



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 14, 2021

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

- 1. Presentation: Lighthouse Benefit Advisors -
Broker services and employee benefits.
- 2. Presentation: Update on County Wide Radio System -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Reappointment Of: Craig Root to the Coastal Regional Commission -
2. Approval Of: Professional Services Agreement -

An amendment to the scope of services for watershed protection monitoring for 2021 water quality monitoring and the 2021 annual report. This amendment transfers these services from Nutter & Associates to GWES, LLC. for a lump sum of \$3,500.00. *Staff recommends approval.*

3. Approval Of: Urban Camping Ordinance -

An ordinance establishing the prohibition of certain defined uses of a public park, public street or private property for a living accommodation using a mobile, movable, or temporary shelter; and other matters. *Staff recommends approval.*

4. Bid Award: Water Treatment Plant #1 Aerator Upgrades -

One proposal was received from Southern Civil, LLC, for a total of \$931,105. This amount includes a contingency of \$50,000. City engineers, Carter & Sloope, recommend awarding the bid to Southern Civil, LLC. Project will be funded by the Water & Sewer Fund. *Staff recommends sole bidder.*

5. 3530 : Approval Of: Change Order #3 WTP#1 Clearwell Project - Public Works Director Bill Coleman

Addition of 20' extensions plus an extra 14" helical plate for each pile in order to achieve the required max torque. *Staff recommends approval.*

6. Memorandum of Understanding Establishing a Cooperative Partnership Between the Camden County Board of Commissioners and the City of Kingsland -

For providing onsite clinical medical services by Camden County to eligible employees of the City of Kingsland for the period of July 1, 2021 through June 30, 2022 in the amount of \$63,141.60. This is an increase of \$503.28 over current year due to a slight increase in the clinic budget of .8%. MOU is based on Kingsland's share having a 12% clinic utilization rate. *Staff recommends approval.*

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

XI. AGENDA ITEMS



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/14/21 06:00 PM
Department: City Manager
Category: Presentation
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3524

AGENDA ITEM (ID # 3524)

Presentation: Lighthouse Benefit Advisors

Broker services and employee benefits.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3526)

5.2

Meeting: 06/14/21 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3526

Presentation: Update on County Wide Radio System



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/14/21 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3532)

DOC ID: 3532

Reappointment Of: Craig Root to the Coastal Regional Commission



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3529)

Meeting: 06/14/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3529

8.2

Approval Of: Professional Services Agreement

An amendment to the scope of services for watershed protection monitoring for 2021 water quality monitoring and the 2021 annual report. This amendment transfers these services from Nutter & Associates to GWES, LLC. for a lump sum of \$3,500.00. *Staff recommends approval.*

GWES, LLC.

PROFESSIONAL SERVICES AGREEMENT

This agreement made as of May 12, 2021 between City of Kingsland (**Client**) and GWES, LLC. (**GWES**) to perform professional services for the assignment described as follows:

Project: Watershed Protection and Management Plan
Location: Kingsland, Camden County, Georgia

Description of Project:

Our proposed scope includes the tasks listed below.

- **Task 1: 2021 Water Quality Monitoring** – GWES will provide project oversight, data analysis, and data management to ensure monitoring and reporting requirements are met. The Client will be responsible for conducting water quality sampling and coordinating laboratory testing. Services to begin in July 2021
- **Task 2: 2021 Annual Report** – GWES will submit the annual watershed monitoring report by June 30th, 2022 and coordinate question responses with GAEPD.

- I. **PROFESSIONAL SERVICES:** **GWES** agrees to perform the following Basic Services under this contract:

Refer to the City of Kingsland RFP #COK 21-016 and GWES's Watershed Protection and Management Plan proposal dated March 15, 2021 for a description of services to be provided under this agreement. The City has altered the scope of services to include the 2021 reporting year only.

- II. **COMPENSATION:** The compensation to be paid to **GWES** for providing the requested services shall be:

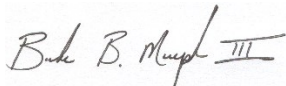
☐	Estimated Fee	\$	Enter	or Maximum Fee	\$	Enter
☒	Lump Sum	\$	3,500			
☐	Other (specify)					

GWES shall submit invoices to the **Client** monthly for services rendered. Invoices shall be accompanied by a description of services rendered and progress schedule for completion of the work. Payment is expected within net 30 days from receipt of invoice. GWES reserves the right to suspend or terminate work and to charge 1.5% per month for any invoice amount not paid within 30 days.

- III. **TERMINATION:** This Agreement may be terminated by seven (7) days' written notice from either party in the event of substantial failure by the other party and through no fault of the terminating party to perform in accordance with the terms herein. If this Agreement is

so terminated, the **Client** shall pay **GWES** for work satisfactorily completed up to the date of termination.

- IV. **INDEMNIFICATIONS:** **GWES** and the **Client** mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
- V. **INSURANCE:** **GWES** shall, prior to commencement of work, submit to the **Client** a certificate of insurance for coverage currently in effect (errors and omissions, worker's compensation, automobile, and general liability coverage). It is **GWES**'s responsibility to notify the **Client** immediately of any significant policy change or termination of coverage and to supply new certificates of insurance when policies are renewed.
- VI. **DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- VII. **NONDISCRIMINATION:** **GWES** shall comply with all applicable laws, rules, orders, and regulations of governmental authority covering the production, sale and delivery of materials or services specified herein. Such laws, rules, orders, and regulations shall include, but are not limited to, Executive Order 11246, 41CFR60-741.4, which covers Section 503 of the Rehabilitation Act of 1973, and 41CFR60-250.1, which covers the Vietnam Era Veterans' Readjustment Assistance Act of 1974, both of which are hereby incorporated by reference.
- VIII. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Georgia.

City of Kingsland		GWES, LLC.	
By:		By:	
Printed Name:		Printed Name:	Burke B Murph III
Title:		Title:	Principal
Address:	107 S. Lee Street Kingsland, GA 31548	Address:	1510 Newcastle St. Brunswick, GA 31520
Date Signed:		Date Signed:	May 12, 2021



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3533)

Meeting: 06/14/21 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3533

8.3

Approval Of: Urban Camping Ordinance

An ordinance establishing the prohibition of certain defined uses of a public park, public street or private property for a living accommodation using a mobile, movable, or temporary shelter; and other matters. *Staff recommends approval.*

#2021-10 Urban Camping Ordinance

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF KINGSLAND, GEORGIA, AND PARTICULARLY TO AMEND CHAPTER 15, ARTICLE II, BY ADOPTING SECTION 15-33: TO ADD DEFINITIONS FOR CAMP OR CAMPING, STORING PERSONAL PROPERTY, PUBLIC AREA AND INTERFERENCE WITH INGRESS OR EGRESS; TO RESTRICT CAMPING, STORING PERSONAL PROPERTY AND INTERFERENCE WITH INGRESS OR EGRESS

WHEREAS, the City of Kingsland, Georgia and the Kingsland City Council have reviewed and considered implementing an ordinance to regulate the practice of urban camping and the improper use of public areas for the benefit of the citizens of Kingsland, Georgia and its visitors.

NOW, THEREFORE, the Kingsland City Council hereby adopts this Ordinance as follows:

(a) *Definitions*. For purposes of this section:

(1) “Camp” or “camping” shall mean occupying or otherwise using a public park, public street, or private property for a living accommodation as demonstrated by erecting or using temporary structures used to provide shelter (including, but not limited to, a tent, travel trailer, recreational vehicle, or park trailer), or by using materials used to provide bedding (including, but not limited to, a sleeping bag or blanket; and in the course of such occupation or such use: (i) lying or sleeping in a single place or limited area for any substantial prolonged period of time; (ii) regularly cooking or preparing meals; (iii) depositing or discharging human waste in areas not authorized by the City of Kingsland for such deposit or discharge; (iv) performing any other activity commonly associated with occupation of a residence; or (v) any combination thereof.

(2) “Public park” shall mean and include all municipal parks, public play grounds, public plazas, attractions, and monuments.

(3) “Public street” shall mean and include all public streets, highways, rights-of-way, public sidewalks, public benches, public parking lots, and medians.

(4) “Store personal property” shall mean leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. This term shall not include parking a bicycle or other mode of transportation.

(b) *Prohibited use of public park or public street*. It shall be unlawful to camp or to store personal property in any public park or public street, as defined in this section.

(c) *Interference with ingress and egress*. It shall be unlawful to camp, to sleep, to store personal property, to sit on, or to intentionally lie down on any public park, public street, or other public property so as to interfere with ingress or egress from such public park, or public street, or other public property, or any combination thereof, or so as to interfere with ingress and egress to any private property accessed by means of such public park, or public street, or other public property, or any combination thereof.

(d) *Prohibited use of private property.* It shall be unlawful for anyone other than the owner of a private property, a leaseholder of such private property, or other rightful occupant of such private property to camp, sleep, reside, store personal property, or lie upon, any private property without the owner's or leaseholder's permission. Any such use of private property authorized by and consented to by the owner or leaseholder of such private property must be in conformity with the provisions of the Code of Ordinances of the City of Kingsland, including, but not limited to, the zoning and land use provisions of said Code of Ordinances which are applicable to such private property, and if such use is a violation of said Code of Ordinances, an authorization of such use by the landowner or leaseholder shall not nullify a violation of any provision of this section.

(e) *Warning.* No person may be arrested for violating this section until such person has received an oral or written warning to cease the unlawful conduct. If the violator fails to comply with the warning issued, he or she is subject to arrest.

(f) *Exceptions.* This section shall not be construed to prohibit any of the following behaviors:

- (1) Uses of public parks or public streets as authorized by the Mayor and Council of the City of Kingsland;
- (2) Camping on private property where such camping is a permitted use of such property under the Code of Ordinances of the City of Kingsland, and such camping is in conformity with the requirements of this section;
- (3) A person or persons sitting or lying down as a result of a medical emergency; or
- (4) A person or persons lying down, sitting on, or napping on a public park, public street, or private property where such activity does not constitute camping as herein defined, and such activity does not interfere with ingress and egress as defined herein

ADOPTED, this 14th day of June, 2021

CITY OF KINGSLAND

By: _____

Dr. C. Grayson Day Jr., Mayor

ATTEST: _____

Jean Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/14/21 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 3531)

DOC ID: 3531

Bid Award: Water Treatment Plant #1 Aerator Upgrades

One proposal was received from Southern Civil, LLC, for a total of \$931,105. This amount includes a contingency of \$50,000. City engineers, Carter & Sloope, recommend awarding the bid to Southern Civil, LLC. Project will be funded by the Water & Sewer Fund. *Staff recommends sole bidder.*



June 4, 2021

Mr. Lee Spell
City of Kingsland
107 South Lee St
Kingsland, GA 31548

SUBJECT: Recommendation of Award
2017 GEFA DWSRF: WTP #1 Aerator Upgrades
C&S File: K5000.119
GEFA DWSRF No.: 2017016

Mr. Spell:

As you are aware, bids were received and opened for the above subject project on Thursday, June 3rd, 2021. A total of one (1) proposal was received, and Southern Civil, LLC, with a total base bid of **\$931,105.00**, was the low bidder.

It is Carter & Sloope, Inc.'s opinion that Southern Civil, LLC has sufficient experience to complete the required work in accordance with the provided scope and within a reasonable time frame. At this time, Carter & Sloope, Inc. recommends the City of Kingsland enter into an Agreement with Southern Civil, LLC to perform the work under the project titled, "2017 GEFA DWSRF: WTP #1 Aerator Upgrade" in the amount of **\$931,105.00**.

I have enclosed one (1) copy of the Bid Tabulation for your use and review along with four (4) copies of the Notice of Award. Upon approval, please sign the Notice of Award and return it un-dated to my attention. I'll forward it 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.

A handwritten signature in blue ink that reads "Jared Wozny".

Jared Wozny, P.E.

Enclosures: Bid Tabulation
Notice of Award (4)

**BID TABULATION FOR ALL BIDS
RECEIVED AT CITY OF KINGSLAND
107 South Lee St. Kingsland, GA 31548
ON June 3, 2021, at 1:30PM**

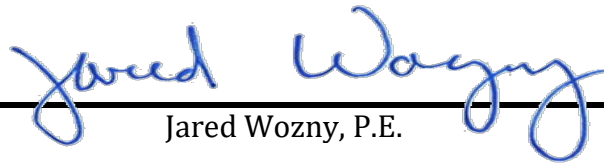
**CARTER & SLOOPE, INC
CONSULTING ENGINEERS
6310 Peake Road
Macon, GA 31210**

PROJECT:	BIDDERS:	Southern Civil, LLC.
City of Kingsland		
2017 GEFA DSWRF - WTP #1 Aerator Upgrades		P.O. Box 9
C&S PROJECT NO.: K5000.119		Townsend, GA 31331
BASE BID		
	Lump Sum Bid Price	\$881,105.00
	Allowance	\$50,000.00
	Total Base Bid Amount	\$931,105.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on June 3, 2021.

6/3/2021

Date



Jared Wozny, P.E.

Attachment: (K5000.119) WTP 1 Aerator Upgrades - Recommendation of Award (6.4.2021) : Bid (3531)

SECTION 00621-1
NOTICE OF AWARD

NOTICE OF AWARD

To: SOUTHERN CIVIL, LLC
P.O. Box 9
Townsend, GA 31331

Date: _____

PROJECT: **WATER TREATMENT PLANT #1 AERATOR UPGRADES**

The OWNER has considered the BID submitted by you on June 3, 2021, for the above described WORK in response to its Advertisement for and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Nine Hundred Thirty-One Thousand, One Hundred and Five and 00/100 Dollars (\$931,105.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF KINGSLAND

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by **SOUTHERN CIVIL, LLC** this _____ day of _____, 20____.

By: _____

Title: _____

City of Kingsland
Water Treatment Plant #1 Aerator Upgrades
2017 GEFA DWSRF

C & S Project No. K5000.119
May 2021
Revision 0



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3530)

Meeting: 06/14/21 06:00 PM

Department: City Manager

Category: Change Order

Prepared By: Lee Spell

Initiator: Lee Spell

Sponsors: Public Works Director Bill Coleman

DOC ID: 3530

8.5

Approval Of: Change Order #4 WTP#1 Clearwell Project

Addition of 20' extensions plus an extra 14" helical plate for each pile in order to achieve the required max torque. *Staff recommends approval.*



CHANGE ORDER # CO-003

To
City of Kingsland
 107 S. Lee St.
 Kingsland, GA 31548-5054

Project # 2020-1396FL
PO# RFP# COK 20-048

DESCRIPTION OF CHANGE	AMOUNT
	20,000.50
Total	\$20,000.50

DETAILED SCOPE OF WORK

Addition of 20' extensions plus an extra 14" helical plate for each pile in order to achieve the required maxed out torque. This is required in all thirty (30) piles in order to reach the maxed out torque per the design.

Original Contract Price	\$ 285,645.00
Amount of Change Order Previously Approved/Submitted	\$ 108,840.00
Revised Contract Amount Prior to this Change Order	\$ 394,485.00
Total This Change Order	\$20,000.50
New Revised Contract Amount	\$414,485.50

It is further understood and agreed that this written modification in no way adversely affects the validity and/or enforceability of all terms and conditions of said Agreement not specifically and expressly modified hereby.

SUBMITTED BY:

ACCEPTED BY:

 Date: Jun 3, 2021

 Date:



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 06/14/21 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 3525

AGENDA ITEM (ID # 3525)

Memorandum of Understanding Establishing a Cooperative Partnership Between the Camden County Board of Commissioners and the City of Kingsland

For providing onsite clinical medical services by Camden County to eligible employees of the City of Kingsland for the period of July 1, 2021 through June 30, 2022 in the amount of \$63,141.60. This is an increase of \$503.28 over current year due to a slight increase in the clinic budget of .8%. MOU is based on Kingsland's share having a 12% clinic utilization rate. *Staff recommends approval.*

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the City of Kingsland, Georgia (herein after the “CITY”); entered into this the ____ day of _____, 2021 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2021 and continuing through June 30, 2022 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY’s employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services, to include pre-employment screenings and applicable firefighter physicals as part of the measured usage, to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2021, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2021-2022 to be \$526,180. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2020-2021 for a pro-rated use percentage of 12% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 12% of the afore-stated \$526,180 budget, conditioned on the CITY use of the clinical services not exceeding the projected 12% use of the clinic for 2021-2022 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$63,141.60 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$5,261.80. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2021.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2021 to September 30, 2021; October 1, 2021 to December 31, 2021; January 1, 2022 to March 31, 2022; and April 1, 2022 to June 30, 2022. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h.

The services as defined herein shall only be provided to those CITY employees, and their dependents, that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This ____ day of ____ 2021

Gary A. Blount, Chairman
Camden County Board of Commissioners

ATTEST:
Kathryn Bishop, County Clerk

Dr. C. Grayson Day, Mayor

This ____ day of ____ 2021

ATTEST: _____
Jean O. Seigler,
City Clerk