



BALDWIN COUNTY COMMISSIONERS PUBLIC HEARING & REGULAR MEETING

July 20, 2021

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

- 1. *Oscar Davis, Sr.
- * Rusty Kidd
- *William J. Usery, Jr.

APPROVAL OF MINUTES

- 2. July 6, 2021 Work Session
- July 6, 2021 Regular Meeting
- July 6, 2021 Executive Session

ADMINISTRATIVE/FISCAL MATTERS

- 3. Workforce Innovation and Opportunity Act (WIOA) Youth Program Grant Award - Finance Director
- 4. Contract Service and Financial Agreement for Middle Georgia Workforce Development Area 11 - Finance Director
- 5. Convention and Visitors Bureau Contract - County Manager
- 6. Resolution Adopting Joint Comprehensive Plan Interim Update - County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

7. If Necessary

ADJOURNMENT

REMINDERS

August 3, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, Suite 220, 1601 North Columbia Street.

August 17, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, Suite 220, 1601 North Columbia Street.

September 6, 2021, Monday, All Non-Emergency Departments Will Be Closed in Observance of Labor Day.

September 7, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, Suite 220, 1601 North Columbia Street.

September 21, 2021, Tuesday, 6:00 p.m., Regular Meeting, Government Building, Suite 220, 1601 North Columbia Street.

NOTICE OF PUBLIC HEARING

Pursuant to the Baldwin County Building and Property Naming / Renaming Policy, notice is hereby given that a public hearing will be held Tuesday, July 20, 2021, 6:00 p.m. at the Baldwin County Government Building, 1601 North Columbia Street, Suite 220, to discuss the renaming of the Baldwin County Government Building.

Citizens will have three minutes to support the nomination of the following individuals in the order listed below:

1. Oscar Davis, Sr.
2. Rusty Kidd
3. William J. Usery, Jr.



BALDWIN COUNTY WORK SESSION

July 06, 2021

1601 N Columbia St, Suite 220

5:00 PM

MINUTES

MEMBERS PRESENT

Henry Craig
John Westmoreland
Kendrick Butts
Emily C. Davis
Sammy Hall

OTHERS PRESENT

David McRee
Carlos Tobar
Dawn Hudson
Jill Adams
Cindy Cunningham

CALL TO ORDER

Chair Henry Craig called the July 6, 2021 Work Session to order at 5:00 p.m.

ADMINISTRATIVE/FISCAL MATTERS

Community Assessment Presentation

Georgia College students Ms. Catherine Woodall and Ms. Christina Taylor presented information on their project-the Revitalization of Oconee Heights. Ms. Taylor reported research was done on blighted properties in the Oconee Heights area based on physical appearance of properties including trash, fallen debris, overgrown grass, bushes, etc. The data was compiled and a blight index was created to quantify blight in the neighborhood as a whole as well as individual properties. She stated a mean blight index score was given per road segment in the Oconee Heights community. Ms. Taylor discussed the graphic representation of the properties within the community and reported forty percent (40%) of the properties were very blighted and severely blighted. Community assets were also assessed including churches and community centers which led to the development of the community blight map and asset map allowing the team to come up with an action plan that would be beneficial to the neighborhood. Information was presented on the history of the Harrisburg community, the 2016 Harrisburg Neighborhood Revitalization and Master Plan, the vision for the Neighborhood Revitalization strategy, community assets, key partners, and strategies that leverage local strength, address key challenges and motivate local partners to work together. Five top areas and associated projects were identified - education, healthy lifestyles, jobs and economic development, housing and history and

culture. An action plan of immediate term priority projects, short term priority projects and long-term priority projects were discussed. Ms. Taylor and Ms. Woodall concluded by stating that the Work Plan provides the framework for aligning partners, residents and other resources to implement changes in the community.

Commissioners commended Ms. Taylor and Ms. Woodall for their hard work on the revitalization project. Chair Craig stated the County should put greater emphasis and more resources on blighted areas and the demolition of blighted properties. Commissioner Hall agreed that the County should move forward with addressing blight issues by assessing properties and notifying property owners to encourage voluntary cooperation. Commissioners agreed a determination be made on blighted properties as to whether the property is vacant, occupied, abandoned, unsafe or hazardous. Notices will then be sent to all property owners notifying them that the situation must be addressed.

Ms. Tina Behne addressed the Board with concerns that the County previously said property standards issues would be complaint driven, and it seems now the County will be identifying the properties. Commissioner Hall responded there are two different ordinances – Property Standards and the Unsafe Building Ordinance. Ms. Behne asked how properties become a part of a Land Bank. Chair Craig discussed particulars of how a Land Bank operates.

ADJOURNMENT

There being no further business, Commissioner Emily Davis made a motion to adjourn the Work Session at 5:55 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk



BALDWIN COUNTY REGULAR MEETING

July 06, 2021

1601 N Columbia St, Suite 220

6:00 PM

MINUTES

CALL TO ORDER

Chairman Henry Craig called the July 6, 2021 Regular Meeting to order at 6:00 p.m.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to hold an Executive Session to discuss property acquisition and litigation. Commissioner Emily Davis seconded the motion and it passed unanimously.

APPROVAL OF MINUTES

Vice Chairman John Westmoreland made a motion to approve the minutes of the June 15, 2021 Public Hearing and Regular Meeting as submitted. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Recreational Vehicle Parks Ordinance

County Manager Carlos Tobar presented the Recreational Vehicle Parks Ordinance for the Board's consideration. He stated a public hearing has been held on the proposed Recreational Vehicle Parks Ordinance and recommended changes have been incorporated. Vice Chairman John Westmoreland made a motion to approve the Recreational Vehicle Parks Ordinance as presented. Commissioner Sammy Hall seconded the motion and it passed by the following vote:

Aye: Westmoreland, Hall, Davis, Craig

Nay: Butts

A copy of the Ordinance is on file in the Commissioners' Office.

Resolution of Support for Central State Hospital Local Redevelopment Authority (CSHLRA)

County Manager Tobar presented a Resolution in support of the Central State Hospital Local Redevelopment Authority's efforts for a request to Senator Warnock's office for economic development funding. He stated the request is for funding to demolish specific structures, to preserve and stabilize the Powell Building and prepare a "shovel ready" site for the development of senior housing.

Commissioner Sammy Hall made a motion to adopt the Resolution to support the funding request of the Central State Hospital Local Redevelopment Authority for the continued

revitalization and redevelopment project at Central State Hospital. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

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

Grant Awards

Finance Director Jill Adams presented the following grant awards for the Board's consideration:

Georgia Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker grant renewal in the amount of \$215,636 for the period June 15, 2021 - June 2022 with no required match from the County.

Georgia Emergency Communications Authority (GECA) 911 Training Grant of \$10,000 for registration fees for NG911 related training courses to be paid on a reimbursement basis with no required match.

Commissioner Kendrick Butts made a motion to accept the grant awards as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Public Defender Budget for FY 2022 and Contract for Indigent Defense Services

Assistant County Manager Dawn Hudson presented the Public Defender FY 2022 budget which includes funds to convert a current part-time administrative assistant position to a full-time administrative position and will result in an increase for Baldwin County's portion of \$9,528.84 over last year's budget. The total annual budget of \$209,523.06 includes representation of indigent defendants in Superior Court, Juvenile Court and State Court. Ms. Hudson reported Baldwin County also provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including the Drug and Mental Health Courts. She also presented the contract for indigent defense services for FY 2022.

Commissioner Emily Davis made a motion to approve the FY 22 Public Defender budget and Contract for Indigent Defense Services as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Lease Agreement with State Properties Commission

County Manager Tobar presented the second amendment to the lease agreement for the Walter B. Williams recreation park property which consists of approximately 536.9 acres. He stated the lease is for twenty-five (25) years expiring June 30, 2046 for the payment of \$250.00 per year.

Commissioner Sammy Hall made a motion to approve the second amendment to the lease agreement with the State Properties Commission as presented. Commissioner Kendrick Butts 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 _____ and _____.

Agreement for Airport Coronavirus Response Grant Program (ACRGP)

County Manager Tobar reported the Coronavirus Response and Relief Supplemental Appropriations Act was enacted and funding was allocated to the Department of Transportation for distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's (FAA) Airport Coronavirus Response Grant Program (ACRGP). Mr. Tobar presented an Agreement for the Airport Coronavirus Response Grant Program with the Georgia Department of Transportation for operational expenses of the airport. Mr. Tobar stated the allocation is for \$23,000 in federal funds with no required local match and will be used for exterior lighting at the airport terminal.

Commissioner Kendrick Butts made a motion to approve the ACRGP grant award in the amount of \$23,000 as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Agreement is on file in the Commissioners' Office.

Solid Waste Contract

County Manager Tobar presented the second amendment to the Contract for Residential Solid Waste Collection and Disposal Services and Operation of Convenience Centers for the Board's consideration. He stated the language of the contract agreement dated June 25, 2009 is amended and replaced with Exhibit B. He reported the new term of the agreement is for five (5) years beginning August 1, 2021 and ending July 31, 2026 with pricing included in the contract renewal. He stated Assistant County Manager Hudson will provide information about the rate structure later in this presentation.

Mr. Tobar introduced Steve Edwards and General Manager Josh Raugh of Advanced Disposal to highlight changes included in the contract. They provided background information of the company and changes that will be made beginning with the new contract. He stated hours at centers have been expanded and made consistent among all the convenience centers. He stated Advanced Waste conducted a trial period of the new schedule, and citizen approval was overwhelming. Centers will be open Tuesday, Thursday, Saturday and Sunday from 9:00 a.m. – 6:00 p.m. Mr. Edwards also reported four (4) new trucks with canopies will be purchased to minimize litter blowing from trucks. Citizens are strongly encouraged to bag garbage so that it does not blow easily out of trucks. Mr. Edwards and Mr. Raugh stated they would entertain any questions about the collection / disposal service provided to the County.

Assistant County Manager Dawn Hudson presented information on pricing. She stated that with additional services there is an increase in price. The cost of curbside collection has increased from \$11.00 to \$14.00 per container and the extended hours of operation of centers has increased the County's center operational cost as well as the cost of disposal of waste. She reported the breakeven cost for services is slightly under \$18.00 and recommends the Board set a rate of \$18.00 per month for collection. Ms. Hudson stated an annual cost of living increase of three percent (3%) is included in the contract. It is the recommendation to also approve the 3% annual cost of living increase.

Commissioners discussed improvements at the actual centers such as appearance of centers by keeping the inside and outside areas clean. Commissioner Hall also requested that bins be

made more accessible to the elderly and handicapped who could not lift garbage into the tall boxes.

Commissioner Kendrick Butts made a motion to approve the Solid Waste contract as presented. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

Commissioner Sammy Hall made a motion to approve the rate of \$18.00 per month and to approve the annual 3% cost of living increase that is included in the contract. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

A copy of the Contract is on file in the Commissioners' Office.

Georgia Initiative for Community Housing (GICH) Resolution and Letter of Intent

County Manager Carlos Tobar presented a letter of intent to apply for technical assistance through the Georgia Initiative for Community Housing (GICH) program. He reported the County applied for inclusion in this program in 2018; however, we were not selected to participate. He stated that in order to be competitive in the selection process the County must dedicate more in the budget for travel and lodging for housing team member participation in GICH related functions. He requested the Board allocate \$3,000 per year for this item. Also, he recommended that the County commit to recruiting a roster of dedicated housing team members that represent the community including at least one elected official and representatives of organizations that serve populations most in need of housing opportunities. These organizations are those such as Overview, Inc., Family Connection, and the Cooperative Extension Service. He also encouraged the cultivation of relationships and collaborations with the school systems and agencies representing the business community.

Mr. Tobar presented a Resolution that endorses and endeavors to financially support the improvement of housing opportunities within Baldwin County by requesting the assistance of the Georgia Initiative for Community Housing Program.

Commissioner Kendrick Butts made a motion to adopt the Resolution and approve the letter of intent as presented. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

OLD BUSINESS

Vice Chairman John Westmoreland requested an update on the front area of the Government Building. Mr. Tobar responded the contractor has materials stored in this area which must be removed before the grass can be mowed.

NEW BUSINESS

Mr. Tobar reported that swimming lessons at Georgia College are now filled up. Chairman Craig encouraged everyone to get vaccinated for COVID.

COUNTY MANAGER'S REPORT

Mr. Tobar presented an update on the following activities: Middle Georgia Regional Library (formerly Twin Lakes Library) will submit an application for the Collins P. Lee Center; splash

pad construction complete; Bonner Road set to reopen in next two weeks; completed airport grant application for backup generator; submitted letter of intent for runway pavement rehabilitation; demolition and cleanup at the old Health Department building has started; new waterline pipe has been installed in Erin Shores to replace defective pipe; driveway entrance for Government Building set for completion in mid-August; speed humps need to be T-SPLOST project; and partner with beautification / "green thumb" groups to beautify parks and facilities.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

There were no public comments.

EXECUTIVE SESSION

Vice Chairman John Westmoreland made a motion to adjourn into Executive Session at 6:50 p.m. to discuss property acquisition and litigation. Commissioner Sammy Hall seconded the motion and it passed unanimously.

RECONVENE REGULAR MEETING

Commissioner Emily Davis made a motion to reconvene the Regular Meeting at 7:18 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the July 6, 2021 Regular Meeting at 7:20 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 REGION: 06

GRANT NO: 15-21-21-06-011
FAIN: AA-36314-21-55-A-13

TOTAL FUNDS: \$ 612,576

Admin not to exceed: \$ 61,258

GRANT PERIOD:
FROM: 04/01/2021 THRU: 06/30/2023

GRANT YEAR: PY 2021
PROGAM TITLE/TYPE: I Youth Program CFDA NO: 17.259

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- ☒ This award is subject to Certification Regarding the Role of the Local Grant Recipient
- ☒ This award is subject to Subrecipient Designation (if applicable)
- ☒ This award is subject to Liability Waiver
- ☒ This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- ☒ This award is subject to Certification Regarding Drug-Free Workplace Requirements
- ☒ This award is subject to Certification Regarding Debarment and Suspension
- ☒ This award is subject to Certification For Lobbying
- ☒ This award is subject to Statement of Assurances
- ☒ This award is subject to special conditions (attached)

Technical College System of Georgia
Executive Director, Office of Workforce Development

Date Executed

I, Henry R. Craig (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

Date of Acceptance

Henry R. Craig
Chairperson

Authorized Signature

Chairman

Title (typed)

CONTRACT SERVICE AND FINANCIAL AGREEMENT
 Between BALDWIN COUNTY, GEORGIA
 And
 THE EXECUTIVE COMMITTEE OF CHIEF ELECTED EXECUTIVE OFFICIALS FOR MIDDLE
 GEORGIA WORKFORCE DEVELOPMENT AREA 11
 And
 THE WORKFORCE DEVELOPMENT BOARD OF AND FOR MIDDLE GEORGIA
 WORKFORCE DEVELOPMENT AREA 11
 And
 THE MIDDLE GEORGIA CONSORTIUM, INC., A NON-PROFIT CORPORATION WHOSE MEMBERS
 ARE THE 10 COUNTIES WITHIN MIDDLE GEORGIA WORKFORCE
 DEVELOPMENT AREA 11

This AGREEMENT made and entered into in the State of Georgia, between Baldwin County, Georgia, the Executive Committee of Chief Local Elected Executive Officials for Middle Georgia Workforce Development Area 11, the Workforce Development Board of and for Middle Georgia Workforce Development Area 11, and the Middle Georgia Consortium, Inc., a non-profit corporation of the State of Georgia.

WITNESSETH:

Whereas, under the terms of the Workforce Innovation and Opportunity Act of 2014 ("Act"), certain counties and incorporated cities in Middle Georgia requested designation as a Local Workforce Development Area, and were designated as Middle Georgia Workforce Development Area 11 ("Area 11") by the State of Georgia; and,

Whereas, under the terms of the Act, the Chief Elected Executive Official of each of the units of local government' entered into a Formal Agreement, establishing an Executive Committee of local officials and their designees to function as the Chief Elected Executive Official for all purposes under the Act; and,

Whereas the Middle Georgia Consortium, Inc., (MGCI), is a corporation organized under the Georgia Non-Profit Corporation Code, whose members are the counties in Area 11, governed by a Board of Directors who are same as the members of the Executive Committee, which corporation was established to be the grant recipient, fiscal agent and to administer job training funds and other purposes; and,

Whereas, MGCI was originally formed to act as fiscal agent for federal workforce training grants, and to assure a professional staff, with the ability to assist the Executive Committee of local elected officials and the Private Industry Council, under the Job Training Partnership Act, and, since the inception of the Act, the Local Workforce Development Board (LWDB) to implement the grant in accordance with the grant terms, and regulations and policies thereunder; and,

Whereas, in accordance with the Formal Agreement, with the concurrence of the Executive Committee and the Middle Georgia Workforce Development Board (WDB), the MGCI has acted as the grant recipient, and fiscal and administrative agent for the implementation of the Act in Area 11 since the inception of the Act in 2014; and,

Whereas, in order to avoid disruption of services to citizens of Area 11, in compliance with the Georgia Workforce Investment Act of 1988, which requires that a fiscal agent must be a city or county government or a regional commission, the Executive Committee designated Baldwin County, Georgia to be the grant recipient and fiscal agent, subject to this agreement, to assure that MGCI will continue to be the administrative and programmatic entity for grant funds, and to ensure that the cooperative working relationship between the Area WDB and the Executive Committee continues.

Whereas, in order to further avoid disruption of services to citizens of Area 11, replacing the Workforce Investment Act of 1988 with the new Workforce Innovation and Opportunity Act of 2014, this agreement is further

modified to comply with the Law identifying the Board as the Workforce Development Board and the local area (Area 11) as the Workforce Development Area.

NOW, THEREFORE, it is mutually agreed as follows:

MGCI shall be reimbursed for costs incurred while acting as WIOA sub-grantee, as well as WIOA administrative and programmatic entity, as set out in the budget attached and in accordance with all applicable laws, regulations, and policies. The costs reimbursable under this AGREEMENT shall be limited to the necessary and reasonable costs of providing WIOA services subject to the terms and conditions of this AGREEMENT, and the attachments thereto. In no event shall the allowable costs for any total of the budget(s) attached hereto exceed the budgeted grants amounts. Baldwin County hereby agrees to reimburse MGCI for its actual, allowable costs up to, but not to exceed, the total amount of available grant monies.

NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS AGREEMENT, BALDWIN COUNTY SHALL HAVE NO LIABILITY FOR COSTS INCURRED WHICH EXCEED THE FUNDS OBLIGATED TO THIS AGREEMENT SHOWN BELOW. IT IS THE MGCI'S EXCLUSIVE RESPONSIBILITY TO MONITOR AND CONTROL ITS COSTS, BOTH ACTUAL AND ACCRUED, UNDER THIS AGREEMENT AND TO PROMPTLY NOTIFY BALDWIN COUNTY IF OBLIGATED FUNDS ARE INSUFFICIENT TO COVER PROJECTED COSTS. SUCH NOTICE SHOULD BE RECEIVED BY BALDWIN COUNTY WITHIN THIRTY (30) DAYS OF THE DATE THAT OBLIGATED FUNDS ARE PROJECTED TO BECOME INSUFFICIENT. BALDWIN COUNTY SHALL PROMPTLY NOTIFY THE MGCI IN WRITING CONCERNING ANY REALLOCATION. FUNDS OBLIGATED TO THIS AGREEMENT BY AMENDMENT MAY BE APPLIED TO ANY ALLOWABLE COSTS INCURRED DURING ITS PERIOD OF PERFORMANCE, REGARDLESS OF THE DATE OF THE AMENDMENT. HOWEVER, ADDITIONAL FUNDS MADE AVAILABLE BY GRANT ADJUSTMENTS APPLY ONLY TO COSTS INCURRED UPON OR SUBSEQUENT TO THE EFFECTIVE DATE OF SUCH ADJUSTMENT.

It is understood and agreed, between the parties to this AGREEMENT, that a prerequisite to any payment hereunder is the availability of funds from Federal Sources after (a) their appropriation by the Congress of the United States of America; (b) approval of the WIOA Regional Plan for Region 6 and Local Plan for Area 11 by the Technical College System of Georgia, Office of Workforce Development; and (c) the statement of grant award for the funds. It is not intended by the parties to the AGREEMENT to create an obligation of BALDWIN COUNTY above and beyond that of funds obligated to BALDWIN COUNTY by the State. Should BALDWIN COUNTY fail to receive such funds in sufficient amounts to cover reimbursement requests occasioned hereunder as a part of its other proper expenditures, then in that event, any obligation for any portion of payments due hereunder but unpayable due to lack of funds, shall be null and void and shall not be deemed to be nor construed to be an obligation of BALDWIN COUNTY. In the event such receipts are determined by the Finance Director of BALDWIN COUNTY to be insufficient or unavailable for any payment hereunder, the BALDWIN COUNTY Finance Director shall certify that fact to the other party or parties to this AGREEMENT and such certification shall be conclusive. Should funds later be appropriated and/or made available to BALDWIN COUNTY by the State retroactively to any given date for payment(s) under the terms and provisions of this AGREEMENT, it shall be valid and subsisting as to such payment(s) authorized and so funded, and they shall be made hereunder to the same extent as if the funds had been appropriated and made available in a timely fashion. BALDWIN COUNTY and MGCI agree to take all measures to assure that sufficient funds are made available to it by the State to carry out the terms and provisions of this AGREEMENT, and to keep each other informed of any notices concerning the statement of grant award.

This contract shall be effective beginning July 1, 2021 and ending June 30, 2022. BALDWIN COUNTY shall not be responsible for funds expended prior to July 1, 2021 or funds expended after June 30, 2022 under this agreement. However, certain cost incurred prior to July 1, 2021, may not be payable until after June 30, 2022. Baldwin County, Georgia will drawdown funds from the Technical College System of Georgia, Office of Workforce Development to cover these costs in the same manner as for cost incurred July 1, 2021 and thereafter.

The parties agree to the following terms and conditions:

1. Maintenance of Existing Effort

MGCI agrees that the funds provided under this AGREEMENT shall only be used to provide employment-related activities that could not be provided without this AGREEMENT from funds or sources otherwise available to MGCI, or its service providers, and that the funds under this AGREEMENT shall not be used to substitute or supplant other funds and sources of revenue. Applicable CFDA numbers for this AGREEMENT: Adult - CFDA# 17.258; Youth - CFDA# 17.259; Dislocated Worker-CFDA# 17.278; and HDCI – CFDA# 17.278.

2. Applicable Laws, Policies, and Procedures

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia, Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

3. Period of Performance

All work under this AGREEMENT, including the actual employment of any individual in a position for which reimbursement is claimed under this AGREEMENT, shall begin on July 1, 2021.

4. Administration

a. Records (Applies to the MGCI and all sub-contractors)

(1) Retention of Records

MGCI will keep on a current basis and retain for a period of at least three (3) years from the end of the Period of Performance, or provide to Baldwin County, adequate financial records which fully support all items for which reimbursement is claimed, and which show the use and application of funds received or paid to MGCI under this AGREEMENT. In the event of litigation involving any of the aforementioned records, MGCI will maintain the records in question, or provide them to Baldwin County, until the litigation is finally resolved. These financial records shall include all records required under applicable law, regulations, and policies under the WIOA.

(2) Participant Records

Records for participants shall include, but are not limited to, a completed WIOA application with attached eligibility documentation; an enrollment form for each person actually enrolled; assessment data collected on an individual; attendance and time sheets for participants; and any other participant record. Each file should contain a checklist of enclosed items for maintenance and monitoring.

(3) Employee Records

Records for employees shall include, but are not limited to, time and attendance reports signed by a supervisor and the employee showing distribution on an hourly basis of all time worked, leave taken, or other categories as appropriate for each employee for whom direct charges are claimed, evidence of wages paid to such employee during the period for which reimbursement is claimed, copies of the financial reports filed with BALDWIN COUNTY, and the worksheets generated to support the financial reports.

(4) Access to Records

The U.S. Department of Labor, Technical College System of Georgia, Office of Workforce Development (OWD), the WDB, and the Executive Committee, or authorized representatives of any of them, shall have the right to review performance and to inspect or copy any and all records, books, papers and documents which relate to this AGREEMENT at any time during its performance or thereafter until the end of the record retention periods at MGCI and Baldwin County upon reasonable demand and notice.

b. Property

Upon completion of the work under this AGREEMENT, or its termination, MGCI will dispose of any remaining property attributable to this AGREEMENT in accordance with applicable Federal law and regulations.

c. Insurance (Applies to MGCI and all sub-contractors)

(1) Fidelity Bonds

Those having responsibility for the expenditure of funds made available under this contract shall be required to maintain throughout the period of performance of this AGREEMENT, a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State of Georgia against loss of funds coming into their possession under the terms of this AGREEMENT. The existing fidelity bond in force and effect at MGCI is hereby deemed sufficient.

(2) Accident Insurance

MGCI shall ensure that all WIOA employees and participants are covered either by Georgia Worker Compensation Law or provided with on-site medical or accident insurance when such insurance is required and ensure a copy of the insurance policy or policies to Baldwin County upon request.

d. Benefits and Working Conditions (Applies to MGCI and all sub-contractors)

In conducting activities which include subsidized employment for participants, MGCI will ensure the benefits and working conditions are at the same level and to the same extent as other employees working a similar length of time and doing the same type of work for that employer.

5 Audit Requirements (Applies to MGCI and all sub-contractors/service providers)

MGCI agrees to comply with Part 200.508 – Auditee Responsibilities under the 2 CFR which reads as follows:

- a. Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of pass-through entity.
- b. Procure or otherwise arrange for the audit required by this part in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with 200.512 Report submission.
- c. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 200.510 Financial statements.
- d. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 200.511 Audit findings follow-up, paragraph (b) and 200.511 Audit finding follow-up, paragraph (c), respectively. Any ultimately

disallowed costs for which MGCI is responsible, after all applicable and available administrative and legal appeals have been exhausted, shall be reimbursed in accordance with the agreement between the member counties.

- e. Provide the Auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.
- f. If funds greater than \$750,000 are expended during MGCI's fiscal year, a single entity-wide audit must be conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156), 29 CFR Part 99 entitled, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 96 "Audit Requirement for Grants, Contract, and Other Agreements. If state funds of \$100,000 or more are expended during the fiscal year, an entity-wide audit must be conducted for that year in accordance with Generally Accepted Government Auditing Standards issued by the American Institute of Certified Public Accountants.
- g. Contract for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanction and penalties as appropriate.

MGCI further agrees to submit the required audit or financial statements in the quantities set forth below, within thirty (30) days after publication of the auditor's report:

Two (2) copies to:
 Baldwin County Board of Commissioners
 1601 N. Columbia Street
 Milledgeville, GA 31061
 Attn: Finance Director

- 6. Fraud or Criminal Malfeasance, Misapplication of Funds and/or Gross Mismanagement (Applies to MGCI and all sub-contractors)

MGCI shall maintain its existing policy regarding reporting all cases of suspected fraud or criminal malfeasance of funds.

7. Disputes

- a. Except as otherwise provided in this AGREEMENT, any dispute concerning a question or fact arising under this AGREEMENT, which is not disposed of by this AGREEMENT, shall be mediated between the parties to this AGREEMENT.
- b. Pending final decision of a dispute hereunder, MGCI shall proceed diligently with the performance of this AGREEMENT.
- c. This disputes clause does not preclude consideration of questions in law in connection with decisions provided for in the paragraph above; provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on a question of law or fact.

8. Violations of this AGREEMENT

Baldwin County will impose sanctions and penalties for violations or breaches of the terms of this AGREEMENT, as provided by applicable law, regulations, and policies under the WIOA.

9. Termination: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - a. Either party may terminate this AGREEMENT, without cause, for its convenience, by providing a minimum of 90 days written notice thereof to the other party. Failure to supply additional funding shall not be considered as a form of termination.
 - b. Either party may terminate this AGREEMENT for cause when it is determined that either party has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this agreement in whole or in part. If such determination is made by either party the recession party will have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof, which will not be less than five (5) consecutive calendar days after the given notice of said written notice. In the event of such given notice the Middle Georgia Consortium will be liable for payment for only the services rendered prior to the effective date of the termination, provided that such service performance is in accordance with the agreement payment provisions of this agreement.
 - c. In the event of termination, MGCI shall not incur new obligations after the effective date of the termination and shall submit to Baldwin County within forty-five days after the termination date, a financial closeout report. Failure to submit this report timely constitutes a complete waiver by MGCI of any and all claims against Baldwin County for payments of the invoice.
 - d. In the event of termination of this agreement, all completed and uncompleted documents, data, studies, and reports purchased for, or prepared and maintained under the terms of this agreement will, at the option of the Middle Georgia Workforce Development Board, become the property of the Middle Georgia Workforce Development Board.
 - e. No costs for which reimbursement is claimed shall be accrued after the date of termination, which shall in all other respects (final report of expenditures, retention of records, audit, etc.), be considered as the date of completion of the Period of Performance.

10. Modifications/Amendments

- a. This AGREEMENT incorporates all prior negotiations, interpretations, and understandings between the parties, and is the full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this AGREEMENT must be by a written Amendment executed by all parties which Amendment shall be effective from the original date of the AGREEMENT unless a contrary specific contention appears on the face of the Amendment.
- b. A unilateral modification by Baldwin County may only occur when a federal or state requirement has been added, changed, revised, or amended during the period of performance or became effective during the period of performance.
- c. MGCI agrees to follow and be bound by the provisions of the U. S. Department of Labor's Federal Regulations as well as by the terms and conditions of any policy decision or directives or from the U.S. Department of Labor, and from the Technical College System of Georgia, Office of Workforce Development (OWD).
- d. Modifications/amendments, other than those specified above, to this AGREEMENT must be within the scope of the AGREEMENT, unless agreed otherwise by both parties in writing.

11. Equal Opportunity (Applies to MGCI and all sub-contractors)

During the period of performance for this AGREEMENT, MGCI agrees to the following:

- a. MGCI will comply fully with the non-discrimination and equal opportunity provisions Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
- b. MGCI will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. MGCI will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for services and/or training. MGCI agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. MGCI will, in all solicitations or advertisements for employees or participants, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief.
- d. MGCI will permit access to any contract-related books, records, and accounts by the contracting agency, the State and the United States Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
- e. In the event of MGCI's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the MGCI may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. MGCI shall file with Baldwin County a signed "Nondiscrimination and Equal Opportunity Requirements of WIOA," attached hereto.

12. Compliance with Contract Work Hours and Safety Standards Act as amended 2009 (40 U.S.C. 3701 - 3708)

MGCI and all subcontractors shall comply with this law and USDOL regulations.

a. Overtime Requirements

MGCI and all subcontractors must comply with this law and USDOL regulations.

b. Violation

Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), MGCI and any subcontractor responsible therefore will be liable to any affected employee for his or her unpaid wages. In addition, such contractor or subcontractor will be liable to the United States.

c. Withholding for Unpaid Wages and Liquidated Damages.

USDOL and its grantees may withhold or cause to be withheld, from any monies payable on account of work performed by MGCI or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of the MGCI or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b).

d. Subcontracts.

MGCI must insert in any subcontracts the clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses to any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Records.

MGCI must maintain payroll records containing the information specified in 29 CFR 516.2. Records (including all financial and programmatic records, supporting documents, statistical records and other records of grantees or subgrantees) must be retained for three (3) years following the date on which the expenditures report containing the final expenditures (closeout) charged to a program year's allotment or a grant is accepted by WFD. (2 CFR §200.333, 29 CFR § 97.42).

13. Miscellaneous Provisions (Applies to MGCI and all subcontractors)

a. Grievances.

MGCI agrees to utilize its written Grievance and Complaint Procedures for grievances or complaints about the WIOA program and activities for participants, recipients, all WIOA-funded staff and other interested persons.

b. Officials Not to Benefit.

No member of or delegate to a State or area Workforce Development Board shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

c. Covenant Against Contingent Fees.

As an inducement to Baldwin County to enter into this AGREEMENT, MGCI warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this AGREEMENT.

d. Employee-Trained Fringe Benefits.

Hourly wages paid to and fringe benefits received by employees and participants shall not be less than the following, whichever is higher:

- (1) The minimum rate required under the Fair Labor Standards Act; or

- (2) Any minimum rate applicable to the employee and required under any Federal, State or local law; or
- (3) The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or
- (4) The wage rate required by an applicable collective bargaining agreement.

e. Disclosure of Confidential Information.

Subject to the terms of this AGREEMENT for access to records, MGCI agrees to maintain the confidentiality of any information regarding applicants, project participants, or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other sources. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this AGREEMENT.

f. Code of Conduct and Conflict of Interest.

No officer, employee, or agent of MGCI shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this AGREEMENT.

No officer, employee, or agent of MGCI shall participate in the selection, award, or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:

- (1) the officer, employee or agent;
- (2) any member of his or her immediate family
- (3) his or her partner; or
- (4) a person or organization which employs, or is about to employ, any of the above.

g. Procurement

All procurement must follow the more restrictive of Federal Regulations found at 2 CFR 200.320, Technical College System of Georgia, Office of Workforce Development (OWD) Procurement Policy and Procedures, and WorkSource Middle Georgia Procurement Policies.

MGCI will take the following actions to ensure that small, minority, and women's businesses shall have the maximum practical opportunity to participate in the performance of this AGREEMENT:

- (1) Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
- (2) Divide total requirements into small requirements to permit maximum participation of these groups whenever economically feasible; and
- (3) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

h. Political Activities.

Funds provided under this AGREEMENT shall not be used for any activity involving political activities.

The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.

i. Religious Activities.

Funds provided under the AGREEMENT shall not be used for any activities involving religious activities. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used in whole or in part for sectarian instruction or as a place for religious worship.

j. Public Service Employment.

Funds under this AGREEMENT shall not be used, for public service employment.

k. Certification Regarding Lobbying

Funds under this AGREEMENT shall not be used for lobbying the executive, judicial, or legislative branch of the Federal and State Government,

l. Debarment and Suspension.

MGCI is not currently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this AGREEMENT by a federal department or agency.

14. E-Verify- (Applies to MGCI and all subcontractors)

E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

The new rule implements Executive Order 12989, as amended by President George W. Bush on June 6, 2008, directing federal agencies to require that federal contractors agree to electronically verify the employment eligibility of their employees. The amended Executive Order reinforces the policy, first announced in 1996, that the federal government does business with companies that have a legal workforce. This new rule requires federal contractors to agree to use E-Verify to confirm the employment eligibility of all persons hired during a contract term, and to confirm the employment eligibility of federal contractors' current employees who perform contract services for the federal government within the United States.

15. Documents the Technical College System of Georgia, Office of Workforce Development (OWD) require to be signed, will be signed, as necessary and appropriate, by the Chair of the Baldwin County Commission for Baldwin County, by the Chair of the Executive Committee for the CLEO, by the Chair of the Workforce Development Board for Area 11 for the WDB, and/or by the Chair of the Board of Directors of MGCI for MGCI, after appropriate action by such entities.

Signed, sealed and delivered by the undersigned entities, after appropriate adoption, on the dates shown below.

Baldwin County, Georgia:

Signature

Henry R. Craig

Typed Name

Witness


Date

Chairman, Baldwin County Board of Commissioners

Title or Capacity

County Clerk

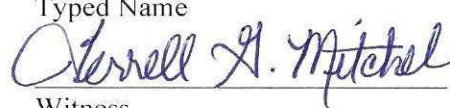
Executive Committee:



Signature

Chris Weidner

Typed Name



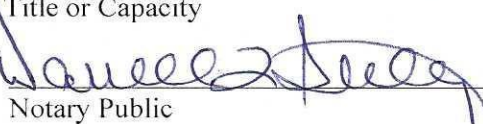
Witness

6/29/2021

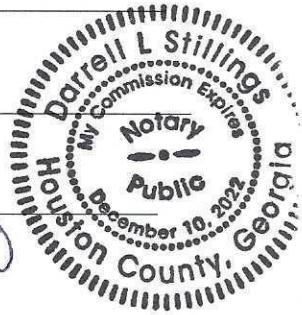
Date

Chairman, Chief Elected Local Officials

Title or Capacity



Notary Public




Local Workforce Development Board:



Signature

Stephen D. Williams

Typed Name



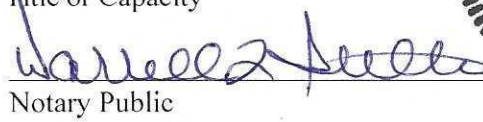
Witness

6/28/2021

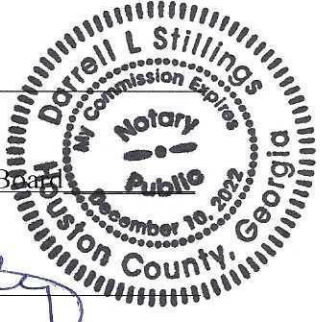
Date

Chairman, Workforce Development Board


Title or Capacity



Notary Public




Middle Georgia Consortium, Inc.



Signature

Chris Weidner

Typed Name




Witness

6/29/2021

Date

Chairman, MGCI, Board of Directors

Title or Capacity



Attested by Corporate Secretary



WORKSOURCE MIDDLE GEORGIA AREA 011
WIOA PY21/FY22 Budget
July 1, 2021 - June 30, 2022

A. Does the budget include any indirect costs?
B. Do you use a de minimis indirect cost rate?
If yes to A and no to B, attach your indirect cost plan.
Indirect Cost Rate (if applicable)

No
Yes

%

REVENUE Summary			
	Current Year Award (PY21/FY22)	Carryover Balances (PY20/FY21)	Total
WIOA Adult	534609	334236 \$	888,845.00
WIOA Dislocated Worker	821108	479808 \$	1,300,917.00
WIOA Youth	551318	433979 \$	985,297.00
TOTAL REVENUE		\$	3,175,059
EXPENSES Summary			
WIOA Adult	463,433	334,236 \$	827,668.51
WIOA Dislocated Worker	688,580	479,808 \$	1,178,398.33
WIOA Youth	417,559	433,979 \$	851,538.17
TOTAL EXPENSES		\$	2,857,605.02
INCOME OVER (UNDER) EXPENSES			
WIOA Adult	61,176 \$	0 \$	61,176.49
WIOA Dislocated Worker	122,519 \$	(0) \$	122,518.67
WIOA Youth	133,759 \$	(0) \$	133,758.87

7/14/2021

Date

Date


LWDB Chairperson

LWDB Chairperson

Fiscal Agent Authority

Title

Title

STATE OF GEORGIA

COUNTY OF BALDWIN

THIS CONTRACT, made and entered into as of the _____ day of _____, 2021, by and between THE BALDWIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County", and THE MILLEDGEVILLE - BALDWIN COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation, hereinafter referred to as the "CVB."

WHEREAS, the County has established itself as a leading tourist, convention and visitors center; and desires to foster and encourage the use of facilities within Baldwin County thereby increasing the revenues of Baldwin County; and to create and maintain employment opportunities within Milledgeville and Baldwin County; and

WHEREAS, the CVB has been designated by Baldwin County as the official Destination Marketing Organization ("DMO") and is organized to promote tourism, conventions and meetings within Baldwin County; and

WHEREAS, as the DMO the CVB undertakes activities that have both the direct and incidental purpose and effect of promoting, attracting, stimulating and developing conventions, meetings and tourism in the Milledgeville - Baldwin County area; and WHEREAS, the County has determined that the activities of the CVB are necessary, useful and convenient to the promotion, stimulation and development of conventions, meetings and tourism in the Milledgeville - Baldwin County areas; and

WHEREAS, the General Assembly of the State of Georgia has authorized municipalities to impose, levy and collect an excise tax upon the furnishing to the public for value of rooms, lodgings or accommodations, as stated in O.C.G.A. Title 48, Chapter 13, Article 50; and

WHEREAS, the General Assembly has declared its purpose and intent that revenues derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 13, Article 50, may be (and certain revenues must be) made available and expended for the purpose of promoting, attracting, stimulating and developing conventions and tourism in the jurisdiction imposing the tax; and

WHEREAS, the County has imposed an eight percent (8%) excise tax upon the furnishing to the public for value of any rooms, lodgings or accommodations under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b); and

WHEREAS, the County, in accordance with O.C.G.A. Title 48, Chapter 13, Article 51(b), has allocated 43.75% of the of the eight percent (8%) excise tax, less administrative costs associated with collection of the excise tax, to the CVB for the purpose of promoting tourism, and for such other purposes authorized by O.C.G.A. Title 48, Chapter 13, Article 50; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and the CVB do agree as follows-

1. The CVB shall use its best efforts to provide public relations, promotional, advertising, and other projects to promote, attract, stimulate, sell, develop and support conventions, meetings and tourism in the Milledgeville - Baldwin County area.

2. In performing this Contract, the CVB shall hire such employees, agents or consultants and obtain such goods and services as may be necessary or appropriate to its performance.

3. The CVB will perform the projects hereunder without discrimination against any person or persons on account of race, color, creed, sex, age, or national origin.

4. The initial term of this Contract shall be for 12 months, beginning on August 1, 2021. This Contract shall renew for successive 12-month terms, unless and until either party provides the other party with at least 90 days prior written notice of its desire not to renew the Contract for the next renewal term.

5. The County has imposed an eight percent (8%) tax on the rental of rooms, lodgings, or accommodations in the County, as authorized by O.C.G.A. Title 48, Chapter 13, Article 51(b). In consideration of the performance by the CVB of this Contract, the County shall pay to the CVB during the term of this Contract, and the CVB shall budget for expenditure under this Contract, a sum equal to 43.75% of the eight percent (8%) collected under the excise tax imposed by the County under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b), as now or hereafter amended.

The amounts to be paid by the County to the CVB hereunder shall be paid to the CVB as the parties mutually agree, but no less often than quarterly. The amount of each such installment shall be calculated on the basis of actual taxes collected by the County for the covered period.

6. All sums received by the CVB from the County shall be expended solely for the benefit of promoting tourism in Milledgeville-Baldwin County, including the promotion of recreational, cultural, historic and natural resources.

7. The CVB shall provide audit verification to the County demonstrating that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Contract. CVB shall submit annual reports to the County detailing the use of the funds. Failure to file a report may compromise the CVB's status to receive such funds.

8. By executing this Contract, the CVB hereby affirms that it will use the funds received solely and exclusively for the purpose of promoting tourism in compliance with this Contract and will further expend such funds in full compliance with County ordinances and state laws. The CVB agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this Contract, and shall defend the County from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of the County. Furthermore, if the CVB fails to spend the funds in the manner contemplated in this Contract, or fails to meet the timelines requirements hereof, CVB agrees this shall constitute a breach hereof and all such funds shall be returned to the County immediately.

9. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective

parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party:

For County:

For CVB:

County Manager

Executive Director

1601 N. Columbia St, Suite 230

200 West Hancock Street

Milledgeville, Georgia 31061

Milledgeville, Georgia 31061

10. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Contract without prior written approval of all parties hereto.

11. It is the intention of the parties that the laws of Georgia shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights or duties of the parties.

12. In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13. On and after the date of this Contract, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Contract.

14. Time is and shall be of the essence under this Contract.

15. The parties signing this Contract hereby state that they have the authority to bind the entity on whose behalf they are signing.

16. This Contract supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Contract. This Contract shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Contract is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

17. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

18. Except as expressly limited by the terms of this Contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Contract or to insist upon strict compliance with any obligation specified in this Contract, and no custom or practice at variance with the terms of this Contract, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Contract.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract and affixed their seals by their duly authorized representatives after having been first authorized to do so, all on the day and year first above specified.

Signed and Sealed this _____ day of _____, 2021.

Henry R. Craig, Chairman
Baldwin County Board of Commissioners

Milledgeville – Baldwin County Convention
and Visitors Bureau

Cynthia K. Cunningham, County Clerk
Baldwin County Board of Commissioners

Witness, Milledgeville – Baldwin County Convention
and Visitors Bureau

**RESOLUTION
BY BALDWIN COUNTY
ADOPTING THE JOINT COMPREHENSIVE PLAN INTERIM UPDATE
FOR
BALDWIN COUNTY AND THE CITY OF MILLEDGEVILLE**

WHEREAS, the 1989 Georgia Planning Act requires that all local governments submit a comprehensive plan; and

WHEREAS, O.C.G.A. 50-8-1 et seq. gives the Department of Community Affairs authority to establish standards and procedures for appropriate and timely comprehensive planning by all local governments in Georgia; and

WHEREAS, the Broadband Services Element of the Joint Comprehensive Plan Update for Baldwin County and the city of Milledgeville was completed by Baldwin County with the assistance of the Middle Georgia Regional Commission; and

WHEREAS, this document was reviewed by the Georgia Department of Community Affairs and was found to be in compliance with the Local Planning Requirements.

THEREFORE, be it resolved that Baldwin County does hereby adopt the Joint Comprehensive Plan Interim Update for Baldwin County and the city of Milledgeville.

Signed and sealed this _____ day of _____ 2021.

Henry R. Craig, Chairman
Baldwin County Board of Commissioners

Witness