



**BALDWIN COUNTY
REGULAR MEETING
December 5, 2023
1601 N Columbia St, Suite 220
6:00 PM**

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the meeting to order at 6:00 p.m.

INVOCATION

Reverend Gregory Barnes delivered the invocation

PLEDGE OF ALLEGIANCE

The Baldwin High School Naval JROTC presented the colors and led the Pledge of Allegiance.

PUBLIC HEARING ON FY 24 PROPOSED BUDGET

Assistant County Manager Dawn Hudson presented the proposed budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024. She discussed revenues and expenditures totaling \$27,800,000 for the General Fund budget. She reported tax revenue makes up 81% of General Fund revenue with the budget based on property tax revenue of \$16,200,000 and Local Option Sales Tax (LOST) revenue estimated at \$5,800,000. Grant revenue is currently \$1,822,000 in 2024; charges for services increased by \$175,000 to \$2,416,000; fines and forfeitures are expected to be \$864,000 and other revenue of \$100,000 which is building rental, rebates, etc. Ms. Hudson highlighted General Fund Revenue with 58% coming from property taxes, which has been the same in 2022, 2023 budget and the proposed 2024 budget. 21% of the General Fund Revenue comes from LOST with the remaining revenue coming from other taxes, intergovernmental funds, charges for services, fines and forfeitures and other miscellaneous revenue. She highlighted General Fund

Expenditures reporting an 4% COLA and 2% longevity increase for classified employees. She stated the budget includes new positions for various departments including administration, IT/GIS, Clerk of Courts, Animal Control, Public Works and E911. There are also increases in the retirement contribution of 15%, insurance costs of 5%, increases in cost of supplies and maintenance costs as well as an increase in inmate medical costs of \$230,000. Ms. Hudson presented a bar chart outlining General Fund Expenditures with the majority of expenditures for public safety. She explained the majority of expenditures are for mandated services with discretionary services comprising a very small part of the budget.

Ms. Hudson discussed the following Special Revenue Funds which account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes. She stated Special District Funds account for each special taxing district

in a separate fund whereby a government may provide services only in the unincorporated area of the County and tax only those properties located in the unincorporated area to pay for these services. The Unincorporated Service Fund is a special revenue fund for the unincorporated service district which accounts for services only in the unincorporated area of the county and tax only those properties located in the unincorporated area to pay for these services. Estimated revenue is \$3,165,000 with the major source of revenue being the insurance premium tax as well as fees charged in the unincorporated area of the County. These funds are dedicated for fire protection and business services in the unincorporated areas. Ms. Hudson discussed the Solid Waste Disposal Fund which accounts for collection and disposal of solid waste in the unincorporated area of the County. The contract with Waste Management Services was extended in July 2021 for five years and the current fee is \$19.10 which will cover the current estimated cost of \$2,500,000. The E911 Fund accounts for operations of the E911 centers which provide an open channel between citizens and public safety providers to effectively and efficiently respond to calls received for emergency services and nonemergency assistance/information. E911 fees are expected to remain the same in fiscal year 2024. Ms. Hudson stated there has been an increase cost of 3% for maintenance of infrastructure and 2 new positions, and the \$327,200 revenue shortfall will be covered by General Fund Revenue.

Ms. Hudson reported enterprise funds may be used to report any activity for which a fee is charged to external users for goods and services. The County has a Water & Sewer Enterprise Fund with operating revenues for FY 24 estimated at \$5,465,000 based on current water and sewer rates. She stated budgeted revenues are sufficient to cover operating and debt service costs. Ms. Hudson reported the County currently has 9,600 water customers and 1,865 sewer customers with the average water usage of 4,800 gallons and the average bill being \$46.67.

Ms. Hudson reported the current Special Local Option Sales Tax (SPLOST) expires in March 2024. The remaining project to be completed under this SPLOST is the aquatics center. The SPLOST extension passed by referendum in March 2023 and collections began in April 2024. Estimated revenue for the SPLOST is \$55,000,000. She discussed projects included in the SPLOST being public safety facilities, equipment and improvements, communication system upgrades, recreation facilities equipment and improvements, economic development (DAMBC, airport, greenway, CSHLRA), fire administration facilities and equipment, public works facilities equipment and infrastructure (roads, bridges, storm drainage, water and sewer infrastructure improvements and expansion), public buildings facilities and equipment and City projects.

Ms. Hudson reported the Transportation Special Purpose Local Option Sales Tax (TSPLOST) passed in November 2023 and taxes will be collected March 2024 — March 2029. Estimated revenue to be collected during this period is \$45,000,000 (65% county projects and 35% city projects). The TSPLOST will be used for construction, renovation and improvements of roads, streets, bridges, drainage projects and equipment.

Assistant County Manager Hudson stated the budget is scheduled for adoption at the December 19, 2023 Regular Meeting.

There being no comments from Commissioners or citizens, the Public Hearing on the FY 2024 budget was adjourned.

PRESENTATION

Ms. Deana Perry, Vice President of State Government Affairs of Georgia with Kinetic by Windstream thanked the Board for the opportunity to provide an update on the County's broadband project. She introduced team members of field operations District Director Edward Lyman and Chris Colson who takes care of the internet service and network in Baldwin County. Ms. Perry presented information on the State Fiscal Recovery Fund for Broadband projects. She stated through a collaboration between Baldwin County and Windstream a grant was awarded for a broadband project which totals \$1,700,000 consisting of \$832,000 of state investment; \$790,000 of Windstream funding and the County's investment of \$151,000. She stated the project is for specific areas determined by the States Broadband Eligibility Map. The locations are around Lake Sinclair and Highway 22 and there are 700 locations included in the project. Currently approximately 50% of the fiber has been placed; however, once the fiber is placed there is still a great deal of technical work to be done. Ms. Perry reported the anticipated date of 100% completion of the project is March or April 2024.

APPROVAL OF MINUTES

Commissioner Henry Craig made a motion to approve the minutes of the November 21 2023 Regular Meeting as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Pickleball / Tennis Courts Resurfacing

County Manager Tobar presented information regarding resurfacing the pickleball and tennis courts. He stated the proposal from the County's annual contractor to reconstruct the courts is \$120,000 which is a savings of \$5,000 due to the County purchasing the gravel. The total of \$120,000, minus \$40,000 donations is a net cost to the County of \$80,000. Mr. Tobar presented a layout of eight pickleball courts and two tennis courts. Commissioners concurred that the courts are in deplorable condition and something must be done. However, Commissioners expressed confusion of the layout and what exactly is being proposed regarding the courts. Commissioner Henry Craig questioned the distance between the courts. Mr. Tobar responded there is a distance of eight feet. Commissioner Craig stated that distance between the courts is not sufficient because it is dangerous to have such a small distance. He stated research shows the recommended distance is a minimum of ten feet. Vice Chair John Westmoreland stated the courts we have now must be fixed; we have to maintain facilities we have. Commissioner Kendrick Butts agreed. Mr. Tobar stated when the distance between courts is increased this will cut down on the number of courts. Commissioner Hall discussed another method of repairing the courts that the County Engineer stated would be less costly and would provide a useful life of 10 years. County Manager Tobar stated he and the County Engineer didn't feel that method was the best use of county funds since the useful life of the courts would not be as long. He asked the Board if they want to proceed with the project. Commissioners concurred that Mr. Tobar should research a safe distance between courts and move forward with the project.

The following citizens addressed the Board regarding pickleball: Ms. Stephanie Spivey stated the number of pickleball players has grown and is continuing to grow; tournaments are being held which brings revenue into the county. She asked that Commissioners resurface the courts so players may play safely and continue to bring this revenue into the County. Mr. Tony Ross addressed the Board stating he is in support of upgrading the facilities. He stated he is the person who brought a proposal to the County for a public/private partnership to upgrade the facilities and operate the programs, and is willing to make a significant investment in the facilities and programs. He discussed a proposal he distributed to Commissioners that Barber Tennis would provide twenty newly serviced courts, and both the pickleball and tennis court sides could be done for \$120,000. Mr. Jeff Moore addressed the Board in support of the pickleball program. He stated the sport is all inclusive — it is for all ages and levels of ability. Anyone can contact the Rec. Department and schedule a time to come out to learn to play. He stated the number of pickleball players continues to increase and bring revenue to the County.

Chair Davis asked if the Board wishes to act on this matter. Commissioner Henry Craig made a motion to table the matter. Commissioner Kendrick Butts seconded the motion.

After discussion, Commissioner Craig withdrew his motion to table the matter and Commissioner Butts withdrew the second to the motion. Vice Chair Westmoreland stated there needs to be rules posted at the courts rather than depending on social media or a website to provide adequate information about the program. Commissioner Kendrick Butts stated there should not be specific rules for this program if the other programs do not have rules. Chair Davis requested that County Manager Tobar schedule a meeting with Recreation Director Rollins, the Recreation Committee and a couple of pickleball players to address this matter. Further discussion was held. Commissioner Craig made a motion to move forward with the reconstruction of the unlit tennis and pickleball courts. Vice Chair John Westmoreland seconded the motion.

Commissioner Hall requested further discussion on the matter. He asked for a specific amount to be authorized for the project. Commissioner Craig restated the motion that the County move forward with the reconstruction of tennis and pickleball courts as discussed for the total of \$120,000 pending receipt of the donation to the County in the amount of \$40,000. Vice Chair Westmoreland seconded the motion and it passed unanimously.

County Manager Carlos Tobar presented a Memorandum of Agreement (MOU) between the

Houston County Board of Health dba North Central Health District and the Collins P. Lee Center for implementing Supplemental Nutrition Assistance Program Education (SNAP-Ed) at the Collins P. Lee Center. The MOU acknowledges terms and understanding of the partnership between November 8, 2023 through September 30, 2024. He stated the MOU outlines the responsibilities of the parties.

Commissioner Kendrick Butts made a motion to approve Memorandum of Agreement as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy of the Memorandum of Agreement is herewith attached and made an official part of the minutes at pages and

Community Based Victim Grant for GA Porch

Assistant County Manager Dawn Hudson presented a Criminal Justice Coordinating Council (CJCC) Victims of Crime Act Assistance grant award for Community Based Victim programs through GA Porch. She stated the award is in the amount of \$84,011 for the period October 1, 2023 - September 30, 2024.

Commissioner Sammy Hall made a motion to accept the grant award as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

Drinking Water State Revolving Fund Loan Agreement

Assistant County Manager Dawn Hudson reported the County has received a Georgia Environmental Facilities Authority loan award for the Drinking Water State Revolving Loan Fund (DWSRL) in the amount of \$150,000 for service line inventory. She stated there is a \$150,000 loan forgiveness if all the loan funds are drawn down. She requested approval of a Resolution authorizing the loan and authorizing the Chair to sign related documents.

Commissioner Sammy Hall made a motion to accept the GEFA loan and approve the Resolution as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

A copy of loan documents is on file in the Commissioner's Office.

Board of Elections

Commissioner Henry Craig made a motion to table this matter. Vice Chair John Westmoreland seconded the motion. After discussion, Commissioners agreed to accept public comment on the matter.

Chair Davis stated there were two citizens who have signed up to speak on this matter.

Betsy Truscott, 110 Newport Road addressed the Board stating there was scrutiny of the last presidential election, and Georgia was one state in the spotlight. The Governor and Secretary of State stood up for the voting process and the election results. The State may mandate that counties change the way elections are handled; however, why would you want to change it when it works. There was suspicion surrounding the election; and if things are changed she stated she feels people will become even more suspicious.

Gregory Barnes, 3736 Sussex Drive, thanked Vice Chair Westmoreland and Commissioner Kendrick Butts for serving on the committee regarding the transition to a Board of Elections. He thanked Commissioners for looking at this important matter and considering action. He stated he felt the process must have total transparency from the beginning. He asked that consideration be given to not having all members of the current Board of Registrars serve as the initial Board of Elections but begin staggered terms immediately. He stated there is a lack of transparency of how those members names are selected to be presented to the Judge for appointment to the Board of Registrars. He stated he understands that the Board of Elections needs experienced members; however, he recommended that three of the members of the Board of Registrars serve on the initial Board of Elections and that staggered terms begin immediately rather than four or six years down the road. He stated that would be the most transparent way to start the new process.

Chair Davis called for a vote on the motion made by Commissioner Craig and seconded by Vice Chair Westmoreland to table the matter. The motion passed by the following vote:

Aye: Craig, Hall, Westmoreland, Davis

Nay: Butts

OLD BUSINESS

Chair Davis expressed her concern about the number of accidents on Deepstep Road. Commissioner Craig agreed this is a very dangerous road. Mr. Tobar stated the County had asked for the speed limit to be lowered. Chair Davis asked that the DOT be contacted to follow up on this. Mr. Tobar stated chevron signs have been posted on the road to make people aware.

Shirley Blizzard, 170 O'Quinn's Pond Road addressed the Board stating the road is very dangerous. She stated another wreck occurred there this morning with the victim being life flighted out. She reported that a year ago a man died in same location. She stated there are numerous problems with road but speed is the major problem, and people must slow down.

Commissioner Kendrick Butts asked for an update on the intersection of

Commissioner Kendrick Butts asked for an update on the intersection of Harper and Irwinton Roads. He stated the bushes need to be cut back at that intersection because cars pulling out do not have a clean line of sight there.

Vice Chair Westmoreland requested an update on Meriwether Convenience Center. He stated he had asked months ago for plans for repairing the center. Mr. Tobar responded Engineer Brian Wood is getting a quote for concrete.

Chair Davis requested an update on the cleanup on Minor Road, Lovers Lane and Highway 22 E Convenience Center

NEW BUSINESS

There was no new business to come before the Board.

COUNTY MANAGER'S REPORT

County Manager Tobar presented Capital & Operational Reports on County projects.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

The following people addressed the Board: Steven Bryant, 116 Newport Road. He stated he is opposed to the multi-purpose path in his neighborhood. He stated decrease in property values, security reasons for homes and increased drainage problems. He stated there are many other places for bikers, joggers and walkers to go throughout the County without a new path being built in his neighborhood. Marlene Lovejoy, 136 Newport Road, congratulated Commissioners on becoming a Community Health Champion. She expressed her opposition to the multipurpose trail. She stated it would be a disruption to neighborhood landscaping. She stated the neighborhood has been canvased, and a petition has been signed by 110 individuals who oppose the trail. Rick Bilz, 203 Lakeshore Circle, expressed his opposition to the multi-purpose trail. He stated the trail will be used by few and cause disturbance to many. Ricky Giles, 205 Lakeshore Circle, also expressed his opposition to the trail.

Commissioner Henry Craig who also lives in the airport neighborhood stated he is advocating for the multi-purpose trail. He stated it is for the safety of everyone who walks in the neighborhood and has to jump out of the way of traffic. He stated he cannot ignore the safety of citizens.

EXECUTIVE SESSION

Commissioner Kendrick Butts made a motion to adjourn into Executive Session at 8:00 p.m. to discuss property acquisition / disposition and personnel. Commissioner Henry Craig seconded the motion and it passed unanimously.

REGULAR SESSION

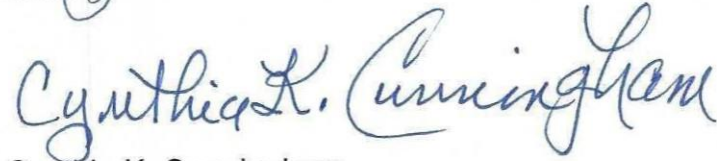
Commissioner Sammy Hall made a motion to reopen the regular meeting at 8:50 p.m. Commissioner John Westmoreland seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the meeting at 8:50 p.m.
Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,


Emily C. Davis
Chair



Cynthia K. Cunningham
County Clerk

Cynthia K. Cunningham

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF A DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT AND PROMISSORY NOTE; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE LOAN AGREEMENT AND PROMISSORY NOTE; AND FOR OTHER PURPOSES.

Recipient: Baldwin County

Loan Number: DWLSL2022110

WITNESSETH:

WHEREAS, Baldwin County (the "Borrower") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$150,000 from the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting;

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

SO RESOLVED, this day of December, 2023.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA



1
201 Second st., suite 1100 Macon, GA 31201
Phone: 478-751-6303 Fax: 478-751-6099

District Office

Memorandum of Understanding Between the Following:

Houston County Board of Health
DBA North Central Health District (NCHD)

AND

Collins P. Lee Center

FOR

Implementing Supplemental Nutrition Assistance Program Education (SNAP-Ed)

1. PURPOSE:

North Central Health District SNAP-Ed Program (NCHD SNAP-Ed) will partner with Co//ins P. Lee Center to implement Supplemental Nutrition Assistance Program Education (SNAP-Ed). This Memorandum of Understanding (MOU) acknowledges the terms and understanding of the partnership.

11. TERM & TERMINATION

NCHD SNAP-Ed and Co//ins P. Lee Center enter into this MOU starting on November 8, 2023, 2023 and ending on September 30, 2024. After the completion of the agreement period, a new MOU needs to be signed prior to continuation of services. Co//ins P. Lee Center will not partner with another SNAP-Ed funded implementing agency during the term of this agreement.

111. SCOPE OF WORK:

NCHD SNAP-Ed and Co//ins P. Lee Center will partner to serve SNAP-Ed eligible audience by implementing Eating Smart Being Active: A Healthy Eating, Active Living Curriculum (in-person or virtually) to adults ages 18-64.

SNAP-Ed eligible audience refers to the individuals who qualify to receive SNAP, TANF, WIC or other means-tested assistance programs. It also includes individuals residing in communities with a significant (50 percent or greater) portion of the community lives at or below 185% of the federal poverty level.

1) RESPONSIBILITIES OF NCHD SNAP-Ed Program:

- i. Provide SNAP-Ed Health Educator to facilitate Eating Smart Being Active curriculum.
- ii. Provide all materials for implementing Eating Smart Being Active Curriculum.



- iii. Provide marketing materials to aid in recruitment of participants for Eating Smart Being Active.

2) RESPONSIBILITIES OF Collins P. Lee center

- i. Provide space (either in person or virtually) to hold the Eating Smart Being Active classes for 8 or 9 weekly meetings.
- ii. Provide a point of contact for Co//ins P. Lee Center. The point of contact is Tommy French, Baldwin County Commissioner, 478-288-1172.
- iii. Actively recruit SNAP-Ed eligible participants for the Eating Smart Being Active classes to include posters, flyers, social media posts, information included in newsletters.
- iv. Provide the SNAP-Ed health educator with a list of names of participants prior to the first class.

IV. CONFIDENTIALITY REQUIREMENTS

The Parties to this MOU shall treat all information that is obtained or viewed by it or through its staff and subcontractors' performance under this MOU as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of its obligations.

v. CONFLICT RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this MOU, including but not limited to payment disputes, through negotiations between senior management of the parties.

VI. NOTICE

All notices under this MOU shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

FOR NCHD:
Houston County Board of Health
DBA. North Central Health District
ATTN: Chassity McKinney
201 Second Street Suite 1100
Macon, GA 31201



FOR Co//ins P. Lee Center
237 Harrisburg Rd SW
Milledgeville, GA 31061

VII. AMENDMENT IN WRITING

No amendment, waiver, termination or discharge of this MOU, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

x. CONTRACT ASSIGNMENT

The Parties to this Agreement shall not assign this MOU, in whole or in part, without the prior written consent of the North Central Health District, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

1. SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other part of this MOU 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 MOU, and the remainder of this MOU shall continue to be of full force and effect as set out herein.

XII. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this MOU shall in any way be binding or of effect between the Parties.

XIII. PROVISIONS

The Parties to the MOU agree to:

Nonduplication of efforts clause - This institution's activities will not supplant or duplicate the efforts of any other SNAP Nutrition Education funded agencies or program.

Assurance—

The Partner Agency agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section II(c) of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020), Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 et seq. and 7 CFR 272.6.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended to the Partner Agency under the authority of the Food and Nutrition Act of 2008, as amended. Federal financial assistance includes grants, and loans of Federal funds; reimbursable expenditures, grants, or donations of Federal property and interest in property; the detail of Federal personnel; the sale, lease of, or permission to use Federal property or interest in such property; the furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient; or any improvements made with Federal financial assistance extended to the Partner Agency by the USDA, State agency or local agency.

This assistance also includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Partner Agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Partner Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Partner Agency.

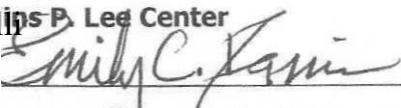
Signatures

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year first written above.

Houston County Board of Health DBA North Central Health District:

BY: Karen Ebey-Tessendorf
PRINTED NAME: Karen Ebey-Tessendorf

TITLE: District Program Manager BY.
DATE: 11/14/23

Collins P. Lee Center DATE:

PRINTED NAME: Emily C. Davis
TITLE: Chair
DATE: 12/5/23