreement with Enterprise Fleet Management (*G. Alberson*)
 19. Consider Approval of Commitment to Provide Local Funding in the Amount of \$200,000.00 Toward Construction of the College Park Drainage Improvement Project Phases III and IV. (*G. Alberson*)
- Mayor Pro Tem Sabbe made a motion to approve consent agenda items number 12, 13, 16, 17, 18, and 19 of the above-referenced consent agenda; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

EXECUTIVE SESSION

Commissioner Atkinson-Williams moved to adjourn into executive session to discuss potential litigation; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

RECONVENED FROM EXECUTIVE SESSION

Mayor Pro Tem Sabbe made a motion to affirm the commission previous decision to deny the alcohol license for In and Out Mini Mart, Located at 1603 “L” Street due to the reason of saturation and proximity to residential structure; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

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

MEETING ADJOURNED – *meeting adjourned at 9:00 p.m.*

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

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

**SUBJECT:**

COMMISSION ACTION REQUESTED ON: September 16, 2026

PURPOSE:

To submit a joint CDBG-DR grant application to the Georgia Department of Community Affairs to complete Phases III and IV of the College Park Project.

HISTORY:

In 2021, Glynn County and the City of Brunswick submitted a 2017-CDBG-DR grant to make stormwater drainage improvements to the College Park basin. This grant was approved and funds assisted with the final designs of Phases I through IV and with the construction of Phases I and II. However, due to high construction costs, the City and County were not able to address drainage issues in Phases III and IV, leaving these drainage sections pending.

Post Hurricane Helene, Congress appropriated additional CDBG-DR funds in response to the 2023 and 2024 natural disasters and worked with Department of Housing and Urban Development (HUD) to allocate funds to affected communities. HUD in turn worked with the Georgia Department of Community Affairs to administer these funds and release a new CDBG-DR Notice of Funding Opportunity. This grant is due on October 5, 2026 and is highly competitive. Glynn County and the City of Brunswick have partnered once again to submit a second CDBG-DR grant to help complete construction and property acquisition related to Phases III and IV of the College Park drainage basin. Glynn County proposes to serve as the lead applicant and fiscal agent for this grant. This is a reimbursement grant.

FACTS AND ISSUES:

If no work is done to Phases III and IV, a vast portion of the surrounding neighborhoods will continue to flood and be impacted by heavy rain events. The existing drainage capacity in these untouched sections is insufficient and will continue to be the primary cause for severe flooding in the affected neighborhoods.

BUDGET INFORMATION: Please see attached

OPTIONS:

1. Authorize the submission of the CDBG-DR grant and approve the partnership with Glynn County to complete construction of College Park Drainage Improvements – Phases III & IV.
2. Do not authorize the grant submission of the CDBG-DR grant application for the construction of College Park Drainage Improvements – Phases III & IV.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the submission of the CDBG-DR grant application and approve the partnership with Glynn County to complete the construction of College Park Drainage Improvements – Phases III & IV.

DEPARTMENT:

Prepared by: Monica Hardin

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the submission of the CDBG-DR grant application and approve the partnership with Glynn County to complete the construction of College Park Drainage Improvements – Phases III & IV

City Manager

Date

COST SUMMARY
CONSTRUCTION COST FOR PHASE 3
CONSTRUCTION COST FOR PHASE 4
TOTAL CONSTRUCTION COST FOR PHASE 3 AND 4
ACQUISITION COST FOR PHASE 3
ACQUISITION COST FOR PHASE 4
TOTAL ACQUISITION COST FOR PHASE 3 AND 4

Total Construction and Property Acquisition

Engineering Services

Grant Administraiton Services

Total Project Cost

Glynn Contribution

City Contribution

Total

Total Grant Request

\$	8,432,025.00
\$	2,135,970.00
\$	10,567,995.00
\$	120,458.63
\$	153,340.39
\$	273,799.03
\$	10,841,794.03
\$	1,186,679.00
\$	90,000.00
\$	12,118,473.03

0
0

\$	500,000.00
\$	200,000.00
\$	700,000.00
\$	11,418,473.03

COLLEGE PARK PH III - IV CONSTRUCTION COSTS						
PHASE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE	SOURCE
3	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	Internal County Staff
3	Traffic Control	1	LS	\$ 200,000.00	\$ 200,000.00	Internal County Staff
3	Dewatering	1	EA	\$ 100,000.00	\$ 100,000.00	Internal County Staff
3	Temporary Grassing	1	LS	\$ 5,000.00	\$ 5,000.00	Internal County Staff
3	Permanent Grassing , incld Lime, Fertilizer	1	LS	\$ 7,000.00	\$ 7,000.00	Internal County Staff
3	Velocity Control Measures (Check Dams)	15	EA	\$ 500.00	\$ 7,500.00	Internal County Staff
3	Clearing and Grubbing	1	LS	\$ 30,000.00	\$ 30,000.00	Internal County Staff
3	Grading Complete - Start to finish including incidental items	1	LS	\$ 800,000.00	\$ 800,000.00	Internal County Staff
3	1.5" 9.5MM SUPERPAVE (165 LB/SY)	135	TN	\$ 225.00	\$ 30,375.00	Internal County Staff
3	2" 19MM SUPERPAVE (220LB/SY)	182	TN	\$ 225.00	\$ 40,950.00	Internal County Staff
3	3"25MM SUPER PAVE (330LB/SY)	260	TN	\$ 225.00	\$ 58,500.00	Internal County Staff
3	2" 9.5MM SUPERPAVE (220LB/SY)	60	TN	\$ 225.00	\$ 13,500.00	Internal County Staff
3	6" GAB	220	TN	\$ 85.00	\$ 18,700.00	Internal County Staff
3	10" GAB	2550	TN	\$ 85.00	\$ 216,750.00	Internal County Staff
3	18" STANDARD CURB AND GUTTER	650	LF	\$ 38.00	\$ 24,700.00	Internal County Staff
3	STOR DRAIN PIPE, 18 IN, H 1-10, RCP	36	LF	\$ 120.00	\$ 4,320.00	Internal County Staff
3	STORM DRAIN PIPE, 24 IN, H1-H10, RCP	248	LF	\$ 170.00	\$ 42,160.00	Internal County Staff
3	FLARED END SECTION, 18 IN, (GASTD1120)	1	EA	\$ 2,500.00	\$ 2,500.00	Internal County Staff
3	SAFTEY END SECTION, 24 IN, (GASTD1122)	1	EA	\$ 4,000.00	\$ 4,000.00	Internal County Staff
3	7'X4' BOX CULVERT (to include Flowable Fill)	159	LF	\$ 2,200.00	\$ 349,800.00	Internal County Staff
3	DBL 9'X3' BOX CULVERT (To include Flowable Fill)	2084	LF	\$ 2,880.00	\$ 6,001,920.00	Internal County Staff
3	MODIFIED CONC WINGED HEADWALL (GASTD 2404)	1	EA	\$ 17,000.00	\$ 17,000.00	Internal County Staff
3	MODIFIED CONC APRON (GASTD 2406)	1	EA	\$ 9,000.00	\$ 9,000.00	Internal County Staff
3	CURB INLET (GASTD 1033D)	1	EA	\$ 8,000.00	\$ 8,000.00	Internal County Staff
3	GRATE INLET (GASTD 1019A TYPE E)	2	EA	\$ 8,000.00	\$ 16,000.00	Internal County Staff
3	STORM MANHOLE	1	EA	\$ 7,500.00	\$ 7,500.00	Internal County Staff
3	CURB INLET (GASTD 9031S)	7	EA	\$ 8,500.00	\$ 59,500.00	Internal County Staff
3	TR 3 RIP RAP	50	SY	\$ 75.00	\$ 3,750.00	Internal County Staff
3	TRAFFIC STRIPING AND MARKINGS	1	LS	\$ 25,000.00	\$ 25,000.00	Internal County Staff
3	WATER MAIN CONFLICT REOLUTION 8"-12"	2	EA	\$ 16,000.00	\$ 32,000.00	Internal County Staff
3	FOUNDATION BACKFILL TYP II	1700	CY	\$ 148.00	\$ 251,600.00	Internal County Staff
4	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	Internal County Staff
4	Traffic Control	1	LS	\$ 100,000.00	\$ 100,000.00	Internal County Staff
4	Dewatering	1	EA	\$ 50,000.00	\$ 50,000.00	Internal County Staff
4	Temporary Grassing	1	LS	\$ 5,000.00	\$ 5,000.00	Internal County Staff
4	Permanent Grassing , incld Lime, Fertilizer	1	LS	\$ 7,000.00	\$ 7,000.00	Internal County Staff
4	Velocity Control Measures (Check Dams)	25	EA	\$ 500.00	\$ 12,500.00	Internal County Staff
4	Clearing and Grubbing	1	LS	\$ 30,000.00	\$ 30,000.00	Internal County Staff
4	Grading Complete - Start to finish including incidental items	1	LS	\$ 700,000.00	\$ 700,000.00	Internal County Staff
4	2" 9.5MM SUPERPAVE (220 LB/SY)	100	TN	\$ 250.00	\$ 25,000.00	Internal County Staff
4	6" GAB	310	TN	\$ 85.00	\$ 26,350.00	Internal County Staff
4	29"X45" ERCP	1500	LF	\$ 455.00	\$ 682,500.00	Internal County Staff
4	STOR DRAIN PIPE, 18 IN, H 1-10, RCP	32	LF	\$ 120.00	\$ 3,840.00	Internal County Staff
4	STORM DRAIN PIPE, 36 IN, H1-H10, RCP	248	LF	\$ 310.00	\$ 76,880.00	Internal County Staff
4	FLARED END SECTION, 18 IN, (GASTD1120)	2	EA	\$ 2,500.00	\$ 5,000.00	Internal County Staff
4	SAFTEY END SECTION, 29"x 45"ERCP (GASTD 1122)	8	EA	\$ 7,000.00	\$ 56,000.00	Internal County Staff
4	SAFTEY END SECTION, 36 IN, (GASTD1122)	4	EA	\$ 5,000.00	\$ 20,000.00	Internal County Staff
4	GAST 1011B HEADWALL DBL 18" RCP	1	EA	\$ 6,000.00	\$ 6,000.00	Internal County Staff
4	GRATE INLET (GASTD 1019A TYPE A)	1	EA	\$ 8,000.00	\$ 8,000.00	Internal County Staff
4	SPECIAL BUILD JUNCTION BOX W/O INLET TOP	4	EA	\$ 15,000.00	\$ 60,000.00	Internal County Staff
4	SPECIAL BUILD JUNCTION BOX W/WEIR	1	EA	\$ 15,000.00	\$ 15,000.00	Internal County Staff
4	TR 3 RIP RAP	220	SY	\$ 75.00	\$ 16,500.00	Internal County Staff
4	SANITARY SEWER CONFLICT RELOCATION 4"-10" COMPLETE	3	EA	\$ 20,000.00	\$ 60,000.00	Internal County Staff
4	WATER MAIN CONFLICT REOLUTION 8"-12" COMPLETE	4	EA	\$ 16,000.00	\$ 64,000.00	Internal County Staff
4	WATER LATERAL AND METER RELOCATION AS NECESSARY	1	LS	\$ 12,000.00	\$ 12,000.00	Internal County Staff
4	FOUNDATION BACKFILL TYP II	300	CY	\$ 148.00	\$ 44,400.00	Internal County Staff
PHASE 3 TOTAL					\$ 8,432,025.00	
					\$ -	
PHASE 4 TOTAL					\$ 2,135,970.00	
					\$ -	
Total Project Cost					\$ 10,567,995.00	

ACQUISITION COST (Consultant Fees and Property Value) FOR PHASE 3	\$ 120,458.63
ACQUISITION COST (Consultant Fees and Property Value) FOR PHASE 4	\$ 153,340.39
TOTAL ACQUISITION COST (Consultant Fees and Property Value) FOR PHASES 3 & 4	\$ 273,799.03

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

***(2023–2024 CDBG-DR INFRASTRUCTURE PROGRAM
COLLEGE PARK DRAINAGE IMPROVEMENT PROJECT)***

This **COOPERATING AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2026, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the “City”) and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the “County”). The City and County may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the neighborhood commonly known as “College Park” and the surrounding College Park Drainage Basin are located within and adjacent to the City of Brunswick and receive stormwater runoff from properties located within both the City and unincorporated Glynn County;

WHEREAS, stormwater conditions within the College Park Drainage Basin affect residents, properties, roadways, and infrastructure within both jurisdictions;

WHEREAS, the City and County have previously cooperated in the planning, investigation, engineering, design, permitting, funding, and construction of improvements associated with the College Park Drainage Basin;

WHEREAS, the City and County have previously entered into agreements concerning various aspects and phases of the College Park Drainage Improvement Project, including engineering, design, grant administration, construction, cost sharing, property interests, and maintenance responsibilities;

WHEREAS, the Georgia Department of Community Affairs (“DCA”) has made Community Development Block Grant Disaster Recovery (“CDBG-DR”) Infrastructure funding available in connection with the 2023–2024 federally declared disasters;

WHEREAS, the County and City desire to jointly seek available 2023–2024 CDBG-DR funding for eligible improvements associated with the College Park Drainage Improvement Project (the “Project”);

WHEREAS, DCA requires cooperating units of local government participating in a joint application to enter into an agreement designating the local government that will serve as the lead applicant; and

WHEREAS, the County and City desire to designate Glynn County as the lead applicant and to establish their respective responsibilities concerning the application and, if funding is awarded and accepted, administration of such funding.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and City agree as follows:

SECTION 1. PURPOSE / JOINT APPLICATION. The County and City hereby agree to cooperate in the preparation and submission of a joint application to the Georgia Department of Community Affairs for financial assistance under the 2023–2024 CDBG-DR Infrastructure Program for eligible improvements associated with the College Park Drainage Improvement Project. The specific activities, scope of work, funding amount, and eligible costs to be funded through the 2023–2024 CDBG-DR Program shall be those identified in the final application submitted to and approved by DCA. Submission of the joint application shall not, standing alone, constitute authorization by either Party to commence construction, award any contract, or appropriate or expend local funds for the Project. Nothing in this Agreement independently expands or modifies the Parties’ obligations under any existing agreement concerning the College Park Drainage Improvement Project.

SECTION 2. DESIGNATION OF LEAD APPLICANT. The Parties mutually agree and hereby designate Glynn County, Georgia as the lead applicant for the joint CDBG-DR application. As lead applicant, the County is authorized to coordinate and submit the application to DCA on behalf of the cooperating jurisdictions and, if funding is awarded and accepted, to perform the responsibilities assigned to the lead applicant or grant recipient under the applicable award documents, DCA requirements, and governing law. Nothing in this Agreement authorizes the County to bind the City to any additional financial obligation, project scope, property commitment, or contractual undertaking not otherwise expressly authorized by the City pursuant to this Agreement or separate written approval.

SECTION 3. COUNTY RESPONSIBILITIES. In its capacity as lead applicant and, if funding is awarded and accepted, in its capacity under the applicable grant award, the County shall:

- (a) Coordinate preparation and submission of the joint CDBG-DR application to DCA;
- (b) Serve as the primary liaison with DCA concerning the joint application and, if funding is awarded and accepted, grant administration;
- (c) Coordinate and maintain grant files and documentation required of the lead applicant or recipient;
- (d) Process requests for reimbursement, payments, financial reports, performance reports, and other submissions required by DCA or HUD for which the County is responsible;
- (e) Coordinate with the City and DCA regarding grant compliance, project progress, reporting, monitoring, and closeout;
- (f) Ensure that procurement, bidding, contracting, and grant-funded project documents for which the County is responsible contain provisions required by applicable federal and state law and the terms of the CDBG-DR award;

- (g) Maintain records sufficient to document the eligibility, allowability, and expenditure of CDBG-DR funds administered by the County;
- (h) Provide the City reasonable access to grant records relating to the Project; and
- (i) Perform such other responsibilities assigned to the lead applicant or recipient by DCA, HUD, the grant award, or applicable federal and state law.

SECTION 4. CITY RESPONSIBILITIES. The City shall:

- (a) Cooperate with the County in preparation and submission of the joint application and provide information, certifications, documentation, maps, records, and other materials reasonably required for the application;
- (b) Adopt and execute such resolutions, certifications, assurances, and other application documents as DCA requires to be separately approved or executed by the City;
- (c) Satisfy applicable citizen participation and public hearing requirements attributable to the City, in coordination with the County where appropriate;
- (d) Provide timely information required for performance reports, reimbursement requests, monitoring, audits, environmental review, or grant closeout;
- (e) Provide DCA, HUD, the County, and other authorized governmental representatives reasonable access to records within the City's possession relating to the CDBG-DR-funded Project;
- (f) Review and verify, as appropriate, expenditures, work, documentation, or other Project matters within the City's jurisdiction before submission to the County for grant processing;
- (g) Provide such permits, authorizations, property access, rights-of-way, easements, or other governmental approvals within the City's jurisdiction as may be required for eligible Project activities, subject to applicable law and any separate agreement governing those matters; and
- (h) Cooperate with the County in satisfying applicable federal and state requirements associated with the grant-funded Project.

SECTION 5. CDBG-DR REQUIREMENTS. The Parties shall perform their respective responsibilities under this Agreement in compliance with applicable requirements of the CDBG-DR Program, including the terms and conditions of any accepted grant award, applicable HUD requirements, DCA policies and procedures, and applicable federal and state law. Each Party shall remain responsible for certifications, assurances, records, actions, and compliance obligations specifically assigned to that Party under applicable law or grant requirements. Each Party shall separately execute and submit any certifications, assurances, resolutions, or other documents that DCA requires from each cooperating jurisdiction.

SECTION 6. DUPLICATION OF BENEFITS. The Parties acknowledge that the College Park Drainage Improvement Project has received or may receive funding from multiple federal, state, and local sources, including prior CDBG-DR funding. The Parties shall cooperate to prevent any duplication of benefits or duplicate reimbursement of the same Project cost from more than one funding source. If 2023–2024 CDBG-DR funds are awarded and accepted, the County shall maintain, and the City shall provide information reasonably necessary to maintain, records sufficient to identify costs charged to the 2023–2024 CDBG-DR award and distinguish

those costs from costs paid or reimbursed from prior CDBG-DR awards or other funding sources. Nothing in this Section prohibits separate eligible costs associated with the same overall Project from being funded from different lawful funding sources when permitted by applicable grant requirements.

SECTION 7. EXISTING AGREEMENTS AND COST-SHARING. This Agreement is entered into specifically for purposes of the Parties' joint application for, and, if awarded, administration of funding under the 2023–2024 CDBG-DR Program. Except as expressly provided herein, this Agreement does not amend, supersede, terminate, replace, or otherwise modify any existing agreement between the County and City concerning the College Park Drainage Improvement Project, including the Parties' existing intergovernmental agreement concerning construction of drainage improvements. Existing agreements between the Parties shall continue to govern the matters within their respective scopes unless and until amended or replaced by a subsequent written agreement approved by the Parties in accordance with applicable law. Without limiting the foregoing, this Agreement does not establish, modify, or replace any existing allocation of Project costs between the County and City. To the extent a 2023–2024 CDBG-DR award provides funding for costs otherwise subject to an existing cost-sharing arrangement, the Parties shall account for the additional grant funding in accordance with applicable grant requirements and the existing agreement governing those costs, unless otherwise modified by subsequent written agreement of the Parties. If an award of 2023–2024 CDBG-DR funds affects costs, responsibilities, or activities otherwise governed by an existing agreement between the Parties, the Parties may determine whether an amendment or supplemental agreement is necessary to address the additional funding or any resulting change in their respective obligations.

SECTION 8. PROJECT SCOPE. The Project scope for purposes of the 2023–2024 CDBG-DR Program shall be the scope identified in the final application and any award or amendment approved by DCA. If DCA approves an award or modification that materially changes the proposed scope, funding amount, local financial obligations, or responsibilities of either Party, the Parties shall review the change and determine whether an amendment to this Agreement or any other existing Project agreement is necessary before undertaking any materially increased obligation. Administrative modifications required by DCA that do not materially alter the legal or financial obligations of either Party may be implemented by the Parties' designated representatives to the extent authorized by applicable law and their respective governing authorities.

SECTION 9. PROJECT AUTHORIZATION. Neither the execution of this Agreement nor the submission of the joint CDBG-DR application shall, standing alone, constitute authorization by either Party to award a construction contract, commence construction, appropriate or expend local funds, or otherwise undertake Project activities beyond those separately authorized in accordance with applicable law. Nothing in this Agreement shall be construed as:

- (a) an appropriation of funds by either Party;
- (b) a pledge of the taxing power or credit of either Party;
- (c) an agreement by either Party to fund costs that have not been lawfully budgeted or appropriated;
- (d) an agreement to provide any particular local match unless separately approved; or
- (e) an authorization for either Party to incur debt or financial obligations on behalf of the other.

Each Party's financial obligations shall remain subject to applicable law, available appropriations, and the terms of any separately approved agreement governing Project costs. Nothing in this Agreement shall limit, alter, or excuse any obligation arising under the Certified Assurances submitted with the application, any CDBG-DR grant award, or applicable DCA, HUD, state, or federal requirements. If the application is funded and a grant award becomes effective, the Parties shall perform their respective obligations in accordance with the applicable award documents, DCA and HUD requirements, this Agreement, and any other agreement governing the Project.

SECTION 10. RECORDS, AUDIT, AND INSPECTION. Each Party shall maintain records within its custody relating to its responsibilities under this Agreement and shall retain such records for the period required by applicable federal and state law, DCA requirements, and the terms of any accepted grant award. Each Party shall reasonably cooperate with lawful monitoring, inspection, audit, or records requests by DCA, HUD, authorized federal or state agencies, and the other Party to the extent necessary for administration of the Project. Nothing in this Agreement requires either Party to disclose information protected from disclosure by applicable law, privilege, or other lawful protection, except to the extent disclosure is required by controlling federal or state grant requirements.

SECTION 11. TERM. This Agreement shall become effective upon execution by both Parties. If the joint application is not approved for funding, or if an award is made but is not accepted, this Agreement shall terminate when the application or award process has concluded and no further action concerning the application remains pending. If funding is awarded and accepted, this Agreement shall remain in effect through completion and final closeout of the 2023–2024 CDBG-DR award, unless earlier terminated or replaced by written agreement of the Parties and subject to any approval required by DCA. Termination or expiration of this Agreement shall not relieve either Party of any record retention, audit, repayment, compliance, or other obligation that survives under applicable law or the terms of an accepted grant award.

SECTION 12. NOTICES. All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to the City of Brunswick:

City Manager
601 Gloucester Street
Brunswick, GA 31520

If to Glynn County:

County Manager
1725 Reynolds Street, Suite 302
Brunswick, GA 31520

SECTION 13. AMENDMENTS. No material amendment or modification of this Agreement shall be effective unless reduced to writing and approved and executed by both Parties in the manner required by applicable law.

SECTION 14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal law governing the CDBG-DR Program.

SECTION 15. NO WAIVER OF IMMUNITY. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either Party or its officers, officials, employees, or agents under the Constitution or laws of the State of Georgia or applicable federal law.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the County and City and for satisfaction of applicable requirements of the CDBG-DR Program. Nothing herein is intended to create, nor shall it be construed as creating, any right or cause of action in favor of any third party.

SECTION 17. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent they can be given effect without the invalid provision.

SECTION 18. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties only with respect to their cooperation in applying for and, if awarded and accepted, administering the 2023–2024 CDBG-DR funding addressed herein. For the avoidance of doubt, this Section shall not be construed to supersede, merge, amend, or terminate any prior or existing agreement between the Parties concerning a separate funding source, phase, activity, cost-sharing arrangement, construction obligation, property interest, or maintenance responsibility associated with the College Park Drainage Improvement Project.

SECTION 19. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted or executed electronically may be accepted to the extent permitted by applicable law.

[Signature Page Follows]

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

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cosby Johnson, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

GLYNN COUNTY, GEORGIA:

(SEAL)

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

Attest: _____
Ronda Vakulich, County Clerk

DCA Applicant Form 11

Georgia Department Of Community Affairs
CDBG-DR Program
Cooperating Agreement – Sample Format

(For joint or regional applicants only)

This Agreement, entered into between Glynn County Board of Commissioners and City of Brunswick, does hereby provide for said jurisdiction to jointly apply for a Georgia Small Cities CDBG-DR grant from the Department of Community Affairs.

The Glynn County Board of Commissioners and City of Brunswick do mutually agree that Glynn County Board of Commissioners is hereby authorized to act as the lead agency, and thereby responsible for compliance with applicable State and Federal requirements of the Georgia Small Cities CDBG-DR program.

Adopted by the City of Brunswick
on _____:

(Signature of chief elected official)

By:

Mayor Cosby H. Johnson
(Type name and title of chief elected official)

Attest:

(Signature of clerk or other authorized official)

By:

Naomi Atkinson, City Clerk
(Type name and title)

(Seal)

Adopted by the Glynn County Board of Commissioners
On _____:

(Signature of chief elected official)

By:

Chairman Wayne Neal
(Type name and title of chief elected official)

Attest:

(Signature of clerk or other authorized official)

By:

Ronda Vakulich
(Type name and title)

(Seal)

DCA Applicant Form 10

Georgia Department Of Community Affairs CDBG-DR Program Certified Assurances

This Certified Assurances form must be completed and signed by the Applicant's Certifying Representative. It must be included in the Application submission.

ASSURANCES

The Applicant hereby certifies and assures that:

1. (a) It possesses legal authority to apply for the grant, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action, authorizing the filing of an application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application, and to provide such additional information as may be required. Evidence of this action by its governing body must be included in this application.

2. It has provided citizens an adequate opportunity to participate in the development of the application by:

(a) holding at least one public hearing in the locality before submission of the application. The previous CDBG-DR program's activities were discussed, and public input into the development of the subject application was obtained at the public hearing; information was provided on the estimated amount of funds proposed to be used for activities benefiting low and moderate income persons, and plans to minimize displacement as a result of activities and plans to assist displaced persons were discussed;

(b) maintaining files that contain documentary evidence that the hearing was held. The evidence includes a copy of the actual notice of public hearing.

(c) the citizen participation process meets the requirements of the Georgia DCA Citizen Participation Plan as outlined in the DCA, CDBG-DR regulations.

3. Its chief executive officer, or other officer of applicant approved by DCA:

(a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal law, as specified in 24 CFR Part 58 and 40 CFR Part 1500-1508, which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Part:

(b) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

4. (a) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight

OR

(b) The Community Development Program has been designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

5. The applicant further certifies and assures that:

(a) If the proposed application is funded, it will comply with all applicable laws and regulations as prescribed in Program Regulations for the Georgia CDBG-DR program, effective March 24, 1982, as amended.

(b) It understands that certain laws may be applicable, though not specifically listed in the Georgia CDBG-DR Program Regulations, by virtue of being applicable under their own terms, such as the Hatch Act (U.S.C. Section 1501, et. seg.) which limits the political activities of the employees funded through receipt of Federal assistance.

(c) If the proposed application is funded, it assures and will comply with Section 504 of the Rehabilitation Act of 1973 and the HUD implementing regulations (24 CFR Part 8), Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act (42 USC 3601-20), Executive Orders 11246 and 11063, and Section 3 of the Housing and Urban Development Act of 1968 and will administer and conduct its program in conformance with them. Also, that it will affirmatively further fair housing.

(d) The applicant has prepared a plan to minimize displacement as a result of activities assisted with CDBG-DR funds and to assist persons actually displaced as a result of such activities.

(e) It will not attempt to recover any capital costs of public improvement assisted in whole or part with CDBG-DR funds by assessing any amount against properties owned or occupied by persons of low/mod income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

i. CDBG-DR funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG-DR; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of low/mod income who are not persons of very low income, unless the Recipient certifies that it lacks sufficient CDBG-DR funds to comply with the requirements of paragraph i.

(f) At least 70% of each CDBG-DR activity cost will benefit low/mod income persons. Low/mod income persons are defined as persons whose family income does not exceed 80% of the median family income for the County or metropolitan area in which they reside, adjusted for family size, as established by HUD.

(g) It will provide reasonable benefits to those persons involuntarily displaced as a result of CDBG-DR assistance to acquire or rehabilitate property.

6. Except for approved eligible administrative or personnel costs, *no person who is an elected or appointed official, employee, agent, consultant, officer or any person serving in a similar capacity with any participating public agency or sub-recipient, who exercise or have exercised any functions or responsibilities with respect to the CDBG-DR activities proposed herein, or who are in a position to participate in a decision making process or gain inside information regarding CDBG-DR proposed activities or related activities, may obtain a personal or financial interest or benefit from the project, or have any interest in any contract, sub contract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.* (The Applicant is instructed to follow State law and review Federal requirements contained in Appendix F, and to consult with its local attorney and/or DCA, as appropriate to guard against prohibited conflicts of interest.)

For any situation that is or may appear to be a conflict of interest under the assurance, a complete description and explanation must be attached.

7. The applicant certifies compliance with the Violence Against Women Act (VAWA) Reauthorization of 2022, effective October 1, 2022, which includes a new requirement for U.S. Department of Housing and Urban Development (HUD) recipients to support an individual's right to seek law enforcement or emergency assistance. Community Development Block Grant (CDBG-DR) recipients will have additional requirements to report non-compliant local laws and ordinances.

8. To the best of his or her knowledge and behalf:

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 awarding of any Federal contract, the making of any Federal loan or grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a penalty of not less than \$10,000 and not more than \$100,000 for each failure.

9. It will comply with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended, and HUD implementing regulations (24 CFR Part 570.496a), including the following Residential Antidisplacement and Relocation Assistance Plan. If an award of funds is made, the Recipient will make public its plan providing for one-for-one replacement units and relocation assistance, and the steps it will take to minimize displacement of persons as a result of assisted activities.

Residential Antidisplacement and Relocation Assistance Plan:

a) The local government recipient of CDBG-DR funds will replace all occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than as low and moderate income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described at 24 CFR Part 570.496a(c).

b) All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Recipient local government to provide funds for an activity that will directly result in such demolition or conversion, the Recipient local government will make public and submit to the Department of Community Affairs the following information in writing:

i) A description of the proposed assisted activity;

ii) The location on a map and the number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwellings units as a direct result of the assisted activity;

iii) A time schedule for the commencement and completion of the demolition or conversion;

iv) The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

v) The source of funding and a time schedule for the provision of replacement dwelling units;

vi) The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

vii) Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of lower income households in the jurisdiction.

c) The Recipient local government is responsible for tracking the replacement of housing and ensuring that it is provided within the required period.

d) The Recipient local government is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in 24 CFR Part 570.496a(c)(2), to any lower income person displaced by the demolition of any dwelling unit or the conversion of a low and moderate income dwelling unit to another use in connection with an assisted activity.

e) Consistent with goals and objectives of activities assisted under the Act, Recipient will take the additional steps, if any, listed on an attachment to these Assurances, to minimize the displacement of persons from their homes.

10. If a grant is awarded, the applicant will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

11. If a grant of HOME Investment Partnership Act (42 U.S.C. 12701 et seq.) funds is awarded, the applicant further agrees to become a State Recipient (SR) for purposes of the CHIP program and to assume all responsibilities of HUD regulations at 24 CFR Part 92 (as now in effect and as may be amended from time to time) except those responsibilities which DCA determines will not be transferred to the State Recipient for reasons deemed to be practical, feasible, or legally sound.

CERTIFICATION:

The undersigned certifies on behalf of the Applicant that he/she has been authorized to sign this certification, the information presented in this application is correct, and that the applicant will comply with the assurances listed above.

Submitted on behalf of the Applicant by:

By

(Signature of chief elected official)

(Date)

Mayor Cosby H. Johnson

(Typed or printed name and title of chief elected official)

Attest:

By

(Signature of clerk or other authorized official)

(Date)

Naomi Atkinson

(Typed or printed name and title)

(seal)

RESOLUTION NO. _____

**RESOLUTION
CITY OF BRUNSWICK & GLYNN COUNTY, GEORGIA
TO SUBMIT AN APPLICATION TO OBTAIN THE 2023-2024
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY**

WHEREAS, Glynn County and the City of Brunswick have identified a dire need for improvements to the College Park Drainage Basin located in a low and moderate income area within the incorporated and unincorporated areas of the City and County;

WHEREAS, Glynn County and the City of Brunswick have no direct funding programs to assist these families; and

WHEREAS, the Georgia Department of Community Affairs Community 2023-2024 CDBG-DR has funds sufficient to assist low and moderate income families with needed infrastructure repairs.

THEREFORE, be it resolved that Glynn County and the City of Brunswick will submit a joint 2023-2024 Community Development Block Grant – DR grant application to the Georgia Department of Community Affairs to address the identified need(s) and authorizes the County to serve as the lead applicant in this request and the Chairman as the official representative to act in connection with the application.

SO RESOLVED this _____ day of September 2026.

Cosby H. Johnson, Mayor
City of Brunswick

Naomi D. Atkinson, City

(SEAL)

Wayne Neal, Chairman
Glynn County Board of Commissioners

Ronda Vakulich, County Clerk

(SEAL)

SECTION 1

The Applicant determined the LEP threshold WAS NOT met. Check here: ☒

Checking this box above means that the applicant has determined that the LEP threshold was not met and that a pre-award public hearing notice was required in English only.

The applicant made this determination after review of American Community Survey Table S1601, and this table indicates that the applicant's jurisdiction contains ***fewer*** LEP persons than the following standard: a population of more than 5% LEP persons in a single language or 1,000 or more LEP persons in a single language.

Please include a copy of the following in order to verify this determination:

1. American Community Survey Table S1601 used to make the determination that the LEP threshold WAS NOT met.
2. The Applicant **must include** the tear sheet for the Public Hearing notification in English.

If the application jurisdiction did not meet the LEP threshold as noted above. Skip to Section 2. If the LEP threshold was met, please continue below:

The Applicant determined the LEP threshold WAS met. Check here: ☐

Checking this box above means that the applicant has determined that the LEP threshold was met or exceeded and that a pre-award public hearing notice was required in English and Spanish.

The applicant made this determination after review of American Community Survey Table S1601, and this table indicates that the applicant's jurisdiction contains ***equal to or more than*** the number of LEP persons indicated by the following standard: a population of more than 5% LEP persons in a single language or 1,000 or more LEP persons in a single language.

Please include a copy of the following in order to verify this determination:

1. American Community Survey Table S1601 used to make the determination that the LEP threshold WAS met.
2. The Applicant **must include** the tear sheets for the Public Hearing notifications in English and Spanish.

Complete Section 2 and the Acknowledgement.

SECTION 2

The City of Brunswick (Applicant City or County Government) hereby acknowledges and attests that a public hearing was held on 9/15/2026 (Date) to encourage public participation in the planning, implementation and assessment of their proposed CDBG program.

The Applicant **must include** the applicable tear sheet(s) for the Public Hearing notification in the applicable languages. (See Section 1 for details.)

ACKNOWLEDGEMENT:

The undersigned certifies on behalf of the Applicant that he/she has been authorized to sign this acknowledgement, and that the Applicant has complied with the requirement noted above:

Submitted on behalf of the Applicant by:

(Signature of chief elected official) (Date)

(Typed or printed name and title of chief elected official)

Attest:

(Signature of clerk or other authorized official) (Date)

(Typed or printed name and title)
(seal)

ACKNOWLEDGEMENT OF SUBRECIPIENT LANGUAGE ACCESS PLAN REQUIREMENT

The City of Brunswick hereby acknowledges and assures that:
(Applicant City or County Government)

- 1) Pursuant to the requirements of Title VI, it will take timely and reasonable steps to provide Limited English Proficient (LEP) persons with Meaningful Access to programs and activities funded by the federal government and awarded by DCA. Access to these programs and services will not be impeded as a result of an individual's inability to speak, read, write or understand English.
- 2) It will conduct an assessment to determine the need for language assistance within its service area. This will be accomplished by conducting a Four-Factor Analysis, which is described in a template provided by DCA and in the Federal Register / Vol. 72, No. 13 / Monday, January 22, 2007 / Notices. After completion of the Four-Factor Analysis, the Applicant will understand the languages spoken by LEP persons in its service area, and can determine how to provide needed language assistance.
- 3) It will prepare a Language Access Plan (LAP) that will include:
 - a. The name of the individual responsible for coordination of LEP compliance;
 - b. A training plan on LEP requirements for all staff involved in programs and activities funded by the federal government and awarded by DCA;
 - c. The languages identified from the Four-Factor Analysis;
 - d. A schedule for translating and disseminating vital documents; and
 - e. A policy for updating the Four-Factor Analysis and the LAP.
- 4) It will maintain records regarding its efforts to comply with Title VI LEP obligations.
- 5) It will resolve any findings related to its LEP obligations by taking corrective action and understands that repeated violations may require other appropriate enforcement mechanisms up to and including referral to HUD or repayment of awarded funds.
- 6) It must prepare and provide to DCA within sixty (60) days of notification of award an LAP meeting the requirements of this LAP Acknowledgement.
- 7) It will provide evidence of compliance as required by DCA with its locally adopted LAP.
- 8) It will review and update its LEP Four-Factor Analysis at least every five years.

ACKNOWLEDGEMENT:

The undersigned certifies on behalf of the Applicant that he/she has been authorized to sign this acknowledgement, and that the Applicant will comply with the acknowledgement listed above:

Submitted on behalf of the Applicant by:

By _____
(Signature of chief elected official) (Date)

(Typed or printed name and title of chief elected official)

Attest:

By _____
(Signature of clerk or other authorized official) (Date)

(Typed or printed name and title)
(seal)

RESOLUTION NO. 2026-06

**RESOLUTION
CITY OF BRUNSWICK & GLYNN COUNTY, GEORGIA
TO SUBMIT AN APPLICATION TO OBTAIN THE 2023-2024
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY**

WHEREAS, Glynn County and the City of Brunswick have identified a dire need for improvements to the College Park Drainage Basin located in a low and moderate income area within the incorporated and unincorporated areas of the City and County;

WHEREAS, Glynn County and the City of Brunswick have no direct funding programs to assist these families; and

WHEREAS, the Georgia Department of Community Affairs Community 2023-2024 CDBG-DR has funds sufficient to assist low and moderate income families with needed infrastructure repairs.

THEREFORE, be it resolved that Glynn County and the City of Brunswick will submit a joint 2023-2024 Community Development Block Grant – DR grant application to the Georgia Department of Community Affairs to address the identified need(s) and authorizes the County to serve as the lead applicant in this request and the Chairman as the official representative to act in connection with the application.

SO RESOLVED this ____ day of September 2026.

Cosby H. Johnson, Mayor
City of Brunswick

Naomi D. Atkinson, City

(SEAL)

Wayne Neal, Chairman
Glynn County Board of Commissioners

Ronda Vakulich, County Clerk

(SEAL)



SUBJECT: GDOT FTA 5307 Transit Application Resolution

COMMISSION ACTION REQUESTED ON: September 16, 2026

PURPOSE: Consideration of an Authorizing Resolution for the GDOT/FTA 5307 FY 28 Transit Funding Application

FACTS AND ISSUES: GDOT has released a call for applications for the FTA 5307 Small Urban Transit Program. The City of Brunswick is entitled for up to \$1,177,889 in funds for FY 2028.

Staff is working to develop the application for FY28, and anticipates applying for approximately \$836,814.00 in funding. The application due date is October 5, 2026.

OPTIONS:

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

STAFF RECOMMENDATION FOR ACTION: Staff recommends approval of the Resolution

DEPARTMENT: Planning, Development & Codes (PDC)

Prepared by: John Hunter, Director Presented by: John Hunter

ADMINISTRATIVE COMMENTS/ RECOMMENDATION:

City Manager

Date

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY the City of Brunswick hereinafter referred to as the "Applicant",

1. That the Designated Official John Hunter, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of the City of Brunswick with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute DBE policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2025 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 16th day of September, 2026.

Signature of Authorized Official

Cosby H. Johnson, Mayor

Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2026 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of

(Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

_____, 2026.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer





SUBJECT: GDOT HIDTA MOU

COMMISSION ACTION REQUESTED ON: Approval of MOU with GDOT HIDTA (Georgia Department of Transportation High Intensity Drug Trafficking Area)

PURPOSE: MOU required by GDOT to approve any ALPR cameras on GDOT rights-of-way. The MOU outlines the state's guidelines for sharing information from ALPR cameras for criminal investigations.

HISTORY: The ALPR camera is a tool which provide a significant advantage in criminal investigations not only in the City of Brunswick, but also the State of Georgia.

FACTS AND ISSUES: To complete the permitting process for the Axon ALPR cameras on GDOT rights-of-way, the City of Brunswick must enter an MOU with GDOT to provide information to GDOT HIDTA for investigative purposes at their request.

Specifically, section 6 states:

6) Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints

Member Agencies shall retain control of, and remain the official custodian of, all information they contribute to the HLPRIIP Database. All requests for information will be referred to the Member Agency that is the owner of the requested data, and that Member Agency will be responsible for responding to the request for information.

This is important because it shows that the City owns the information, and GDOT must request the information which is relevant to a criminal investigation. The City is not carte blanch sharing the information because of the MOU.

The Brunswick Police Department would share ALPR information with an agency who requested the information for a criminal investigation. As an example, BPD regularly requests ALPR information from Glynn County Police Department for criminal

investigations. This sharing of information has resulted in many arrests, including multiple homicide investigations. GDOT HIDTA would be doing the same thing, they would request the information for criminal investigations they are working on.

Note: City Attorney has checked and approved the MOU with GDOT HIDTA

BUDGET INFORMATION: There are no financial components to this MOU

OPTIONS:

- 1.) Approve the MOU with GDOT HIDTA
 - 2.) Do not approve the MOU with GDOT HIDTA
 - 3.) Defer the MOU for additional information
-

DEPARTMENT RECOMMENDATION ACTION: Please approve the GDOT HIDTA MOU. It is necessary to continue with GDOT permitting of our Axon system. Because of the November 1, 2026, deadline we are trying to expedite the permitting phase.

DEPARTMENT: Brunswick Police Department & City Attorney

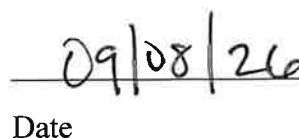
Prepared by: ACM Bergquist

Presented by: Brunswick Police Chief Angela Smith

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:


City Manager


Date

**HIGH INTENSITY DRUG TRAFFICKING AREA
HIDTA LICENSE PLATE READER INTEGRATION PROJECT**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into on this _____ day of _____ 2026 by and between the parties defined on the last page of the MOU, known collectively as “Member Agencies” or individually as a “Member Agency.”

WHEREAS, the Member Agencies provide Public Safety services within their jurisdictions; and

WHEREAS, the Member Agencies have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Member Agencies are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Member Agencies desire to facilitate the sharing of information contained within their electronic data systems, including but not limited to: Automated License Plate Readers and Law Enforcement Data Sharing Systems - which may include aggregated information collected from multiple individual or regional sources - into commercially available and custom developed data integration systems; and

WHEREAS, the Member Agencies desire to share data owned, aggregated, or collected by the Member Agencies under the conditions set forth in this MOU;

The agencies are collectively known as the “Member Agencies”:

SEE ATTACHMENT “A” : HLPRIP Participating Member Agency List

Mission

The High Intensity Drug Trafficking Area (HIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The HIDTA License Plate Reader Integration Platform (HLPRIP) was formed in support of this mission, under the leadership of the HIDTA Program, its Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of

law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member Agencies agree to work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective Member Agencies and the HLPRIP.

Purpose

This agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies within the HLPRIP, and provides for the addition of other eligible entities in the data-sharing program created by this MOU.

Therefore, the Member Agencies hereby agree to the following:

1) Definitions

- 1.1 The HLPRIP Information Sharing System is a collective group of law and justice agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.
- 1.2 **Criminal Justice Practitioners:** personnel from the Member Agencies who have the appropriate clearance and authority to use and access shared data as a function of their employment, also referred to as “Authorized Users.”
- 1.3 **Data:** electronic facts, records, analysis, images, or other information provided and shared by a Member Agency.
- 1.4 **Data Set:** a specific grouping, categorization, or subset of LPR data included in a Member Agency system.
- 1.5 **Data Record:** a unique individual record or document associated with an incident or person, which may include a variety of associated information.
- 1.6 **Host:** the entity providing the facilities, labor, and expertise used to maintain, operate, and manage a core component of the HLPRIP Database, such as software which aggregates data from multiple sources or provides unified access to disparate systems.
- 1.7 **Member Agency:** a law enforcement or public safety organization whose leadership has signed this agreement and the agency actively participates in information sharing with other Member Agencies.
- 1.8 **Member Agency LPR Administrator:** The Member Agency’s designee who is responsible for the management and oversight of the Member Agency’s Authorized Users and Member Agency Data submitted to the HLPRIP server.

2) Member Agency Rights, Powers and Authority

Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This agreement shall not be interpreted, and the HLPRIP Database shall not have any authority, to impair or control any of the Member Agency's respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the HLPRIP, which are not already a part of the Member Agency's current operational costs, nor shall they be required to modify their non-HLPRIP Database systems or services, without their consent.

Nothing in this Agreement shall be construed to require a Member Agency:

- 1) To disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- 2) To perform any act that the Member Agency determines, in its sole discretion, is contrary to law or public/agency policy.

Member Agencies are not required to seek approval from the HLPRIP to purchase, install, or modify their own LPR Database equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities.

Furthermore, the HLPRIP has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own resources or services to other entities, which may or may not be members of or served by the HLPRIP Database.

Participation in the HLPRIP Database and any associated data interfaces or other customizations shall not prevent the Member Agency from operating systems independent of the HLPRIP Database.

Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the HLPRIP for any modification to that Member Agency's internal systems or processes that is mandated by the state in which the Member Agency is located, or by any law or regulation governing the affected member Agency.

In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

3) Effective Date and Term of MOU

This Agreement's effective date is noted above and/or the date each subsequent Member Agency executes this agreement. This agreement shall remain in effect and shall be reviewed and updated every five years. The agreement can only be terminated as provided herein.

4) Data Sharing

All Member Agencies agree to promote comprehensive, timely, and accurate data sharing with other Member Agencies via the HLPRIIP system. HLPRIIP data shall only be shared with Member Agencies, and only to Authorized Users of those agencies who possess an approved login and password and a "need to know" and "right to know" the shared data in fulfillment of assigned law enforcement or public safety duties.

Any data shared by a Member Agency to the HLPRIIP system that the Member Agency later declares should not be shared, shall be withdrawn by all Hosts from all data within 48 hours, including deletion of any replications of the data.

Each Member Agency shall determine, within its sole discretion, which Data Records are to be shared with the HLPRIIP system and shall maintain the databases or other sources that contain the applicable information.

5) Data Access

Data exchange and user access shall be achieved using secure networks, including encrypted virtual private networks (VPN), or other reasonably secure configurations that follow current best practices for information technology and are acceptable to both the Member Agency sharing data and the Host receiving data or providing user access.

The information residing in the Data Repositories shall generally be available at all times. Member Agencies agree to inform the HLPRIIP in advance, whenever possible, of scheduled down times of specific data feeds. The HLPRIIP will alert Member Agencies whenever possible that the HLPRIIP system will be down due to upgrades, maintenance, or unforeseen events.

6) Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints

Member Agencies shall retain control of, and remain the official custodian of, all information they contribute to the HLPRIIP Database. All requests for information will be referred to the Member Agency that is the owner of the requested data, and that Member Agency will be responsible for responding to the request for information.

6.2 Information Accuracy

Member Agencies and Authorized Users acknowledge that data maintained in the HLPRIIP Database consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be the responsibility of the person or entity requesting or using the data to confirm the

accuracy of the information with the Member Agency that authored or originated the information before taking any enforcement-related action.

6.3 Audit

Each transaction is to be logged, and an audit trail created. The Audit log will be maintained for a period of no less than twelve months to record user access to shared data, including the date and time when the data was accessed. Member Agencies shall conduct an internal audit on a periodic basis to ensure that queries are made for legitimate law enforcement purposes. Member Agencies will receive bi-annual audit logs containing all HLPRIP usage by the Agency's Authorized Users.

6.4 Criminal Discovery

Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency's specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

7) User Access

Each Member Agency is responsible for approving user accounts within that agency. Each agency agrees that all Authorized Users shall be current employees in good standing and be authorized to review criminal data for legitimate purposes. If for any reason an Authorized User is no longer eligible for such access, or ends his/her employment with the agency, the agency will make necessary contacts to ensure access is removed accordingly and in a timely manner.

Each Authorized User agrees that the HLPRIP Database systems and the information contained therein are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

Authorized Users may not access any of the HLPRIP Database by using a name or password that was assigned to another user. Passwords may not be shared with other persons, including other Authorized Users, for access to the system.

The various Member Agencies agree to use information shared in the HLPRIP Database information systems as a pointer system and not as the source of probable cause for law enforcement actions.

In the event of any perceived non-compliance with this MOU and/or the HLPRIIP Policies, Procedures and Privacy, the Member Agency LPR Administrator will serve as the POC to discuss any remedies required. *In order to protect the integrity of the HLPRIIP server system for all law enforcement agencies participating in the program, HLPRIIP reserves the right to disconnect individual user accounts and/or agency access for violations of this MOU or the HLPRIIP Policies.*

8) Security Requirements

Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal security of their records and any technical support necessary to ensure proper security. All Member Agencies and the HLPRIIP agree to enforce and maintain security, retention, and purge requirements for the information shared as specified in the Information Practices Act, the Public Records Act, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types.

9) Connecting with other data sources and analysis platforms

HLPRIIP will continually work to expand the connectivity of the HLPRIIP Database and will actively pursue opportunities to sign MOU agreements with new public agencies and other information sharing systems under the guidelines outlined in this Agreement. HLPRIIP will also seek to acquire new analysis systems, and enhance the capabilities of existing platforms, as to provide optimal value for data shared by HLPRIIP Database members.

Member Agencies agree to grant authority to the HIDTA for the sole purpose of executing information sharing agreements to join new member agencies or information sharing systems into the HLPRIIP Database, if approved by the legal counsel representing HIDTA. Such agreements will not require further review or approval by Member Agencies. Such agreements shall have no material changes or provisions that would adversely affect or contradict the policies of this MOU.

10) Admission and Withdrawal of Member Agencies

Additional public agencies, or similar regional or statewide sharing systems, may become Member Agencies of the HLPRIIP Database upon such terms and conditions as are determined by HIDTA, and by execution of a written amendment to this agreement by the proper authority of the new Member Agency.

Existing and future Member Agencies have the right to withdraw from the HLPRIIP Database MOU provided by written notice to HIDTA, or may be involuntarily removed upon any breach of this agreement.

11) Liability and Indemnification

Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Each agency shall bear the proportionate cost of any damage attributable to the fault of that particular agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Any contract with a non-member agency receiving services pursuant to this agreement shall include a mutual indemnification provision.

The contract shall also provide:

- 1) That the indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and
- 2) The obligation of the non-Member Agency and the HLPRIP database pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the HLPRIP Database.

12) Signatories Not Agents

Parties to this Agreement shall have no authority, either express or implied, to act on behalf of any signatory in any capacity whatsoever, as an agent. The Member Agency parties shall have no authority, express or implied, pursuant to this Agreement, to bind each other to any obligation whatsoever.

13) Assignment Prohibited

Parties to this Agreement may not assign any rights or obligations pursuant to this Agreement. Any attempted or purported assignment of any rights or obligations pursuant to this Agreement shall be void and of no legal effect whatsoever.

When a person with access is no longer employed or otherwise no longer eligible for access, the Member Agency Administrator is responsible for notifying the HLPRIP Regional Administrator who will remove all related passwords and security authorizations from the system.

No person shall release any information contained in the HLPRIP Database either by Court Order or in response to a Public Records Act request, unless they are the originating agency or official custodian of such data.

14) Costs

Unless separate agreements are made, each party shall be responsible for their own costs associated with establishing, maintaining, or terminating their access to, or participation with, the HLPRIP Database. Nothing in this agreement shall be construed to mean that Member Agency parties are subject to incurring new costs. Any applicable user licenses, renewal fees, maintenance costs, or similar outlays must be determined in a separate contract or agreement to be added as an addendum to this Agreement.

15) Data Collection, Retention, and Dissemination

15.1 The LPR data collected by the various Member Agencies participating in the HLPRIP program will be transmitted to the HLPRIP Operations Center via a fiber optic line or through an encrypted Virtual Private Network (VPN). The data will be maintained on the Operation Center server independent of any other law enforcement databases housed at the HLPRIP Operations Center.

15.2 All LPR system data provided to HLPRIP Database will be stored on the Operations Center server for a period mandated by the Member Agency's state law or policy. If the Member Agency's state law or policy does not specify a retainment period, all LPR system data provided to HLPRIP will be stored on the Operations Center server for a period not to exceed two years. After the two-year period, the data will be purged unless it has become, or it is reasonable to believe that it will become, evidence, including evidence that tends to inculcate or exculpate a suspect, in a specific criminal or other law enforcement investigation or action. Should data be determined to have evidentiary value, the following paragraph applies:

In those circumstances when data is identified as having evidentiary value, the LPR Program Administrator, or designee, will review the facts of the specific case and determine if the data should be saved. If the LPR Program Administrator determines it is reasonable to believe the data has evidentiary value, the Program Administrator will authorize the transfer of the applicable data from the LPR Program server to a form of digital storage media (CD, DVD, etc.) or other portable storage devices.

15.3 Agencies requiring data to be retained by HLPRIP beyond the established retention period may make a formal request to the HIDTA to extend retention. Each request must specify the need for extended retention, the circumstances surrounding the request, the requesting agency's case number, and a specific point of contact within the requesting agency. HIDTA reserves the right to grant or deny agency requests based on the information provided.

15.4 The following methods shall be used when disseminating LPR information: The "need to know" and "right to know," as defined in the HIDTA LPRIP Policies and Procedures, of a potential recipient must be verified and documented prior to dissemination of LPR information.

15.5 Requests for Service (RFS) for License Plate Reader data will be processed in accordance with the HLPRIIP Policies and Procedures.

15.6 A Law Enforcement Agency's request to query the LPR data shall be processed, provided the agency has a legitimate law enforcement purpose. Mandatory requirements are in place in order to satisfactorily justify the request.

15.7 The primary method of dissemination shall be via email, in an electronic format that employs a reasonable level of security to guard against alteration, or fax.

15.8 If access to secure email accounts is not practical, the information may be provided to the requestor via digital storage media or paper copy, as determined by HIDTA staff.

15.9 Reports and other investigative information received and disseminated by HLPRIIP shall be retained within internal electronic HLPRIIP files. After disseminating LPR information deemed to have evidentiary value, the completed report containing the data will be entered into a searchable database for future exploitation and auditing purposes in accordance with the HLPRIIP Policies and Procedures.

16) Miscellaneous

16.1 Amendments

This Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the HLPRIIP.

16.2 Conflicts of Interest

No official, officer, or employee of the HIDTA or any Member Agency shall have any financial interest, direct or indirect, in the HLPRIIP Database. Nor shall any such officer or employee participate in any decision that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

16.3 Mediation

Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the HIDTA, with respect to the HLPRIIP Database's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and HIDTA. Such notice shall designate

such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

16.4 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16.5 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

16.6 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this agreement, as evidenced by the authorized signatures below.

16.7 Entire Agreement

This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this agreement shall be effective only if executed in writing and signed by all current Member Agencies.

The parties hereto execute this MOU as of the effective date:

(Agency Name, State)
*** (JURISDICTION) ***

Agency ORI # (Originating Agency Identifier)

(Print Name & Title)

X

Signature

(Signature must be by the chief executive of your agency or someone authorized to sign on his/her behalf)

Date

X

Robert J. Murphy
Executive Director
Atlanta-Carolinas HIDTA

Date