



BALDWIN COUNTY REGULAR MEETING

January 16, 2024

1601 N Columbia St, Suite 220

6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis

John Westmoreland

Kendrick Butts

Sammy Halt

Henry Craig

OTHERS PRESENT

Brandon Palmer

Carlos Tobar

Dawn Hudson

Cindy Cunningham

CALL TO ORDER

Chair John Westmoreland called the meeting to order at 6:00 p.m.

INVOCATION

Mr. Craig Portwood delivered the Invocation.

PLEDGE

Mr. Craig Portwood led the Pledge of Allegiance.

PRESENTATIONS

State of the School District

Dr. Noris Price, Superintendent of Schools, thanked Commissioners for the opportunity to present the State of the School District. Dr. Price gave a presentation regarding the Baldwin County School District including information on the 6 schools, early college, learning center and three academies making up the district; programs statistics and demographics; mission and vision; focus areas and strategies; strategic plan and innovations; district successes; literacy scores and achievement levels.

DPH SHINE Program

Ms. Alicia Wright; SHINE Program Manager, presented information on the Supporting Health Initiatives & Nurturing Equity (SHINE) Program. She stated the North Central

Health District received funding from the Centers for Disease Control and Prevention. She stated the SHINE program will implement the following proven public health strategies: healthy food choices, promoting food service and nutrition guidelines, expanding fruit and vegetable voucher incentive and/or produce prescription programs; safe and accessible physical activity, connecting pedestrian, bicycle or transit transportation networks to everyday destinations; early care and education settings, improving nutrition and physical activity; COVID 19, flu and other routine adult vaccines, increasing awareness, demand and access to recommended adult vaccines. Ms. Wright stated the SHINE Program will work closely with the local health department and other community partners to build relationships and assess the County's needs related to the above strategies.

Ms. Wright encouraged Commissioners and citizens to visit their office at Heritage Place or call her for any additional information regarding the program.

APPROVAL OF MINUTES

Vice Chair Kendrick Butts made a motion to approve the minutes of the January 2, 2024 Regular Meeting and the January 2, 2024 Executive Session as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda as follows: Add the Local Maintenance Improvement Grant (LMIG) program to Agenda as Item # 12 and add the Solicitor's Victim Assistant Grant to Item # 8. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE 1 FISCAL MATTERS

Georgia Department of Transportation (GDOT) TAP Grant

Commissioner Sammy Hall read a statement regarding issues related to the multi-use path including public resistance, whether it is a dangerous area for walking / jogging/ cycling, and economic development. He stated citizens in the neighborhood have expressed their opposition many times, and they do not want this path. Mr. Hall reported he had spoken with DOT and was told the grant can be used somewhere else on another project. He stressed the point that this issue has been discussed and public comment has been received on it at numerous previous meetings. Therefore, he is ready for the Board to make a decision.

Commissioner Sammy Hall made a motion to cancel all contracts with the Georgia Department of Transportation regarding the multi-use path in the Airport area. Vice Chair Kendrick Butts seconded the motion.

Commissioner Henry Craig stated he supports the path which is in his neighborhood and disagrees with canceling the DOT contract. He concurs that DOT would allow the grant to be used elsewhere for another project; but, not cancelling the contract would keep the County from having to start at ground zero on a future project. He discussed that there are 500 homes in the that area, and there were 64 signatures on the petition presented to the County. Mr. Craig stated he is thinking about tomorrow and the future for the community. He discussed the importance of having a safe place for all to live, work, and play. He reported that, health wise, Baldwin County is at the bottom of the list compared with other counties throughout the State. He discussed the survey conducted by the County and what it was to accomplish. He reported 578 responses were received on the

survey, and a majority of respondents agreed that the community needs to improve opportunities for citizens to have safe areas to exercise. He discussed various statistics obtained through the survey. Commissioner Craig concluded by saying the government has a responsibility to take care of the people keeping them safe.

Chairman Westmoreland called for a vote on the motion to cancel the DOT contract for the multi-use path. The motion passed by the following vote:

Aye: Hall, Butts, Westmoreland
Nay: Davis, Craig

The following citizens address the Board regarding the multi-use path:

Carol Bellew, 193 Lakeshore Circle, discussed the composition of their neighborhood. She stated the neighborhood group has no interest in stopping progress and all people are welcome to the neighborhood. She stated the Union Recorder conducted a poll and approximately 90% of respondents were opposed to the path. She said the project is an inefficient use of money.

Elizabeth Campbell, Newport Road, stated she would like to apologize to the Board and everyone in the County if anyone in her neighborhood made racial remarks and opposed the path because of racial issues. She stated her opposition to the path is that it is an inefficient use of funds.

Casey Bilz, 203 Lakeshore Circle, distributed photos and discussed inadequate drainage infrastructure in the area. She thanked the Board for their vote to cancel the DOT contract. She stated she wanted to make the Board aware of the current issues related to drainage.

Joan Crumpler, Lakeshore Circle, thanked the Board for their vote to cancel the contract with DOT. She stated she had a conversation with Commissioner Davis regarding the purported racial statement related to the proposed path. She offered a private conversation with any other Commissioner about this matter. She stated Ms. Wright discussed equity assessment in her presentation earlier. Ms. Crumpler stated she felt this trail was not for equity assessment. She stated she would volunteer to serve if a committee was formed to address community health and the use of trails in Baldwin County. She thanked the Board for their patience in listening to the citizens about this issue.

Airport Advisory Committee (AAC) Recommendations & Update

Airport Advisory Committee Chairman Jim Wolfgang presented the annual slate of members for AAC. He reported all members have submitted biographical information to serve. Mr. Wolfgang stated Commissioner Henry Craig is the County liaison

Commissioners and ACC Chairman Wolfgang discussed the application and selection process for members. — have aviation background; expertise. Good members with expertise in aviation.

Commissioner Henry Craig made a motion to accept the slate of members for the Airport Advisory Committee as presented. Vice Chairman Kendrick Butts seconded the motion and it passed by the following vote:

Aye: Craig, Butts, Hall, Westmoreland
Nay: Davis

Mr. Wolfgang presented an update on Airport activities and projects. He expressed his appreciation to County staff who provide him with assistance throughout the year on Airport projects / matters.

Statewide Mutual Aid and Assistance Agreement

County Manager Carlos Tobar presented a Statewide Mutual Aid Agreement between

Baldwin County and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for mutual aid assistance in emergencies. He stated this Agreement outlines the responsibilities of participating parties and is the same Agreement the County has been a part of in past years. Mr. Tobar stated this Agreement is for four years and is valid until March 1, 2028.

Commissioner Emily Davis made a motion to approve the Statewide Mutual Aid and Assistance Agreement as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Agreement is herewith attached and made an official part of the minutes at pages ~~220~~ and ~~221~~.

Victims of Crime Act Assistance (VOCA) Grant Awards

Assistant County Manager Dawn Hudson presented the VOCA awards for the District Attorney's Office and the Solicitor General's Office. She reported both awards are from the Criminal Justice Coordinating Council, and the match has been waived for both grants. Ms. Hudson stated the Solicitor's award is for \$90, 104.00 and the District Attorney's award is in the amount of \$170,340.00.

Commissioner Emily Davis made a motion to accept both the VOCA grant awards as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Firehouse Subs Public Safety Foundation Grant Award

County Manager Carlos Tobar reported the County has received an award in the amount of \$24,493.00 from the Firehouse Subs Public Safety Foundation Board of Directors. He stated the award will be used to purchase seven TXS thermal imaging cameras and accessories.

Commissioner Henry Craig made a motion to accept the award as presented. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Tax Anticipation Note (TAN)

Assistant County Manager Dawn Hudson reported the County solicited bids for interest rates on the tax anticipation note for 2024, and two bids were received - Century Bank and Trust for 5.87% and Exchange Bank for 5.94%. Ms. Hudson recommended accepting the low bid of 5.87% from Century Bank and Trust. She reported the amount of the TAN is not to exceed \$6,500,000.00 and will be drawn upon from time to time as authorized by the Board.

Assistant County Manager Hudson presented a Resolution outlining conditions of the TAN and authorizing the Chair to execute documents to borrow from the Century Bank and Trust money to pay current year's operating expenses from time to time during the year, the aggregate amount of which is not to exceed \$6,500,000.00 and sums to bear interest not to exceed 5.87% per annum and the entire amount plus interest to be repaid on or before December 31 of the current year.

Commissioner Henry Craig made a motion to approve the Resolution setting conditions for the 2024 Tax Anticipation Note (TAN). Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Resolutio is herewith attached and made an official part of the minutes at pages ~~220~~ and .

Resolution Setting Qualifying Fees for 2024 Election

Assistant County Manager Hudson presented a Resolution Setting Qualifying Fees for 2024. She stated the governing authority is required to fix and publish a qualifying fee for each county office to be filled in the upcoming primary or election. She reported this must be done no later than February 1 of any year in which an election is scheduled to be held. Ms. Hudson stated the qualifying fee is set at 3% of the base salary for each office.

Commissioner Sammy Hall made a motion to approve the Resolution Setting Qualifying Fees as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy the Resolution is herewith attached and made an official part of the minutes at pages _____ and _____.

Local Maintenance Improvement Grant (LMIG) List

County Manager Carlos Tobar presented the road list for the 2024 LMIG program. He stated the Local Maintenance Improvement Grant (LMIG) program list must be approved by the Board for submittal to the Georgia Department of Transportation by February 1st.

Vice Chairman Kendrick Butts made a motion to approve the 2024 LMIG list as presented for submittal to the Department of Transportation. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the LMIG List is on file in the Baldwin County Public Works Department.

OLD BUSINESS

Commissioner Sammy Hall requested an update on replanting trees at the Airport. County Manager Tobar reported the trees have been ordered and should be planted the following week.

Commissioner Hall also requested information on a bicycle trail at Walter Williams Park. County Manager Tobar stated he and County Attorney Palmer are working on the agreement for this project.

Commissioner John Westmoreland requested an update on trees to be replanted on Regina Drive. County Manager responded he is waiting on the complete list from consultant, and once it is received he will send it to residents.

Commissioner Emily Davis requested that Mr. Tobar follow up with Georgia Power on some trees that they may be responsible for removing.

Vice Chairman Kendrick Butts requested an update on the intersection of Irwinton Road and Hardwick Street. County Manager responded the County and GDOT will be working together on this project.

NEW BUSINESS

There was no New Business to come before the Board.

COUNTY MANAGERS REPORT

County Manager Tobar stated he needed direction on the Oconee Heights project. He stated there has been some concern about making the streets one-way. Commissioner Hall and Chair Westmoreland stated all the residents on those four streets that will be affected need to know exactly what is going to happen in their neighborhood. They suggested door to door contact and/or sending a certified letter to all residents telling them all the details. Commissioner Hall stated he did not want to have the same issue

with this project as with the multi-use trail in the Airport neighborhood. Commissioner Davis and Vice Chairman Butts assured everyone that this would not be a repeat situation when making improvements in those neighborhoods.

Mr. Tobar presented an update on the pickleball courts. He stated Recreation Committee meeting was held to discuss this issue. It was decided that a bid package will be put together for the Board's approval, project bid, contractor selected and completion hopefully by April 1st. He stated courts will be reconstructed on both sides; 8 pickleball courts and 2 tennis courts on one side and 12 pickleball courts on the other,

Mr. Tobar reported the work on Meriwether Convenience Center should begin this week.

He stated the Plans & Specs for aquatic center have not been received yet,

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS.

Danny Register; 234 Bethlehem Church Road, stated he is representing Coopers Community to request a sign for the community. He presented a draft layout of the proposed sign which he stated meets DOT approval. Mr. Register invited everyone to the next Community meeting.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to adjourn into Executive Session at 7:40 to discuss personnel. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

REGULAR MEETING

Commissioner Sammy Hall made a motion to reconvene the Regular Session at 8:17 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the meeting at 8:18 p.m. Vice Chair Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,



John H. Westmoreland
Chairman



Cynthia K. Cunningham
County Clerk

ia K. Cunningham

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality. BALDWIN COUNTY GA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE

STATEMENT OF AGREEMENT. DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the ~~participating~~ political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply.

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE

GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE 111
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles I through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles I through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles I through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. §38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIN
REIMBURSEMENT

In accordance with O.C.G.A. 38-3-300), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1)Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2)Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3)Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4)Meals, and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to

any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

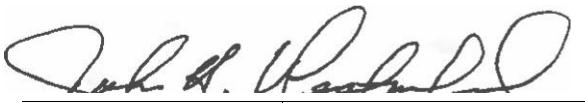
ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Attest:



Chief Executive Officer - Signature

John H. Westnoreland

Chief Executive Officer — Print Name

County/Municipality: Baldwin County, GA_____

Date: 1 / 16 / 2024

GEMA/HS Director - Signature

GEMA/HS Director — Print Name

Date:_____


APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, are the "Authorized Representative(s)" for Baldwin County, GA (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the abovenamed county/municipality:

Wayne Johnson	EMA Director
Print Name	Job Title/Position

Signature of Above Individual

Carlos Tobar	County Manager
Print Name	Job Title/Position



Signature of Above Individual

Colin Duke EMA Deputy Director	Print Name
Job Title/Position	Job Title/Position

Signature of Above Individual



Chief Executive Officer- Signature

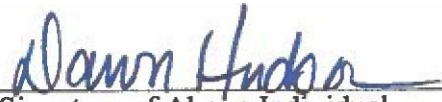
Date: 1 / 16 / 2024

_____John H. Westmoreland_____

Chief Execufrve Offcer Print Name of8

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the 'designated' fiscal offcer(s)" for Baldwin
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Dawn Hudson	Assistant County Manager/Finance
_____	_____
Print Name	Job TitleQosition
	
Signature of Above Individual	

_____	_____
Print Na.rne	Job Title/Position

Signature of Above Individual	

_____	_____
Print Name	Job Title/Position

Signature of Above Individual	

Date:_____

Chief Executive Officer - Signature

Chief Executive Officer — Print Name

RESOLUTION

WHEREAS, under and by virtue of the Constitution of the State of Georgia, Article V, Section V, Paragraph V, each city, county, and political subdivision of the State authorized to levy taxes is given the authority to make temporary loans between January 1 and December 31 in each year to pay expenses for such year upon certain conditions, and

WHEREAS, such conditions have been fulfilled by Baldwin County as hereinafter appears; and

WHEREAS, said Baldwin County has now outstanding no such temporary loans or renewals thereof made in any prior year, and

WHEREAS, the total gross income of said Baldwin County from taxes in the last preceding calendar year was ~~\$21,166,000~~; and

WHEREAS, the total anticipated income (revenue) of Baldwin County for the current year exceeds \$22,000,000; and

WHEREAS, the amount to be borrowed, \$6,500,000, plus all other temporary loans of Baldwin County for the current calendar year are less than the total anticipated revenue from all sources for such calendar year; and

WHEREAS, under the aforesaid authority, Baldwin County Board may make such temporary loans in the current year in a total amount not to exceed \$15,874,500 which amount is seventy-five percent of \$21,166,000; and

WHEREAS, said temporary loans are needed by Baldwin County to pay the current year's operating expenses; and

WHEREAS, the Baldwin County Board of Commissioners constitutes the governing body of Baldwin County.

THEREFORE, BE IT RESOLVED By the Baldwin County Board of Commissioners:

That the Chair of the Baldwin County Board of Commissioners is hereby authorized to execute documents to borrow from the Century Bank and Trust money to pay current year's operating expenses from time to time during the year, the aggregate amount of which is not to exceed \$6,500,000, said sums to bear interest not to exceed 5.87 percent per annum, and the entire amount, together with interest, to be repaid on or before December 31 of the current year. The money may be drawn upon from time to time as authorized by the Baldwin County Board of Commissioners and interest shall be paid only on that portion of the total sum which is utilized and only for the period of time it is used. The loan(s) shall be evidenced by promissory note(s) executed in the name of the Baldwin County Board of Commissioners.



John H. Westmoreland, Chair



Attest

Cynthia K. Cunningham

Adopted this 16th day of January, 2024

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BALDWIN COUNTY
SETTING QUALIFYING FEES FOR THE 2024 ELECTION AND AUTHORIZING
PUBLICATION OF SAME

WHEREAS, O.C.G.A. 21-2-131 requires the governing authority of each county, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, to fix and publish a qualifying fee for each county office to be filled in the upcoming primary or election; and

WHEREAS, a general primary, nonpartisan election, and general election are scheduled to be held in 2024;

Now, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Baldwin County, as the governing authority of Baldwin County, does hereby set qualifying fees for candidates for the county offices to be elected in 2024 as set forth in Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED, that the County Clerk is authorized and directed to publish the list of qualifying fees in accordance with the requirements of O.C.G.A. 21-2-131 no later than February 1, 2024.

THIS RESOLUTION is adopted and made effective this _____ day of 2024.
amcare

BALDWIN COUNTY BOARD OF COMMISSIONERS

John H. Westmoreland

By: John H. Westmoreland, Chairman



Cynthia K. Cunningham
Cynthia K. Cunningham, County Clerk

EXHIBIT "A"

STATE OF GEORGIA
BALDWIN COUNTY

SHERIFF	
SOLICITOR GENERAL	\$ 3,442
CLERK SUPERIOR COURT	\$ 2,016
PROBATE JUDGE	\$ 2,016
TAX COMMISSIONER	\$ 2,016
MAGISTRATE JUDGE	975
COUNTY COMMISSION	
DISTRICTS1 2 3 4	180
BOARD OF EDUCATION	
DISTRICTS2 3 4	180
CORONER	744
SURVEYOR	25