City of Eatonton
Council Meeting Agenda
September 18, 2017
Putnam County Commissioners' Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order
2. Invocation: Councilwoman Alma Stokes
3. Approval of Minutes: Attachment #1
4. Public Comments
   Reading of Rules for Public Comments:
5. Old Business:

6. New Business:
   A. Presentation by the Middle Georgia Regional Commission on the Service
      Delivery Strategy
   B. Proposed Resolution to Accept a Bid Response for the FY 2016 Community
      Development Block Grant Project Attachment #6B
   C. Proposed Resolution to Authorize the Mayor to Sign an Amendment to the Area
      Agency on Aging Contract for SFY 2018 Attachment #6C
   D. Proposed Resolution to Authorize the Mayor to Execute a Memorandum of
      Understanding with the Downtown Development Authority Attachment #6D
   E. Proposed Resolution to Authorize the Mayor to Execute a Contract with the Plaza
      Arts Center, Inc. Attachment #6E
   F. Proposed Resolution to Authorize the Mayor to Execute a Contract with the
      Eatonton-Putnam Chamber of Commerce Attachment #6F

H. Discussion on Distressed Properties in the City of Eatonton

7. Zoning:

8. Committee Reports:
   - Finance and Personnel – Council Member Harvey C. Walker, Jr.
   - Public Utilities – Council Member Alvin Butts
   - Streets, Buildings and Grounds – Council Member William C. Mangum
   - Zoning and Ordinances - Council Member Teresa Doster
   - Environmental – Council Member Charles R. Haley
   - Community Development – Council Member Alma Stokes
   - Public Safety – Council Member James A. Gorley
   - City Administrator – Gary Sanders
   - City Attorney – Christopher D. Huskins
   - City Clerk – Sarah Abrams

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting
Tuesday, September 5, 2017 at 7:00 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
Eatonton, Georgia 31024

Elected Officials Present:
    Mayor Walter C. Rocker, Jr.
    Mayor Pro-Tem Harvey (Chip) Walker, Jr.
    Councilman Alvin Butts
    Councilwoman Teresa Doster
    Councilman James A. Gorley
    Councilman Charles R. Haley
    Councilman William Mangum, Jr.
    Councilwoman Alma Stokes

Elected Officials Absent:

Staff Members Present:
    City Administrator, Gary Sanders
    City Attorney, Christopher Huskins
    City Clerk, Sarah Abrams

Mayor Walter C. Rocker, Jr. called the September 5, 2017 Council meeting to order at 7:00 PM.

Invocation was given by Councilman William C. Mangum, Jr.

Motion was made by Doster and seconded by Haley to approve the minutes from the work session held on August 23, 2017. Motion carried by a vote 5-0. Councilman Alvin Butts and Councilwoman Alma Stokes abstained because they did not attend the work session.
Motion was made by Gorley and seconded by Haley to approve the minutes from the Council meeting held on August 21, 2017. Motion carried by a vote of 5-0. Councilman Alvin Butts and Councilwoman Alma Stokes abstained because they were not present at the last meeting.

**Public Comments:** None

**Reading of the Rules for Public Comments:** Omitted

**Old Business:**

**Proposed Resolution to Amend Chapter 18 (Businesses) of the Code of Ordinances**

*Attachment #5A*

Motion was made by Doster and seconded by Haley to approve the proposed Resolution Amending Chapter 18: Businesses of the Code of Ordinances by adding Sec. 18-2 (Garage Sales, Yard Sales, and Rummage Sales) to the Code of Ordinance and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

**New Business:**

Main Street Director, Andrew Simpson

**Main Street Report for City Council Meeting Tuesday September 5 2017 - August Recap**

**Organization**

Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

I attended the Georgia Downtown Association Conference in Columbus. Many of the speakers emphasized the importance of spending power of Baby Boomers and Millennials. Mobile Friendly Websites and social media platforms were also discussed. One of the main themes was to think different and not copy what every other city is doing, be original. Value the assets that you have and use them to gain economic vitality and visitors.

**Promotion**

The Briar Patch Arts Festival on September 30, is expanding this year to include E. Sumter St and E. Marion St.

The Shared Histories program was well attended by approximately 30 people at the Georgia Writers Museum.

The Jake Bartley Band concert sponsored by The Peoples Bank/The Peoples Agency drew around 200 people. This was an excellent crowd number as there were concerts at The Plaza Arts Center and at Memory Lane the same time.
Design

Mark Smith (Old World Finance Location) has submitted a facade grant application for his W. Marion St. property.

Sara and Buddy Nolan (Maggie Lane) have submitted a facade grant application for their Jefferson Ave. property.

Stewart Rodeheaver (Vizitech USA) has submitted a facade grant application for his E. Sumter St. property.

Shannon Minchey (Southern Unique) has submitted a facade grant application for their W. Marion St. location.

Economic Vitality

Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LP Gas (107 N. Jefferson Avenue), China Chef (104 N. Jefferson Avenue) Communicom/Charter Building (104 E. Marion St) and 112 W. Marion Street prevent a vibrant Downtown from putting down roots and taking hold and are off-putting for new businesses due to the buildings not being compliant with building codes/planning and zoning regulations. (Sec. 14-31. Adoption by Reference. Georgia Uniform Codes Act, O.C.G.A. § 8-2-25, 14-68. - Complaint in rem in municipal court; procedure; lien; appeal and Sec. 75-343 District Requirements {e})

112 W. Marion Street is being used as a storage facility by the building owner which is incompatible with the zoning code. Sec. 75-342. - Uses allowed.

The building housing Cucos Restaurant is still undergoing renovations.

The Pex Theater which holds The Country Kitchen had its marquee badly damaged by heavy rain. The restaurant remains open with people entering from the back entrance. The marquee has still not been repaired.

The Ribbon Cutting for Sumter Street Station Apartments is postponed until 100% occupation of the apartments.

Woodmen Life had a ribbon cutting and then announced they would be moving to W. Marion St. in September.

Summary

Briar Patch Festival vendor applications are now closed. Vendor interest has increased since 2016.

The sponsorship drive by Eatonton Main Street has not gone well. Businesses would prefer to sponsor events, rather than have an annual subscription. This may cause cash flow issues for certain events in the future, as the event part of the promotions budget is based purely on donations.

Discussion and Possible Action on Supplemental Agreement #1 with the Georgia Department of Transportation Attachment #6B

Motion was made by Doster and seconded by Gorley to approve the Supplemental Agreement #1 with the Georgia Department of Transportation Contract no PI#0011702, Putnam County, SR 24 from SR 16 to N of East Harris Street/Willie Bailey Street and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

Discussion and Possible Action on Second Amendment to the Subscribed Regulatory Compliance Service Program Agreement Attachment #6C
Motion was made by Haley and seconded by Mangum to approve the second amendment to the Subscribed Regulatory Compliance Service Program and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Appoint an Election Superintendent and an Absentee Ballot Clerk for the November 7, 2017 Municipal Election*Attachment #6D**

Motion was made by Doster and seconded by Walker to approve the proposed Resolution appointing Gary Sanders, Election Superintendent and Lisa Yates, Absentee Ballot Clerk for the November 7, 2017 Municipal General Election and authorize Mayor Rocker to sign. Motion carried by a vote of 6-0. Councilman James Gorley abstained from voting.

**Proposed Resolution to Ratify the Action of the Mayor in Signing a Warranty Deed*Attachment #6E**

City Administrator Sanders advised when the City transferred the water and sewer assets to the Eatonton-Putnam Water and Sewer Authority, this property was transferred, but the deed was not done.

Motion was made by Haley and seconded by Mangum to approve the Resolution Ratifying the action of Mayor Rocker in signing a Warranty Deed and authorize Mayor Rocker to sign the Resolution. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Ratify a Contract Change Order for the Transportation Enhancement Project*Attachment#6F**

Motion was made by Haley and seconded by Gorley to approve the Resolution to Ratify a contract change order for the Transportation Enhancement Project and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Adopt a Net Millage Rate for 2017*Attachment #6G**

City Administrator Sanders advised the City has given proper notice of the proposed millage rate with the publication of the 5-year history of levy notice in the paper and on the City’s website. There is no property tax increase.

Motion was made by Walker and seconded by Mangum to approved the proposed Millage Rate of 9.494 for 2017 on property subject to Ad Valorem Taxation by the City and authorize Mayor Rocker to sign forms and other such supporting material as may be required to accomplish the intended purpose of this Resolution. Motion carried by a unanimous vote of 7-0.
Alcohol License for Consumption of Liquor by the Drink, Beer, and Wine on the Premises
- Ben and Patricia Payne d/b/a The Frisk Pub at 117 North Jefferson Avenue, Eatonton,
GA Attachment #6H

Motion was made by Doster and seconded by Haley to approve Alcohol License for
consumption of Liquor, by the drink, Beer, and Wine on the premises, requested by Ben and
Patricia Payne d/b/a The Frisk Pub at 117 North Jefferson Avenue, Eatonton, GA. Motion
carried by a unanimous vote of 7-0.

Motion was made by Walker and seconded by Doster to add appointment of department heads to
the agenda. Motion carried by a unanimous vote of 7-0.

Motion was made by Walker and seconded by Haley to re-appoint all department heads with the
exception of the City Clerk. Motion carried by a unanimous vote of 7-0.

**Department Heads Re-appointed:**

*Buildings and Grounds Supervisor- Bennie Mosley*
*Fire Chief-Eugene Hubert*
*Gas Superintendent-Charlie Bales*
*Street Supervisor -Joseph Hawkins*
*Police Chief-William Kent Lawrence*
*Main Street director-Andrew Simpson*
*Senior Citizen Director- La Toshia Maddox*

Motion was made by Walker and seconded by Doster to re-appoint Sarah Abrams as City Clerk.
Motion carried by a vote of 6-0. Councilman James A. Gorley abstained.

Motion was made by Walker and seconded by Doster to pay the bills if and when the funds
become available. Motion carried by a unanimous vote of 7-0.

Councilman Butts discussed Irma and if the City was prepared for the storm. City Administrator
Gary Sanders advised the City is good on supplies and in good shape.

Councilman Butts expressed words of appreciation for the out pouring of sympathy during the
loss of his brother.

Councilman Butts discussed garbage service at the Sumter Street Station Apartments. Butts
requested if something could be done because of the overflow of garbage around the dumpster.
City Administrators Sanders advised he would reach out to the Sumter Street Station
management and inquire into them providing an additional dumpster for their customer.

Councilman Gorley congratulated the Police Department on receiving 100% on their GCI audit.
City Administrator Gary Sanders advised the contractor for the City’s LMIG resurfacing project will start deep patching on Godfrey Road later this week or early next week to finish up this year’s project list. Mid-State Striping will be here in the next week or two to stripe Dickey Drive and Madelyn Avenue.

City Administrator Sanders reminded Council to please remember the called meeting to consider the budget this Thursday, September 7 at 6:00PM at the Hut.

City Administrator Sanders advised the Regional Commission Council will meet Thursday, September 14 at 6:00 PM.

Mayor Rocker asked if there was any other business to be conducted before we adjourn. There being none, motion was made by Walker and seconded by Gorley to adjourn. Motion carried by a unanimous vote of 7-0. Meeting adjourned 7:30 PM.

__________________________________________
Walter C. Rocker, Jr., Mayor

ATTEST:

__________________________________________
Sarah E. Abrams, City Clerk
City of Eatonton
Special Called Meeting
FY2018 Budget
Thursday, September 7, 2017
The Hut
400-A West Marion Street
Eatonton, Georgia 31024
(706) 485-3311

Elected Officials Present:
  Mayor Walter C. Rocker, Jr.
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilwoman Teresa Doster
  Councilman James A. Gorley
  Councilman Charles R. Haley
  Councilman William Mangum, Jr.
  Councilwoman Alma Stokes

Elected Officials Absent:
  Councilman Alvin Butts

Staff Members Present:
  City Administrator, Gary Sanders
  City Clerk, Sarah Abrams

Mayor Walter C. Rocker, Jr. called the meeting to order at 6:00 PM.

Invocation was given by Councilman William C. Mangum, Jr.

Old Business:

Proposed Resolution to Adopt a Balanced Budget for the City Fiscal Year 2018
Attachment #2

Public Comments: None
Reading of Rules for Public Comments – Omitted

City Administrator Gary Sanders read the FY 2018 Proposed Budget for the City of Eatonton.

Motion was made by Walker and seconded by Gorley approve the Proposed Resolution to Adopt a Balanced Budget for the City Fiscal Year 2018 and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 6-0.

Adopted FY 2018 Budget for City of Eatonton $6,082,103

Motion was made by Walker and seconded by Gorley to adjourn. Motion carried by a unanimous vote of 6-0.
Meeting adjourned at 6:05 PM

__________________________
Walter C. Rocker, Jr, Mayor

ATTEST:

__________________________
Sarah E. Abrams, City Clerk
RESOLUTION

A RESOLUTION by the City Council of the City of Eatonton, Georgia, to accept a bid response for the FY2016 Community Development Block Grant project and for other purposes.

WHEREAS, the Mayor and Council of the City of Eatonton, Georgia, have found the Community Development Block Grant Program to be a necessary and desirable funding option in order to improve streets, drainage, and sidewalks in Eatonton, Georgia.

WHEREAS, the Georgia Department of Community Affairs awarded such grant to the City of Eatonton for FY2016; and

WHEREAS, the City of Eatonton requested bids from contractors to perform the specified work generally along Church Street inside the City of Eatonton; and

WHEREAS, Sellers Contracting Services provided the lowest responsible bid to meet the requirements of the request.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE MAYOR OF THE CITY OF EATONTON IS HEREBY AUTHORIZED TO ENGAGE SELLERS CONTRACTING SERVICES IN THE WORK ASSOCIATED WITH THE FY2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT ON CHURCH STREET AND TO SIGN CONTRACTS, CHANGE ORDERS, LETTERS, AND OTHER SUPPORTING AND RELATED DOCUMENTS AS MAY BE NECESSARY TO ACCOMPLISH THE GOAL OF THIS RESOLUTION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of September, 2017.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
September 14, 2017

Mr. Gary Sanders  
City of Eatonton  
201 North Jefferson Street  
Eatonton, GA 31024

SUBJECT: FY 2016 CDBG – Storm Drainage and Street Improvements – Church Street Area  
C&S File: D8700.001

Dear Mr. Sanders:

As you are aware, bids were received and opened for the above subject project on Friday, August 25, 2017. A total of three (3) responsive bids were received. Sellers Contracting Services, with a total base bid of $815,000, was determined to be the low bidder.

At this time, Carter & Sloope, Inc. recommends that the City of Dublin enter into an Agreement with Sellers Contracting Services, to construct the project titled, “FY 2016 CDBG – Storm Drainage and Street Improvements – Church Street Area” in the amount of $815,000.00.

I have enclosed (3) three copies of the Bid Tabulation for your use and review. Also, you will find (4) four copies of the Notice of Award. Please sign each of the enclosed documents and return them to me undated as soon as possible. I’ll then forward them along to the Contractor for his signature. All documents will be dated appropriately when executed specification booklets are distributed.

Please contact me with any comments or questions.

Sincerely,

CARTER & SLOOPE, INC.

[Signature]

Charlie Bridges, Project Manager
Enclosures: (3) Copies of Bid Tabulation  
(4) Copies of Notice of Award

cc: ALGA, Inc. w/enc.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to Authorize the Mayor to Sign an Amendment to the Area Agency on Aging Contract for SFY 2018 and for other purposes.

WHEREAS, the City of Eatonton has received notification from the Middle Georgia Regional Commission that an amendment to the SFY 2018 Area Agency on Aging contract is required to reflect adjustments made as a result of the Regional Commission’s first official allocation of funding; and

WHEREAS, SFY 2018 Area Agency on Aging contract funding amounts are based on a planning budget from the Division of Aging Services and are subject to change based upon actual funds received; and

WHEREAS, as the fiscal year moves forward, any changes to available funding will result in additional contract amendments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE MAYOR IS AUTHORIZED TO SIGN THE CONTRACT AMENDMENT BETWEEN THE MIDDLE GEORGIA REGIONAL COMMISSION AREA AGENCY ON AGING AND THE CITY OF EATONTON FOR SFY 2018 AND OTHER SUCH SUPPORTING MATERIAL AS SHALL BE NECESSARY FOR THE PROPER EXECUTION OF THE AMENDMENT.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 18th day of September, 2017.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
MIDDLE GEORGIA REGIONAL COMMISSION
AREA AGENCY ON AGING
CONTRACT

RC/AAA ADMINISTRATIVE INFORMATION:

Expense X
DHS Contract #42700-373-0000060371
Total Obligation: $172,536

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SECTION I – GENERAL CONTRACT PROVISIONS:

PARA #101 CONTRACT BETWEEN:

This Contract is made and entered into by and between the Middle Georgia Regional Commission (RC), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the RC;

AND

City of Eatonton
201 N. Jefferson Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Bibb County, Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors is a partner, employee, or agent of the RC, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

RC Contract Section II, Paragraph #201, A.2 is amended as follows:
SECTION II – SPECIAL TERMS AND CONDITIONS:

A. The Contractor agrees:

2. That the approved budget for all fund sources or program is attached hereto as Appendix B.

RC Contract Section III, Paragraph #301

Is Amended to Read:

SECTION III – CONTRACT PAYMENT PROVISIONS:

PARA #301 RC PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT:

The total approved budget for the entire Contract is $172,536. Total payments to the Contractor shall not exceed $161,346.

X TITLE III OLDER AMERICANS ACT

The total approved budget (Appendix B) for Title III is $111,900, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Congregate Meals $10.38/Unit
Home-Delivered Meals $10.27/Unit

A. July 1 through September 30 – Reimbursement for this period will not exceed $25,177. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $75,533, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $100,710.

TITLE III MATCH REQUIREMENT:

Certified Cost Only ____ In-Kind ____ Both X

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $11,190, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

SOCIAL SERVICES BLOCK GRANT (SSBG)
The total approved budget (Appendix B) for SSBG is $-0-, and payment for reimbursement of expenses shall not exceed this amount according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

A. July 1 through September 30 – Reimbursement for this period will not exceed $-0-. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $-0-, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $-0-.

SSBG MATCH REQUIREMENT:

Certified Cost Only _____ In-Kind Only _____ Both ____

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $-0-, which represents 12% of the total Social Services Block Grant (SSBG) portion, exclusive of any applicable credits. The certified cost/ expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 12% of the total SSBG expenditures reported for each service less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304 of this contract.

TITLE VII, LTCO ACTIVITY

The total approved budget (Appendix B) for Title VII, LTCO Activity is $-0-, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below.

A. July 1 through September 30 – Reimbursement for this period will not exceed $-0-, or 25% of the allocation as reflected on the then current budget attached hereto as Appendix B. Any excess funds can be used for expenses through the remainder of the Contract period.

B. October 1 through June 30 – Reimbursement for this period will not exceed $-0-, plus any excess funds from first quarter, and this Contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

Total Contract reimbursement for expenses shall not exceed $-0-.

TITLE VII, LTCO, MATCH REQUIREMENT:

Certified Cost Only _____ In-Kind _____ Both ____

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $-0-, which represents 10% of the total Older Americans Act portion of the Contract excluding any applicable credits. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly in an amount not less than 10% of the total.
monthly Older Americans Act project expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304.

__TITLE V OLDER AMERICANS ACT__

The approved budget (Appendix B) for Title V is $0-. The RC will pay the Contractor monthly payments based upon reimbursement for expenses incurred, which are within the approved budget.

Total Contract reimbursement for expenses shall not exceed $0-.

**TITLE V MATCH REQUIREMENT:**

Certified Cost Only ____ In-Kind Only ____ Both ____

The Contractor agrees to furnish annual cost/cash contribution or in-kind match of $0-, which represents 10% of the total cost of the Title V Senior Community Service Employment Program (SCSEP) portion of this Contract, exclusive of any applicable credits. The certified cost/expenditures or in-kind match values will be expended/reported by the Contractor monthly in an amount not less than 10% of the total Title V SCSEP expenditures reported, less any applicable credits. Requirements for certified cost and/or in-kind match are specified in Paragraph 304 of this contract.

__COMMUNITY-BASED SERVICES (CBS)__

The approved budget (Appendix B) for Community-Based Services (CBS) is $0-. Community-Based Services funds might include a combination of state revenue funds and tobacco settlement funds. The RC will pay the Contractor monthly payments based upon the number of units served times the fixed rate per unit as specified below for expenses incurred for the approved services rendered. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Total Contract reimbursement for expenses shall not exceed $0-. 

__ALZHEIMER'S__

The approved budget (Appendix B) for Alzheimer's is $0-. The RC will pay the Contractor monthly payments based upon reimbursement for expenses incurred for the approved services rendered.

For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

Total Contract reimbursement for expenses shall not exceed $0-. 

__LTCN STATE SUPPLEMENTAL__
The approved budget (Appendix B) for LTCO State Supplemental is $-0-. The RC will pay the Contractor monthly payments based upon reimbursement for expenses incurred for the approved services rendered.

Total Contract reimbursement for expenses shall not exceed $-0-.

**NSIP NUTRITION SERVICES INCENTIVE PROGRAM**

The total approved budget (Appendix B) for NSIP is $60,636, payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below. For services reimbursed at a fixed rate per unit, the RC will pay the Contractor payments based upon the number of units served times the fixed rate per unit as specified below:

- **Home-Delivered Meals** $10.27/Unit

Total Contract reimbursement for expenses shall not exceed $60,636.

**SECTION V:**

**PARA #501 CONTRACT APPENDICES INCLUSION:**

This contract includes Appendices as listed below, which are hereto attached and made a part hereof:

- Appendix B - Budget Fund Source Summary
This Contract Amendment constitutes the full and complete agreement between the parties hereto and is part of the original contract dated July 19, 2017, for the State Fiscal Year 2018.

**WITNESS:**

\[Signature\]

**MIDDLE GEORGIA REGIONAL COMMISSION:**

\[Signature\]

M. A. "Butch" Hall, Council Chairman

\[Date Signed by Council Chairman\]

\[Signature\]

Laura Mathis, Executive Director

\[Date Signed by Executive Director\]

**CITY OF EATONTON**

\[Signature\]

Walter C. Rocker Jr., Mayor

\[Date Signed by Mayor\]
## Appendix B

### BUDGET FUND SOURCE SUMMARY - SFY 2018-01

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MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING #2017-091801
Authority's FEI #:

SECTION I. GENERAL MEMORANDUM OF UNDERSTANDING PROVISIONS:

PARA #101. MEMORANDUM OF UNDERSTANDING BETWEEN:

This Memorandum of Understanding is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the "City";

AND

Eatonton Downtown Development Authority
305 North Madison Avenue
Eatonton, GA 31024

legally empowered to enter into this memorandum of understanding pursuant to the laws of the State of Georgia hereinafter referred to as the "Authority".

This memorandum of understanding is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Memorandum of understanding shall be brought in a court or other forum of competent jurisdiction within Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the purchasing process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to contract portions of any City agreement to minority business enterprises. Those who utilize qualified minority sub contractors may qualify for a Georgia state income tax deduction for qualified payments made to minority sub contractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this memorandum of understanding shall be construed to constitute the Authority, any of its employees, agents, or sub contractors as a partner, employee, or agent of the City, nor shall either party to this memorandum of understanding have any authority to bind the other in any respect, it being intended that each shall remain independent.

PARA #102. PERIOD OF MEMORANDUM OF UNDERSTANDING:

This memorandum of understanding has an effective beginning date of September 1, 2017 and shall terminate on the August 31, 2018, unless terminated earlier under other provisions of this memorandum of understanding.

PARA #103. CITY AND AUTHORITY CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Authority may be changed during the term of this memorandum of understanding by written notification to the other party by the City's division or office representatives or by the Authority.

The City's mailing address and telephone number for correspondence, reports, and other matters relative to this memorandum of understanding, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Authority's mailing address and telephone number for correspondence, reports, and other matters relative to this memorandum of understanding are:

Eatonton Downtown Development Authority
Attn: Teresa Doster
P.O. Box 4384
Eatonton, Georgia 31024
Telephone #: 706-484-0693
PARA #104. NONDISCRIMINATION BY AUTHORITY AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Authority agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Authority agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Authority agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Authority agrees to require any sub contractor performing services funded through this memorandum of understanding to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Authority agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual's records. Authority further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Authority and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. MEMORANDUM OF UNDERSTANDING MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this memorandum of understanding as an amendment indicating the City memorandum of understanding number involved, the original memorandum of understanding parties and the original effective date of the memorandum of understanding and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY’S RIGHT TO SUSPEND MEMORANDUM OF UNDERSTANDING:

The City reserves the right to suspend the memorandum of understanding/subgrant in whole or in part under this memorandum of understanding provision if it appears to the City that the Authority is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this memorandum of understanding, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this memorandum of understanding that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this memorandum of understanding, and the remainder of this Memorandum of understanding shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this memorandum of understanding shall not affect any other part of this memorandum of understanding, and the remainder of this memorandum of understanding shall continue to be of full force and effect.

PARA #110. TERMINATION:
A. Lack of Funds. This memorandum of understanding may be terminated if designated funding fails to be collected in sufficient amounts.

B. Due to default or for cause. This memorandum of understanding may be terminated for cause, in whole or in part, at any time by the City for failure of the Authority to perform any of the provisions hereof. Should the City exercise its right to terminate this memorandum of understanding under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Authority will be required to submit the final invoice and reports not later than 45 days after the effective date of written notice of termination. Upon termination of this memorandum of understanding, the Authority shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this memorandum of understanding.

C. For Convenience. This memorandum of understanding may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this memorandum of understanding must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this memorandum of understanding may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Authority becomes insolvent or liquidation or dissolution or a sale of the Authority's assets begins.
2. Authority or any sub contractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Authority or any sub contractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Authority has exhibited an inability to meet its financial or services obligations under this memorandum of understanding.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Authority under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Authority for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Authority.
8. The City deems that such termination is necessary if the Authority or any sub contractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the City's personnel, customers, clients, facilities, or services.
9. Authority is debarred or suspended from performing services on any public memorandum of understandings.
10. Authority or any sub contractor violates or fails to comply with paragraphs 104 or 105 of this memorandum of understanding.

PARA #111. COOPERATION IN TRANSITION OF SERVICES:
Reserved

PARA #112. FORCE MAJEURE:

Each party will be excused from performance under this memorandum of understanding to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this memorandum of understanding nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Authority from its liability for work performed by any sub contractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this memorandum of understanding.

PARA #113. ACCESS TO RECORDS AND INVESTIGATION:
Reserved

PARA #114. COLLECTION OF AUDIT EXCEPTIONS
Reserved

PARA #115. SUBMEMORANDUM OF UNDERSTANDINGS:
Any sub contract or delegation of the authority herein will be submitted to the City for approval prior to execution. The Authority specifically agrees to be responsible for the performance of any sub contractor or other duties delegated and all provisions of this memorandum of understanding. The Authority will ensure that the sub contractor both understands and abides by all pertinent provisions of the memorandum of understanding and regulations applicable to the sub contractor. The Authority agrees to reimburse the City for any federal or state audit disallowances arising from the sub contractor's performance or non-performance of duties under this memorandum of understanding which are delegated to the sub contractor.

PARA #116. PUBLICITY:

A. Authority must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Authority. All media and public information materials must also be approved by the City Administrator. In addition, the Authority shall not display the City’s name, seal, flag or logo in any manner, including, but not limited to, display on Authority’s letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

Reserved

PARA #118. CONSULTANT/STUDY MEMORANDUM OF UNDERSTANDING:

Reserved

PARA #119. AUTHORITY/SUB CONTRACTOR:

A. The Authority agrees to maintain any required city, county and state status in good standing, qualifications, business licenses and any other special licenses required, prior to and during the performance of this memorandum of understanding.

B. The Authority is responsible to ensure that sub contractors are appropriately licensed.

C. The Authority agrees that if it loses or has sanctioned any license, certification or accreditation required by this Memorandum of understanding or state and federal laws, that this memorandum of understanding may be terminated by the City immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. Reserved

B. The Authority certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Authority's employees during the performance of this memorandum of understanding; and

2. It will secure from any sub contractor hired to work in a drug-free workplace the following written certification: As part of the sub contract agreement with Easton Downtown Development Authority, (Sub contractor's Name), certifies to the Authority that a drug-free workplace will be provided for the sub contractor's employees during the performance of this memorandum of understanding pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Authority may be suspended, terminated, or debarred if it is determined that:

1. The Authority has made false certification hersinabove; or

2. The Authority has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:
Authority hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eatonton, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this memorandum of understanding, due to any act or omission on the part of Authority, its agents, employees, sub contractors, or others working at the direction of Authority or on Authority's behalf; or due to any breach of this Memorandum of understanding by Authority; (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Authority, and this indemnification and release survives the termination of this memorandum of understanding and the dissolution or, to the extent allowed by law, the bankruptcy of the Authority.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the "funds"), the Authority agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Authority and its insurers waive any right of subrogation against the City of Eatonton, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Authority shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

**PARA #122. DEBARMENT:**

Reserved

**PARA #201. CITY AND AUTHORITY AGREEMENTS:**

**WITNESSETH:**

**WHEREAS,** the City has a need for and desires the general economic development, and promotion of the downtown area in Eatonton, Georgia; and

**WHEREAS,** the Authority has represented to the City its willingness and ability to provide the services identified herein.

**NOW, THEREFORE,** in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Authority agrees:

1. To identify specific events, productions, shows, expositions and services related to enhancing the Eatonton Downtown Development and/or other opportunities for the City, its authorities and agencies.
2. To assist in developing recommendations to enhance and/or improve the City's economic development area.
3. To identify, advertise as needed for leased space for businesses and/or services needed to make the downtown development area economically viable.
4. To assist and provide information for the City's annual audit to include the payment of the Authority's portion of the audit.
5. To provide the City with a separate annual report of the Authority's initiatives and substantive actions as such relate to the City's downtown development area. Such report is due January 31 of each year.

B. The City will:

1. Pay the Authority within 15 days of the presentation of an invoice.

C. Both parties agree:

1. This memorandum of understanding is not a lease for the facility and that any lease agreement is not a part of this memorandum of understanding.
2. Any revision will be in writing as an amendment to this memorandum of understanding.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 302.
4. This contract covers the City's previous expenditure to the Tree Board and to Eatonton Mainstreet and that the EDDA will use these funds to maintain good standing with both Tree City and with the State of Georgia for the Mainstreet program.

**PARA #301. CITY PAYMENT TO AUTHORITY:**
The City will pay the Authority upon the completion and acceptance of the work an amount not to exceed $34,030.00. Included in this amount is $18,000 earmarked for the Eatonton Main Street Program.

**PARA #302. INVOICE SUBMISSION:**
Authority is to invoice the City quarterly at a rate not to exceed $8,507.50, unless revised in writing by both parties.

**SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

**PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**
Authority agrees that all work done as part of this memorandum of understanding will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Authority, its staff, agents, or sub contractor as revealed in any subsequent audits.

**PARA #402. ENTIRE UNDERSTANDING:**
This memorandum of understanding, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this memorandum of understanding. No other understanding, oral or written regarding the subject matter of this memorandum of understanding, may be deemed to exist or to bind the parties at the time of execution.

**SECTION V:**

**PARA #501. MEMORANDUM OF UNDERSTANDING ANNEX INCLUSION:**
This memorandum of understanding includes annexes as listed below, which are hereto attached:

<table>
<thead>
<tr>
<th>Annex</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex A</td>
<td>SAVE Affidavit</td>
</tr>
<tr>
<td>Annex B</td>
<td>E-Verify</td>
</tr>
</tbody>
</table>
SIGNATURES TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EATONTON

AND

The Eatonton Downtown Development Authority

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The Authority certifies by signature hereon that the named Authority is registered with the State of Georgia and can do business in the State of Georgia and that all required reports have been filed, so as to ensure that the Authority is in good standing with the State of Georgia.

AUTHORITY EXECUTION

By: ___________________________
   Teresa Doster

As Chairperson of
The Eatonton Downtown Development Authority

Date signed by Authority

________________________

Attest

________________________

Date signed by the City

Sarah Abrams, City Clerk

Seal
Annex A
SAVE Affidavit
ANNEX B
E-VERIFY Affidavit
CONTRACT

CONTRACT #2017-091801
Contractor's FEI #:

SECTION I. GENERAL CONTRACT PROVISIONS

PARA #101. CONTRACT BETWEEN:

This contract is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the "City";

AND

The Plaza Arts Center, Inc.
305 North Madison Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of the State of Georgia hereinafter referred to as the "Contractor".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the City, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

PARA #102. PERIOD OF CONTRACT:

This contract has an effective beginning date of September 1, 2017 and shall terminate on the August 31, 2018, unless terminated earlier under other provisions of this contract.

PARA #103. CITY AND CONTRACTOR CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Contractor may be changed during the term of this contract by written notification to the other party by the City’s division or office representatives or by the Contractor.

The City’s mailing address and telephone number for correspondence, reports, and other matters related to this contract, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Contractor’s mailing address and telephone number for correspondence, reports, and other matters related to this contract are:

The Plaza Arts Center, Inc.
Attn: Roddie Anne Blackwell
305 North Madison Avenue
Eatonton, Georgia 31024
Telephone #: 706-923-1655
PARA #104. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City's policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Contractor agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual's records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Contractor and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. CONTRACT MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the City contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY'S RIGHT TO SUSPEND CONTRACT:

The City reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the City that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110. TERMINATION:

A. Lack of Funds. This contract may be terminated if designated funding fails to be collected in sufficient amounts.
B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the City for failure of the Contractor to perform any of the provisions hereof. Should the City exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract invoice and final contract reports not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
2. Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Contractor has exhibited an inability to meet its financial or services obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The City deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the City's personnel, customers, clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts.
10. Contractor or any subcontractor violates or fails to comply with paragraphs 104 or 105 of this contract.

PARA #111. COOPERATION IN TRANSITION OF SERVICES:

Reserved

PARA #112. FORCE MAJEURE:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113. ACCESS TO RECORDS AND INVESTIGATION:

Reserved

PARA #114. COLLECTION OF AUDIT EXCEPTIONS

 Reserved

PARA #115. SUBCONTRACTS:

Any subcontracts or delegation of the authority herein will be submitted to the City for approval prior to execution. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the City for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

PARA #116. PUBLICITY:
A. Contractors must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from the City’s managing programmatic division/office. All media and public information materials must also be approved by the City Administrator. In addition, the Contractor shall not display the City’s name, seal, flag or logo in any manner, including, but not limited to, display on Contractor’s letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

Reserved

PARA #118. CONSULTANT/STUDY CONTRACT:

Reserved

PARA #119. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.

C. The Contractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Contractor’s employees during the performance of this contract; and

2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor’s Name), (Subcontractor’s Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or

2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eatonton, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by contractor; (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the City of Eatonton, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

PARA #122. DEBARMENT:

Reserved

PARA #201. CITY AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the City has a need for and desires the general management, operational management and promotion of the facility commonly referred to as the Plaza Arts Center in Eatonton, Georgia; and

WHEREAS, the Contractor has represented to the City its willingness and ability to provide the services identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees:

1. To identify specific events, productions, shows, expositions and services related to cultural events and/or opportunities for the City, its authorities and agencies.
2. To assist in developing recommendations to enhance and/or improve the City's Plaza Arts Center.
3. To identify, book, print, advertise and sell tickets as needed for attendance and or sub-lease space for events, productions, shows, expositions and/or services needed to make the Plaza Arts Center an economically viable enterprise.
4. To provide the City audits every two years of the Center’s operations.
5. To provide the City with a separate annual report of the Center’s initiatives and substantive actions as such relate to the City’s Plaza Arts Center which identifies attendance at productions, shows, expositions and other such activities used to promote the Plaza Arts Center. Such report is due January 31 of each year and will cover no less than the Center’s efforts on the City’s behalf as it pertains to the occupancy of, attendance at and general usage of the Plaza Arts Center, its grounds and surrounds. Such report is to show information on a monthly basis.
6. To provide the City Administrator with a written quarterly calendar of events at least 14 days prior to the beginning of standard calendar quarters.
7. To provide the City with a current schedule of fees for the temporary rental of the facility and grounds.

B. The City will:

1. Pay the contractor within 15 days of the presentation of an invoice.

C. Both parties agree:

1. This contract is not a lease for the facility and that any lease agreement is not a part of this contract.
2. Any revision will be in writing as an amendment to this contract.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 302.

PARA #301. CITY PAYMENT TO CONTRACTOR:
The City will pay the contractor upon the completion and acceptance of the work an amount not to exceed $42,330.00.

PARA #302. INVOICE SUBMISSION:
Contractor is to invoice the City quarterly at a rate not to exceed $10,582.50, unless revised in writing by both parties.

SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:
Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits.

PARA #402. ENTIRE UNDERSTANDING:
This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501. CONTRACT ANNEX INCLUSION:
This contract includes annexes as listed below, which are hereto attached:

Annex A    SAVE Affidavit
Annex B    E-Verify
SIGNATURES TO CONTRACT BETWEEN THE CITY OF EATONTON

AND

The Plaza Arts Center, Inc.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION

By: ____________________________
   Rainey Gallagher

As Executive Director of
The Plaza Arts Center, Inc.

____________________________
Date signed by Contractor

For the City of Eatonton:

____________________________
Walter C. Rocker, Jr., Mayor

____________________________
Date signed by the City

Attest

____________________________
Attest: Sarah Abrams, City Clerk

Seal
Annex A
SAVE Affidavit
ANNEX B
E-VERIFY Affidavit
CONTRACT

CONTRACT #2017-091802
Contractor's FEI #:

SECTION I. GENERAL CONTRACT PROVISIONS:

PARA #101. CONTRACT BETWEEN:

This contract is made and entered into by and between the City of Eatonton, a municipal corporation chartered in Putnam County, State of Georgia, and hereinafter referred to as the “City”;

AND

The Eatonton-Putnam Chamber of Commerce
305 North Madison Avenue
Eatonton, GA 31024

legally empowered to contract pursuant to the laws of the State of Georgia hereinafter referred to as the “Contractor”.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Putnam County, State of Georgia.

It is the policy of the City of Eatonton that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the City of Eatonton encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the City, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

PARA #102. PERIOD OF CONTRACT:

This contract has an effective beginning date of September 1, 2017 and shall terminate on the August 31, 2018, unless terminated earlier under other provisions of this contract.

PARA #103. CITY AND CONTRACTOR CONTACT INFORMATION:

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the City and the Contractor may be changed during the term of this contract by written notification to the other party by the City’s division or office representatives or by the Contractor.

The City’s mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

City of Eatonton
Attn: Gary Sanders
P.O. Box 3820
Eatonton, Georgia 31024
Telephone #: 706-485-3311

The Contractor’s mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Eatonton-Putnam Chamber of Commerce
Attn: Roddie Anne Blackwell
305 North Madison Avenue
Eatonton, GA 31024
Telephone #: 706-485-7701
PARA #104. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City’s policy relative to nondiscrimination in employment practices because of political affiliation, religion, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

B. NONDISCRIMINATION IN CUSTOMER SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the City’s policy relative to nondiscrimination in customer service practices because of political affiliation, religious beliefs, race, color, gender, disability, age, creed, veteran status or national origin.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The Contractor agrees to abide by all state and federal laws, rules and regulations, and the City of Eatonton policy on respecting confidentiality of an individual’s records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, citizen, customer or responsible parent or guardian.

PARA #106. CONFLICT OF INTEREST:

The Contractor and the City certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain public officials or employees and the City of Eatonton, have not been violated and will not be violated in any respect.

PARA #107. CONTRACT MODIFICATION/ALTERATION:

A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the City contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. Reserved

PARA #108. CITY’S RIGHT TO SUSPEND CONTRACT:

The City reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the City that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the City, in the performance or service delivery.

PARA #109. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110. TERMINATION:

A. Lack of Funds. This contract may be terminated if designated funding fails to be collected in sufficient amounts.
B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the City for failure of the Contractor to perform any of the provisions hereof. Should the City exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor’s assets begins.
2. Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the City.
4. Contractor has exhibited an inability to meet its financial or services obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the Contractor for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
8. The City deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the City’s personnel, customers, clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts.
10. Contractor or any subcontractor violates or fails to comply with paragraphs 104 or 105 of this contract.

PARA #111. COOPERATION IN TRANSITION OF SERVICES:
Reserved

PARA #112. FORCE MAJEURE:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the City are interrupted by a force majeure event, the City will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113. ACCESS TO RECORDS AND INVESTIGATION:
Reserved

PARA #114. COLLECTION OF AUDIT EXCEPTIONS
Reserved

PARA #115 SUBCONTRACTS:

Any subcontracts or delegation of the authority herein will be submitted to the City for approval prior to execution. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the City for any federal or state audit disallowances arising from the subcontractor’s performance or non-performance of duties under this contract which are delegated to the subcontractor.

PARA #116 PUBLICITY:
A. Contractors must ensure that any publicity given to services provided herein which identify the City must receive prior approval from the City Administrator. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from the City's managing programmatic division/office. All media and public information materials must also be approved by the City Administrator. In addition, the Contractor shall not display the City's name, seal, flag or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the City Administrator.

B. Reserved

PARA #117. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

A. Reserved

PARA #118. CONSULTANT/STUDY CONTRACT:

A. Reserved

PARA #119. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.

C. The Contractor agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120. DRUG-FREE WORKPLACE:

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and

2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or

2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121. INDEMNIFICATION:

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City of Eatonton, its officers and employees (collectively "Indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys’ fees caused by; growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by contractor; (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.
If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund, bond, municipal insurance, commercial insurance or any other self-insurance funds maintained by the City (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the City of Eatonton, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

PARA #122. DEBARMENT:

Reserved

PARA #201. CITY AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the City has a need for and desires promotion of the general economic welfare, tourism and growth of Eatonton, Georgia; and

WHEREAS, the Contractor has represented to the City its willingness and ability to provide the services identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees to:

1. Identify of specific products and services related to creating and/or enhancing tourism opportunities for the City and its authorities and agencies.
2. Assist in developing recommendations to enhance and/or improve the City’s website.
3. Identify needed and available resources to enhance the tourism activities of the City, including the “downtown business district” and the Plaza.
4. Provide a semi-annual report to the City Council of the Chamber’s initiatives and substantive actions as such relate to the City or its authorities and agencies.
5. To promote tourism, obtain and analyze data, create reports and present reports to the City Council on the results of the Chamber’s efforts on the City’s behalf.

B. The City will:
1. Pay the contractor within 15 days of the presentation of an invoice.
2. Provide documents and data as available to the Contractor.

C. Both parties agree:
1. This contract is to be wholly funded with Hotel Motel tax collections.
2. Any revision will be in writing as an amendment to this contract.
3. Any revision will be paid with or deducted from the payment schedule identified in paragraph 301.
4. This contract covers membership dues, fees and assessments, leadership class dues, fees and assessments, and any tourism dues, fees and assessments for the fiscal year.

PARA #301. CITY PAYMENT TO CONTRACTOR:
The City will pay the contractor upon the completion and acceptance of the work an amount equal to 62.5% of hotel-motel excise tax collections for the City Fiscal Year 2018 (September 1, 2017 – August 31, 2018).

PARA #302. INVOICE SUBMISSION:
Contractor is to make written request for payment, which will be disbursed at the end of the City Fiscal Year. This provision may be revised in writing by both parties.
SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #401. STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal, state, county, city laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the City for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits.

PARA #402. ENTIRE UNDERSTANDING:

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

<table>
<thead>
<tr>
<th>Annex</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SAVE Affidavit</td>
</tr>
<tr>
<td>B</td>
<td>E-Verify Affidavit</td>
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</tbody>
</table>
SIGNATURES TO CONTRACT BETWEEN THE CITY OF EATONTON

AND

The Eatonton-Putnam Chamber of Commerce

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

The contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION

By: ____________________________

For the City of Eatonton:

Walter C. Rocker, Jr., Mayor

As Chairperson __________________ of
The Eatonton-Putnam Chamber of Commerce

Date signed by Contractor __________________

Date signed by the City __________________

Attest: ____________________________

Attest: Sarah Abrams, City Clerk

Seal
Annex A
SAVE Affidavit
ANNEX B
E-VERIFY Affidavit
RECOMMENDATIONS FROM THE HPC DESIGN REVIEW September 13th, 2017
TO CITY COUNCIL

On September 2ndth, the HPC reviewed an application for a Certificate of Appropriateness and our recommendations are listed below.

Application 2017-00: From Gale Prince of 407 N. Madison Ave-

Request:
The owners wish to install a covered carport behind their home. The design will be 36 feet wide and 20 feet deep with a poured concrete pad using 6x6 treated pine posts and with 35 year architectural shingles to match the existing house. (see example in photo)

Recommendations and reasons: The HPC recommended APPROVAL of the application.

The HPC board voted to approve the design as it meets all the standards of Eatonton’s historic design guidelines 3.3.4 for outbuildings. The owner is using traditional design, placing it behind the house, not attaching it to the original structure, and using materials compatible with the historic home.

Lyn Romine
HPC Chairman
Application for a Certificate of Appropriateness (COA)

To the City of Eatonton Historic Preservation Commission and City Council.

Property Address Description: 407 N. MADISON AVE, EATONTON GA
SINGLE FAMILY DWELLING- GMD 365 LL 134 PUTNAM CO.
DEED BOOK 327- PAGE 331
Property Owner: GALE PRINCE

Note: if applicant is not the owner, written permission from the owner & the owner's contact information must be provided.

Applicant: GALE PRINCE
Telephone: 404-580-1260 (MOBILE)
Mailing Address: 407 N. MADISON AVE
EATONTON GA 31024

Brief Project Description: COVERED CARPORT

Projected Start Date: 10-16-17

Permits: 
- [ ] New Building
- [ ] Addition to Building
- [ ] Major Building Improvement, Rehabilitation or Remodeling
- [ ] Existing Structures
- [ ] fence
- [ ] Sign
- [ ] Mechanical systems
- [ ] so-temporary use features, e.g., satellite dish, pool, signage, fences, paved driveways

Description of Request:
- [ ] Existing Building
- [ ] New Building
- [ ] Site Courts

Applicant Signature: GALE PRINCE

Please see page 2 of application for additional data.

OFFICE USE ONLY: Map/Lot #...
HPC: Meeting Date...
City Council Meeting Date...

RETURN FORM TO CITY HALL, 201 N JEFFERSON AVE, EATONTON, GA 31024.
IMPORTANT NOTE: Work must be completed as presented and approved.

If modifications or amendments become necessary, such changes must be presented to and approved by City Council (via an HPC meeting) prior to beginning work on any aspect of site, modification or amendment.

DESIGN GUIDELINES

The HPC uses the Secretary of Interior’s Standards and the Eatonon Historic Preservation Guidelines to make informed recommendations. Copies of the latter are available at City Hall or Planning and Development.

REQUERED MATERIALS for COA

- Description of project
- Site plan
- Contact information
- Photographs of existing structure
- Description of proposal
- Photographs of proposed site

PROJECT AND MATERIALS DESCRIPTION

ADD CARPORT

36 foot wide x 20 foot poare

CONCRETE PAD WITH 6X6 TREATED PINE POSTS. ROOF WITH 35 YEAR ARCHITECTURAL SHINGLES TO MATCH EXISTING HOUSE. SEE ATTACHED PHOTOS & SKETCHES.

REQUEST FOR PHOTOGRAPHS

Attach to application. The City engineer will review photos and determine if the project will maintain the property's historic integrity. Please note the reference numbers on photos.

Signature: Date: 9/4/19

See: Application for additional information.