

## **MINUTES**

### MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

### OTHERS PRESENT

Carlos Tobar
Dawn Hudson
Brandon Palmer
Cindy Cunningham

### CALL TO ORDER

Chair Davis called the April 4, 2023 Regular Meeting to order at 6:00 p.m.

### **INVOCATION**

Ms. Amy Raburn, Community Engagement Pastor at Northridge Christian Church delivered the Invocation.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chamber Executive Director Kara Lassiter

### **PRESENTATIONS**

### Litter Education and Removal

Dr. Jeff Wells presented information on Keep Milledgeville Baldwin Beautiful (KMBB). He reported that due to the pandemic, the KMBB board has gone dormant, and a steering committee has been actively working to revive it. The committee is doing all the planning and upkeep until a board is put in place to manage the program which is anticipated to be June 1 st. He discussed the background of the organization, mission, KMBB Board, budget and immediate initiatives. He discussed the importance of educating citizens on litter prevention and removal, as well as, inspiring them to act every day to improve the community.

Dr. Wells stated Keep Milledgeville Baldwin Beautiful is requesting \$1500 for the program from the County; \$1,000 from the City with business partnerships and fundraising efforts making up the rest of the funding. He also asked for support from the County is designating April 16-22, 2023 Keep Milledgeville Baldwin Beautiful and Earth Week. Dr. Wells referenced upcoming events taking place during that time and other initiatives including educational awareness.

### Education & Sharing Day by Baldwin County, GA

County Manager Carlos Tobar read a Proclamation declaring April 2, 2023 "Education and Sharing Day" in Baldwin County.

### Appreciation for Assistance Durina Recent Tornado

Chair Emily Davis expressed appreciation on behalf of the Commissioners for all those who aided Baldwin County and the City of Milledgeville during the recent tornado that hit our community.

### APPROVAL OF MINUTES

Commissioner Sammy Hall made a motion to approve the minutes of the March 7, 2023 Work Session and March 7, 2023 Regular Meeting as submitted. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

## ADMINISTRATIVE/FISCAL MATTERS

## <u>Update on Recreation Department Activities</u>

County Manager Carlos Tobar presented an update on Recreation Department activities. He discussed an increase in numbers of participants for recreation programs, use of Georgia College & State University pool, and summer programs. He reported notification for the three grant applications should be forthcoming very soon, one of which is for the aquatic center.

## Mutual Aid Agreement with City of Gordon

Chief Victor Young presented a mutual aid agreement between Baldwin County and the City of Gordon. Chief Young stated this is the same Agreement that Baldwin County has with other jurisdictions. The Agreement outlines duties of each fire service organization.

Commissioner Henry Craig made a motion to approve the Mutual Aid Agreement between Baldwin County and the City of Gordon as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of th greem t is herewith attached and made an official part of the minutes at pages and

## **Dislocated Worker Program Grant Award**

Assistant County Manager Dawn Hudson presented a Georgia Workforce Innovation and Opportunity Act (WIOA) grant in the amount of \$700,000 for the period 9/26/22 through 9/30/24 for the Dislocated Worker Program. She stated the County serves as the fiscal agent for the grant with administration fees not to exceed \$70,000.

Commissioner Henry Craig made a motion to accept the Dislocated Worker Program award in the amount of \$700,000 as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

## Accountability Court Supplemental State Funds

Assistant County Manager Hudson presented the Ocmulgee Judicial Circuit Family Treatment Court award of supplemental funds in the amount of \$4,510 for the period 4/1/23 - 6/30/23. She stated this award is made under the Accountability Courts State of Georgia Grant program. The purpose of this grant program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues.

Commissioner Henry Craig made a motion to accept the Ocmulgee Judicial Circuit Family Treatment Court award as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

### Georgia County Internship Program Grant Agreement

County Manager Carlos Tobar presented an Internship Program Grant Agreement between Baldwin County and the ACCG Civic Affairs Foundation. The program provides grant funding through the Georgia County Internship Program to reimburse certain costs to the County to employ interns to complete projects as described in the application. The Foundation will reimburse the County for the cost of wages at the rate of \$12.00 per hour for a maximum of 200 hours. The Foundation will also reimburse the County for a portion of the cost to cover the intern under the County's workers' compensation and for a portion of the FICA. The Agreement is for a period of May 1, 2023 until September 1, 2023.

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

A cop of the A eement is herewith attached and made an official part of the minutes at

### **OLD BUSINESS**

Vice Chairman John Westmoreland reported something must be done to repair the Meriwether Road Convenience Center site soon. He reported the area is continuing to deteriorate rapidly.

Chair Emily Davis reported there are a number of garbage carts throughout the County that do not have tops which causes garbage to strewn over roadways.

Commissioner Kendrick Butts asked for an update on Pounds Drive. County Manager responded the contractor will be meeting County Engineer soon.

### **NEW BUSINESS**

Ms. LaTonya Howard brief report on Women's History.

There was no other new business to come before the Board.

## COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented an update on activities to include the following: Clean Campaign Kickoff meeting; Keep Milledgeville Baldwin Beautiful; Adopt-A-Street program; scrap tire day; bid package for the 2022 CDBG project is being prepared by engineers; 2023 CDBG application is due June 2<sup>nd</sup>; first three CHIP houses being reviewed by Georgia Historic Preservation Division for environmental compliance; Office of Planning and Budget announcement of parks and law enforcement grant awards anticipated soon; Teen Center Board formation meeting scheduled April 10<sup>th</sup>; GICH meeting to be held April 12<sup>th</sup> 'Habitat for Humanity applied to DCA for CHIP grant to build four new houses; DCA to announce 2023 CHIP recipients April 14<sup>th</sup>; Disc Golf course volunteers to build bridges this weekend; RAISE grants will be announced June 28<sup>th</sup>; awaiting word from City of Milledgeville on the Land Bank IGA; working with Middle GA RC on Urban Redevelopment Plan; working with County Attorney on land use map.

### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

There were no public comments made.

## **EXECUTIVE SESSION**

Vice Chairman John Westmoreland made a motion to adjourn into Executive Session at 7:00.

p.m. to discuss personnel matters. Commissioner Sammy Hall seconded the motion and it passed unanimously.

### **RECONVENE REGULAR MEETING**

Commissioner Henry Craig made a motion to reconvene the April 4, 2023 Regular Meeting at 7:25 p.m. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

### **ADJOURNMENT**

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:25 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Chair

Cynthia K. Cunningham

County Clerk

### AGREEMENT FOR FIRE SERVICE MUTUTAL AID

THIS AGREEMENT is made and entered into thisday	7		of
20 <u>Z</u> by and between Gordon			and Baldwin
Cou ty Fire Rescue.	Fire	escue	

WHEREAS, the law of Georgia permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

WHEREAS, the law of Georgia permits Municipal Fire Departments and Fire Protection Districts to enter into confracts to provide mutual aid regarding emergency services; and

WHEREAS, the parties hereto are governmental entities and fire service organizations qualified under the law to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are given as a result of a request for assistance under certain circumstances; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency of such proportion, or under such circumstances, as to require the assistance ofother parties in controlling or managing such significant emergency; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency requiring emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

WHEREAS, the parties here to desire an agreement to provide assistance to each other at the time of a significant emergency and to provide assistance to each other at the time emergency services are given as a result of a request for assistance under certain circumstances or to provide automatic aid to each other; therefore

IT IS MUTUALLY AGREED, for and in consideration of the mutual agreements between the parties hereto, that:

- 1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its fire chief,
  - or such chiePs designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.
- 2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffng by either
- 3. The incident commander in charge of a response shall be the sole judge of how much assistance can be ftrnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in

any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

- 4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall speciÜ the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.
  - b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.
  - c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.
  - d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services ofthe responding department are no longer required.
  - e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.
- 5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.
- 6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good ofthe general public of the parties and for strictly governmental purposes.
- 7. Unless renewed by the parties within one hundred and twenty (120) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, ifrenewed, five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a one hundred and twenty (120) day advance %Titten notice is mailed or delivered to the other party.
- 8. The parties may elect to amend or speciö' additional provisions by adding a mutually agreed upon written addendum to this Agreement.
- 9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

Gordon Fire Rescue, Wilkinson County

Leva J. Ed	45
ву:	
Terry Eady	
Mayor April Smith	Fire Chief
Approved as to form and legality:  Jim Green City Attorney	
Baldwin County Fire Rescue, Baldwin County	
By: Victor Young Fire Chief  Mily ( Fany	

Chair

## GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

In exchange for valuable consideration, the parties agree as follows,

#### 1. GENERAL TERMS.

#### A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. <u>Pursuant to O.C.G.A. 36-10-1</u>, approval by the <u>COUNTY'S governing and entry on the COUNTY'S minutes is necessgry before the parties may execute.</u> Evidence thereof shall be provided to the Foundation from the COUNTY Clerk's Office as requested and incorporated into this Agreement.

## B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application ("County Grant Application") (Exhibit B) from May 1, 2023 until September 1, 2023. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

## 11. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

#### A. Use of Grant Funds.

#### 1. Amount of Reimbursement

a. Hourly Rate. The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$ 12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$ 12.00 per hour, including workers' compensation and FICA.

- b. Workers' Compensation. The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. FICA. The FOUNDATION shall reimburse the COUNTY for a portion of the cost ofpaying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.
- 2. Additional Compensation for Intern. The COUNTY may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### m. Obligations of COUNTY:

- A. <u>Use of Grant Funds</u>. Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. <u>Compensation</u>. The COUNTY shall pay interns fitnded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.

- C. <u>Internship Requirements</u>. All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. <u>Reguired Information: Proof of Payment of Intern and Reporting Requirements</u>. Upon completion of the internship, the COUNTY shall provide the following information
  - to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (EVerify Usage and Acknowledgement Form") (Exhibit C); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement fom ("Reimbursement Form") (Exhibit D); and (5) completed Intem Evaluation Form (Exhibit E). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 16, 2023 in order to be eligible to receive grant reimbursement.
- E. <u>Hiring of Intern</u>. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their intemship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 28, 2023; intem consent form ("Intern Consent Form") ßxhibit F): the intem information form ("Intern Information Form" (Exhibit G); and an intern photograph.
- F. <u>Tax Withholdings</u>. The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern's earnings.
- G. <u>Nondiscrimination in Employment Practices</u>. The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:

- 1. The Americans with Disabilities Act. The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
- 2. Fair Labor Standards Act
- 3. Georgia Security and Immigration Compliance Act. The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. 13-10-916).
- 1. <u>Duty to Notify FOUNDATION</u>. It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is tenninated by the COUNTY within five (5) days of separation.
- J. Nepotism. If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or man-iage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. <u>Campaign and Other Impermissible Activities</u>. Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Intems are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

### IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

#### V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. <u>Due to default or for cause</u>. The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III(D) not later than 20 days after the date ofwritten notice of ter<u>min</u>ation. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. <u>Due to Early Separation of Intern</u>. Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall tenninate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.
- C. <u>Natural Termination</u>. Unless otherwise tenninated, this Agreement shall terminate December 31, 2023.
- D. <u>Survival</u>. The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

### VI. Access to Records, Records Retention. and Investigation

- A. The FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The COUNTY agrees that the FOUNDATION has the authority to investigate any allegation of misconduct made by the COUNTY pertaining to this Agreement. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION reasonable access to its records and any other resources as necessary to investigate the allegation.

### VII. Hold Harmless

To the extent permitted by law, the COUNTY agrees to hold harmless the FOUNDATION, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the COUNTY, its agents or employees under any provision of this contract.

### VIII. Program Publicib' and COUNTY Participation

- A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other fonns of media.
- B. The COUNTY further agrees that any promotional infonnation by the COUNTY regarding the Georgia County Internship Program must be preapproved by the FOUNDATION.
- C. The COUNTY additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the COUNTY must be reviewed and approved by the FOUNDATION.

#### XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the FOUNDATION, or the Association County Commissioners of Georgia.
- B. Neither the FOUNDATION nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the COUNTY.
- C. Neither party to this AGREEMENT shall have the authority to bind the other party.

This AGREEMENT is executed and shall be controlled by the laws of the State of Georgia.

### MI. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by

E	xhibit AGrant Aw	ard Letter				
E	xhibit B County G	rant Application	1			
E	xhibit CE-Verify	Usage	and			
	Acknowle	edgement Form				
E	xhibit D Reimburs	ement Form				
E	xhibit E Intern Eva	aluation Form				
E	xhibit F Intern Co	nsent Form				
E	xhibit GIntern Info	ormation Form				
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Title:		Title			Internship	
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This <sup>4</sup>	ofApril , 202	This	day of	. 20	23 Grant Agreement	
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