BALDWIN COUNTY REGULAR MEETING

October 21, 2025
1601 N Columbia St, Suite 220
6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approve the September 16, 2025 budget work session minutes, the regular meeting minutes and the executive session minutes.

   Approve the September 24th called meeting and executive session minutes.

PRESENTATIONS

2. Airport Capital Improvement Plan - County Manager.

3. EBLA - Dr. J. Moss.

ADMINISTRATIVE/FISCAL MATTERS

4. **Critical Transportation Need MOU**

   Resolution R-2025-76 - authorize a Memorandum of Agreement with Liberty County and the Georgia Emergency Management Agency and Homeland Security to establish procedures for emergency shelters for evacuees from a risk county to a host county - County Manager.

5. **2024 CDBG Sanitary Sewer Rehabilitation**

   Resolution R-2025-77 - authorize an agreement with Southeast Pipe Survey, Inc. to make improvements to the sanitary sewer system as defined in the 2024 CDGB Grant - County Manager.

6. **Golf Course Improvements**

   Golf course improvements - County Manager.

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

7. County Manager's Report - County Manager.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

8. Executive Session to discuss personnel matter.

ADJOURNMENT

REMINDERS

Commission Meeting - November 4, 2025 - 6:00 PM, Commission Chambers Room 220, Government Center, 1601 North Columbia Street.

Veterans Day Holiday - November 11, 2025 - all non-emergency departments closed in observance of Veterans Day.

Commission Meeting - November 18, 2025 - 6:00 PM, Commission Chambers Room 220, Government Center, 1601 North Columbia Street.

Baldwin County Board of Commissioners
Budget Work Session

September 16, 2025
1601 N Columbia St, Suite 220
4:00 PM

MINUTES

PRESENT

Andrew Strickland, Chair
Kendrick Butts, Vice Chair
Sammy Hall
Emily Davis
Scott Little

OTHERS PRESENT

Carlos Tobar
Dawn Hudson
Bo Danuser

CALL TO ORDER

Chairman Strickland called the September 16, 2025 work session to order at 4:00 PM.

ADMINISTRATIVE/FISCAL MATTERS

FY 2026 Budget Presentations

Probate Judge
Todd Blackwell gave his budget presentation for the Probate Court. Mr. Blackwell stated that his budget request was basically the same as the previous year with the only changes being between the amounts of the line items. He stated that 80% of his budget was funded by petitioners for the services he provided.

There was a discussion about the revenue generated by Probate Court fees and that the fees were set by state legislature.

Clerk of Superior Court
Wanda Paul gave her budget presentation for the Clerk of Superior Court. Ms. Paul discussed the need to buy a dehumidifier to combat moisture and mold in the records room. She discussed digitizing court records; that they would start on the next phase next year; and upgrading file servers and web servers. Ms. Paul asked for merit increases for the employees of the Clerk of Superior Court.

There was a discussion about the request for an additional $8,500 from the Clerk of Superior Court and the increase did not include a cost of living raise; funds that were allocated the previous year for the first phase of digiting records; and purchasing dehumidifiers and adjusting the air conditioning to combat moisture

District Attorney
Wright Barksdale was recognized for a budget presentation from the District Attorney's Office. He stated that he did not have any additional budget requests and thanked the commissioners for making the DA's office stronger.

Magistrate Judge
Magistrate Judge Shane Geeter was recognized for a budget presentation for the Magistrate Court. Judge Geeter asked for help in prosecuting ordinance cases and courtroom scheduling difficulties. He requested an increase in the court reporter's per diem by $25.00; there were approximately 42 – 45 court days in the year. Judge Geeter asked for audio/visual capabilities in the courtrooms so court could be done remotely.

There was a discussion about using SPLOST funds to make improvements to public buildings and courtroom scheduling, and the court reporter's stipend.

State Court Judge
State Court Judge Paul Hitchcock presented his budget requests. He updated the commissioners on the increasing number of civil cases and decreasing criminal cases in State Court. Judge Hitchcock discussed his request to become a full-time judge; he gave statistics for the number of cases handled in similar county state courts and the pay for their State Court judges; requested a salary between $140,000 and $160,000; and the best timeline in making the position full-time – working with the election schedule.

There was a discussion about the timeline for making the judgeship full-time, the courtroom assignments, and the State Court and Magistrate Court sharing the court reporter. Judge Hitchcock supported the court reporter's per diem being increased.

Solicitor
Sky Gess presented her budget requests for the Solicitor's Office. She requested an increase in her supplies and travel line items; a cost of living raise for the employees; and her community outreach projects.

There was a discussion about the staff in the Solicitor's office getting a 4% salary increase last year; Solicitor's Office employees followed the county's pay classification system; and updating the county's pay classification system.

Coroner
Chief Deputy Coroner Steve Chapel presented his budget requests including body coolers that would be in the hospital morgue, stretchers, and a vehicle.

There was discussion about the coolers. Mr. Chapel stated they used the hospital coolers and there was possibility that they would not always be available. There was a discussion about the age and cost of the stretchers. There was discussion about a vehicle coming from fleet management and the addons totaling about $6,000.

Sheriff

Sheriff Bill Massee gave a budget presentation on behalf of the Sheriff's Office. Chief Massee discussed:

- the E911 system; the new real time crime time center and the center being stated staffed with interns learning analytic systems - technology was being used to solve harder cases;
- The Sheriff's Office received in excess of 109,000 calls per year;
- planning a ribbon cutting for the real time crime center and grand reopening of the 911 center;
- increases in jail medical expenses and in mental health cases;
- the jail was a mandated service; there were currently 172 inmates, 9 inmates were mentally incompetent and should be in state institutions and 30% of the inmates had mental issues;
- deputy salaries started at $47,000 while other institutions started law enforcement officers at $50,000 or greater; even with the 6% raise, salaries were still behind;

Sheriff Massee concluded by stating that Baldwin County was a progressive County and he was proud of his employees.

There was a discussion about the cost of housing inmates and moving inmates out of the jail; increasing liability; and mental health issues.

Commissioner Davis asked Sheriff Massee to lead the Pledge of Allegiance at the Middle Georgia Regional Commission meeting on November 13th.

ADJOURNMENT

Commissioner Davis made a motion to adjourn the meeting. Commissioner Butts seconded the motion and the motion passed unanimously.

The meeting was adjourned at 5:34 PM.

Submitted,

____

Andrew Strickland, Chairman

ATTEST:

____

Bo Danuser, County Clerk

BALDWIN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
September 16, 2025
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

PRESENT

Andrew Strickland, Chair
Kendrick Butts, Vice Chair
Sammy Hall
Emily Davis
Scott Little

OTHERS

Carlos Tobar
Dawn Hudson
Brandon Palmer
Bo Danuser

CALL TO ORDER

Chairman Andrew Strickland called the September 16, 2025 commission meeting to order at 6:00 PM.

INVOCATION

Prophetess Jackie Ferralli of Christ Temple Refuge said a prayer.

PLEDGE OF ALLEGIANCE

Commissioner Butts let the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Little made a motion to approve the September 2, 2025 regular meeting minutes and the executive session minutes. Commissioner Hall seconded the motion and the motion passed unanimously.

Commissioner Davis made a motion to approve the September 2, 2025 work session minutes. Commissioner Hall seconded the motion and the motion passed unanimously.

PRESENTATIONS

Commissioner Davis presented a Certificate of Recognition to the Baldwin Lighting Jets Track Team for winning the Georgia Recreation and Parks Association district Championship in Track and Field. The commissioners took photos with the coach and participants.

Gregory Barnes, Executive Director of CREATE, Inc. and the ArtHealthy Festival gave a presentation to the commissioners. He stated the mission of CREATE, Inc. was to provide innovative responses to quality of life barriers by engaging youth in school and after school as well as engaging the community. He discussed art and healthy living month with the signature event being the ArtHealthy Festival. He partnering with Baldwin County to grow the art and healthy living brand. Mr. Barnes discussed entering into an agreement for non-financial contributions to support CREATE and the Art and Healthy Living Month with facilities, logistics, promotions, staff support and inter agency coordination.

There was a discussion about the County providing readily available facilities, promotion, and in-kind services. There was a discussion about the gratuities clause. There was also discussion about incorporating non-profit organizations into the recreation policy and using non-profit organizations to create resources and benefits for the community as economic development.

County Transportation Director and Management Analyst Charles Trumbo handed out information and gave a presentation and update on animal control. He reported on a $6,000 donation; the number of Georgia College and State University volunteer "Shelter Buddies" had increased to 65 and counting; social media had been increased and helped get animals out of the shelter; there was a total of 50 animals in the shelter; the low cost or no cost spay and neutering program would help lower the number of animals in the shelter; the animal shelter was no longer on probation with the Georgia Department of Agriculture; animal stay lengths had shortened; and warnings and then citations would be issued.

Mr. Trumbo discussed a situation where two pigs that were being kept indoors as pets escaped and were attached by wild animals; the pigs got rescued and were placed in homes. He stated the county needed an ordinance to address farm animals in residential areas and to define space requirements for housing animals.

There was a discussion about developing an animal control ordinance.

There was a discussion about answering calls and dispatching employees on the weekend and calling the Sheriff's Office for emergencies.

Desiree Liggins addressed the commission regarding animal control asking about submitting grants for T-N-R local cats. Mr. Trumbo responded that TNR had been proven to do well and an agreement with Paws for Georgia could help with that. Grants would be pursued.

Ms. Liggins asked who was keeping track of ordinance violations with pet owners and spaying and neutering and who was educating the public about the requirement to spay and neuter their pets. Mr. Trumbo responded by discussing the county citing violators and the steps being taken to educate the public on the animal ordinance, including using the newspaper, social media, and Instagram.

There was a discussion about the county communicating with the public to get information out.

Mr. Trumbo closed his presentation by stating the shelter was trending up, they had great staff, and were moving forward.

ADMINISTRATIVE/FISCAL MATTERS

IGA to Conduct City Elections

Commission Chairman Strickland read the caption for Resolution R-2025-73 to authorize an Intergovernmental Agreement with the City of Milledgeville and the Board of Elections and Registration for Baldwin County to conduct the municipal election in conjunction with county wide elections.

County Attorney Brandon Palmer discussed the details of the agreement including that the city would pay for their portion of conducting the election. The agreement largely reflected the agreement Mr. Blackwell would enter into with the city and would include that the city would pay for all costs and expenses attributable to the municipal election and fifty percent for the cost for the state-wide election for public service commissioner.

Commissioner Hall made a motion to approve the resolution. Commissioner David seconded the motion and the motion passed unanimously.

Naloxone Policies and Procedures

Chairman Strickland read the caption for Resolution R-2025-74 to adopt policies and procedures for Narcan (naloxone) administration protocols and to appoint a Naloxone coordinator.

Attorney Palmer discussed recent changes in the state law requiring counties to adopt policies for the treatment of opioid overdose on county property; the policy would address deploying treatments, employee training, and appointing fire and rescue chief of operations as the coordinator.

There was a discussion about the government center being included in the policy, Narcan cost, training, administering Narcan, and shelf life of Narcan.

There was a discussion about there being no liability for the county or staff when Narcan was administered in good faith.

Commissioner Little made a motion to adopt the Policies and Procedures for Narcan Administration Protocols. Commissioner Butts seconded the motion and the motion passed unanimously.

CJCC Victims of Crime Grant

Chairman Strickland read the caption for Resolution R-2025-75 that authorized acceptance of a CJCC Community Based Crime Act Grant awarded to the Georgia Professional Outreach and Resources Center for Healing.

Assistant County Manager Dawn Hudson stated the county had received a grant for the Victims Program through Georgia PORCH, that the county had received this grant for years, and based on the previous years was estimated at $81,000; there was no match.

Commissioner Davis made a motion to approve the adoption of the policies and procedures. Commissioner Little seconded the motion and the motion passed unanimously.

OLD BUSINESS

Commissioner Little asked for an update on Col. Seagraves' request to inscribe the names of the African-American war veterans on the war monuments outside the courthouse. Mr. Tobar indicated that he would follow up.

Commissioner Davis asked if staff was checking the temporary striping on Lake Laurel Road to ensure it followed the Department of Transportation's specs. Carlos Tobar responded that he had referred it to Brian Wood who was checking with the contractor. He also stated that the road striping would begin the next day.

Commissioner Davis asked for an update on renaming streets. There was a brief discussion and Mr. Tobar was asked to follow up.

NEW BUSINESS

There was no new business discussed.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar gave his Manager's Report updating the commissioners on:

- The SCADA system bid opening on October 2,
- Sewer line replacement on Vinson Highway pre-construction meeting was November 4,
- $1.25 million grant for sewer line replacement and housing rehab kickoff would be November 4,
- Fishing Creek Trail construction began last Monday; concrete pouring concrete would begin soon for the first part of the trail,
- The Roberts Road Bridge repair was funded at $465,000 by the Department of Transportation and the design would be going out to bid,
- Walter B. Williams Park trail phase 2 was complete and a ribbon cutting ceremony would be scheduled,
- Coopers Park Splashpad passed inspection for the pouring the concrete,
- The fifth home had been chosen for the 2024 CHIP Grant,
- 2026 CHIP grant was being worked on,
- A meeting to discuss the district-based land use was set for Wednesday,

Commissioner Butts asked for an update on the Aquatic Center. Mr. Tobar responded that the Water park slide should arrive next week.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Harriett Taylor addressed the commission regarding a water line burst in the front of her house in January. The repairs were made but the ditch had washed away; county employees looked at the problem but did not fix her yard and ditch adequately. She asked for her ditch and yard to be fixed.

There was discussion about the repairs that had been made. Mr. Tobar stated a team had been sent out three times; he would review and follow up with the commissioners.

Danny Register addressed the commission about the work that had been in the Coopers Community, he stated they did not ask for the improvements; the park was a disaster. He complained that people left trash carts on the curb, the carts were getting hit by cars; the cars were getting damaged and causing trash to be on the street.

There was a discussion about the hours trash cans could remain on the curb, bagging loose trash, and getting that information to the public.

Desiree Liggins addressed the commissioners concerning the neglect of Sidney Butts Road and here concerns about the lack of quality resurfacing work; she asked for quality assurance. She discussed animal control and calling 911 to report problems. She discussed data centers coming to Baldwin County.

There was a discussion about the triple surface treatment on Sidney Butts Road and that it would take time to settle down.

There was a discussion about the repaving of Lake Laurel.

Danny Blair addressed the commissioners discussing the poor quality of the mowing on Meriwether Road and that the litter was not being picked up prior to cutting the right of way. He stated the he has seen better work and suggested getting a trash patrol. He stated the entrance at the new Raceway had not been completed.

County Manager Carlos Tobar responded that the littering was non-stop and not all of the litter was run over by the mowers; people threw trash out even while they workers were mowing. There was a discussion about litter being picked up before the mowers, contracting for a prison crew to pick up litter and having probationers pick up litter.

Maurice Liggins addressed the commissioners regarding data centers being built around the Middle Georgia area and cautioned against letting data centers go into unwanted areas.

EXECUITVE SESSION

Commissioner Davis made a motion to enter into a executive session to discuss acquisition of real estate, personnel, and litigation. Commissioner Little seconded the motion and the motion passed unanimously.

The commissioners went into closed session at 7:48 PM.

Commissioner Hall made a motion to adjourn the executive session. Commissioner Little seconded the motion and the executive session was adjourned at 9:15 PM.

The commissioners returned to the commission chambers.

ADJOURNMENT

Commissioner Little made a motion to adjourn the September 16, 2025 commission meeting at 9:17 PM. Commissioner Butts seconded the motion and the motion passed unanimously.

The September 16, 2025 commission meeting was adjourned at 9:17 PM.

Submitted,

____
Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

____
Bo Danuser, County Clerk
Baldwin County, Georgia

BALDWIN COUNTY BOARD OF COMMISSIONERS
CALLED MEETING

September 24, 2025

1601 N Columbia St, Suite 220

10:00 AM

MINUTES

PRESENT

Andrew Strickland, Chair
Kendrick Butts, Vice Chair
Sammy Hall
Emily C. Davis
Scott Little

OTHERS

Carlos Tobar
Brandon Palmer
Bo Danuser

CALL TO ORDER

Chairman Andres Strickland called the meeting to order at 10:00 AM.

EXECUTIVE SESSION

Commissioner Hall made a motion to go into executive session to discus a personnel matter. Commissioner Butts seconded the motion and the motion passed unanimously.

The commissioners went into closed session at 10:02 AM.

Commissioner Hall made a motion to adjourn the executive session. Commissioner Butts seconded the motion and the commission returned to open session at 10:57 AM.

RETURN TO REGULAR MEETING

Commissioner Little made a motion to return to open session. Commissioner Butts seconded the motion and the motion carried unanimously. The commission returned to open session in the commission chambers at 10:57 AM.

ADJOURNMENT

Commissioner Little made a motion to adjourn. Commissioner Hall seconded the motion and the motion passed unanimously.

The September 24, 2024 called commission meeting was adjourned at 11:01 AM.

Submitted,

____
Andrew Strickland, Chairman

ATTEST:

____
Bo Danuser, County Clerk

Capital Improvement Plan

LOC ID

MLJ

Project Funding Plan

FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Projects 2018 PCI	Total Project Cost	AIP Entitlements $150,000 per year	AIG Funding $292,000 per year	State Participation	Sponsor Participation	Additional Funds Needed
Budget FY26			**Current Entitlement Funds =**	**$450,000.00**					**Current AIG Funds Available =**	**$1,150,000.00**
2026	Design - Terminal Apron Expansion - Add. Design (Drainage/Vault & Beacon Relocation)	63	Page I-3, Table I-4, a.	N/A	$90,000.00	$0.00	$0.00	$67,500.00	$22,500.00	$0.00
2026	Airport Design Standards Update	TBD	Table E-1, r.	N/A	$118,000.00	$106,200.00	$0.00	$5,900.00	$5,900.00	$0.00
2026	**Total**				**$208,000.00**	**$106,200.00**	**$0.00**	**$73,400.00**	**$28,400.00**	**$0.00**
Budget FY27			**Current Entitlement Funds =**	**$493,800.00**					**Current AIG Funds Available =**	**$1,150,000.00**
2027	Construction - Terminal Apron Expansion - Add. Work (Drainage/Vault & Beacon Relocation)	63	Page I-3, Table I-4, a.	N/A	$1,000,000.00	$0.00	$950,000.00	$25,000.00	$25,000.00	$0.00
2027	Environmental & Design - Obstruction Removal - LiDAR Approach Surfaces	86	Table D-1, h. Table L-2, q.	N/A	$75,000.00	$0.00	$71,250.00	$1,875.00	$1,875.00	$0.00
2027	**Total**				**$1,075,000.00**	**$0.00**	**$1,021,250.00**	**$26,875.00**	**$26,875.00**	**$0.00**
Budget FY28			**Current Entitlement Funds =**	**$643,800.00**					**Current AIG Funds Available =**	**$128,750.00**
2028	DBE Update FY2027 through FY2029 (Reimbursement)	62	Page 3-52, Page 3-67	N/A	$13,000.00	$0.00	$0.00	$9,750.00	$3,250.00	$0.00
2028	Construction - Obstruction Removal - LiDAR Approach Surfaces	86	Table D-1, h. Table L-2, q.	N/A	$150,000.00	$135,000.00	$0.00	$7,500.00	$7,500.00	$0.00
2028	ALP Update	64	Table E-2	N/A	$240,000.00	$216,000.00	$0.00	$12,000.00	$12,000.00	$0.00
2028	**Total**				**$403,000.00**	**$351,000.00**	**$0.00**	**$29,250.00**	**$22,750.00**	**$0.00**
Budget FY29			**Current Entitlement Funds =**	**$442,800.00**					**Current AIG Funds Available =**	**$128,750.00**
2029	Environmental & Design - Taxiway	71	Page H-7, Table H-4, e.	54	$375,000.00	$337,500.00	$0.00	$18,750.00	$18,750.00	$0.00
2029	**Total**				**$375,000.00**	**$337,500.00**	**$0.00**	**$18,750.00**	**$18,750.00**	**$0.00**
Budget FY30			**Current Entitlement Funds =**	**$255,300.00**					**Current AIG Funds Available =**	**$128,750.00**
2030	Construction - Taxiway	69	Table I-4, c.	63	$2,000,000.00	$75,300.00	$128,750.00	$100,000.00	$100,000.00	$1,595,950.00
2030	Environmental & Design - Main Ramp (Rehab)	69	Table I-4, c.	63	$200,000.00	$180,000.00	$0.00	$10,000.00	$10,000.00	$0.00
2030	**Total**				**$2,200,000.00**	**$255,300.00**	**$128,750.00**	**$110,000.00**	**$110,000.00**	**$1,595,950.00**
Budget FY31			**Current Entitlement Funds =**	**$150,000.00**					**Current AIG Funds Available =**	**$0.00**
2031	Construction - Main Ramp	71	Page H-7, Table H-4, e.	54	$1,500,000.00	$150,000.00	$0.00	$75,000.00	$75,000.00	$1,200,000.00
2031	**Total**				**$1,500,000.00**	**$150,000.00**	**$0.00**	**$75,000.00**	**$75,000.00**	**$1,200,000.00**

RESOLUTION R-2025-76

A Resolution to Authorize an Agreement Between the Baldwin County Board of Commissioners and Liberty County, Georgia, Georgia Emergency Management, and Homeland Security Agency to provide sheltering during disasters and emergencies.

WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with Liberty County, Georgia, Georgia Emergency Management and Homeland Security to provide safe places across Georgia in times of disaster and emergencies; and

WHEREAS, the aforementioned Memorandum of Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution; and

WHEREAS, the purpose of the agreement is to define the roles and responsibilities required for establishing shelters for Critical Transportation Need evacuees from a Risk County (Liberty) evacuating to a Host County (Baldwin) during a disaster or emergency; and

WHEREAS, the aforementioned Memorandum of Agreement details the process, protocols, coordination, and support requirements necessary to conduct effective operations in a Critical Transportation Need shelter; and

WHEREAS, the attached Memorandum of Agreement utilizes the Georgia Shelter Plan in accordance with the Georgia Emergency Operations Plan activated by the Governor declaring a State of Emergency to support all Georgia counties should they encounter impacts that are beyond local sheltering capabilities

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

2. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the Memorandum of Agreement between Baldwin County and Liberty County.

3. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Liberty County, Georgia, Georgia Emergency Management and Homeland Security.

4. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement and to take all action necessary in conformity therewith.

5. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any

other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 21st day of October, 2025.

BALDWIN COUNTY, GEORGIA

____
Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

____
Bo Danuser, County Clerk
Baldwin County, Georgia

MEMORANDUM OF AGREEMENT

BETWEEN

Baldwin County, GA
[Host County]

Liberty County, GA
[Risk County]

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY,

I. PARTIES

This Memorandum of Agreement ("MOA") is made and entered into by and between the Baldwin County, Georgia ("Host County"), Liberty County, Georgia ("Risk County"), and the Georgia Emergency Management and Homeland Security Agency ("GEMA/HS").[1] The Parties hereby agree as follows:

II. PURPOSE

The purpose of this MOA is to define the roles and responsibilities required for establishing shelters for Critical Transportation Need ("CTN") evacuees from a Risk County evacuating to a Host County during a disaster or emergency. For the purposes of this MOA, the shelter for CTN evacuees ("CTN Shelter") will be established in the assigned Host County as referenced in the County-to-County Agreement Summary, attached hereto as Exhibit 2.

This MOA will detail the process, protocols, coordination, and support requirements necessary to conduct effective operations in the CTN Shelter.

This MOA utilizes the Georgia Shelter Plan in accordance with the Georgia Emergency Operations Plan activated by the Governor declaring a State of Emergency. The Georgia Shelter Plan is intended to support all Georgia counties should they encounter impacts that are beyond their local sheltering capabilities for all hazards that may impact the State and allow for all Counties to make use of the processes within the Georgia Shelter Plan and implemented through this MOA.

[1] Although the American Red Cross and the Salvation Army, Georgia Division are not signatories of this MOA, they are, committed to the goals of this MOA and memorialized their responsibilities to further these goals in letters of intent, incorporated by reference and attached as Exhibits 3 and 4.

III. AUTHORITIES AND REFERENCES

This MOA is authorized under the provisions of the Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the "Stafford Act"), P.L. 93-288 as amended, 42 U.S.C. § 5121 et. seq., and O.C.G.A. § 36-69-3.1, authorizing counties to enter into agreements for the provision of law enforcement services in a local emergency. This MOA incorporates by reference the Georgia Emergency Operations Plan, the Georgia Shelter Plan, and the Federal Emergency Management Agency's ("FEMA") Fourth Edition (Version 4) of the Public Assistance Program and Policy Guide ("PAPPG"), available at https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf.

IV. DEFINITIONS

A. County Pick Up Point ("CPP"): A centralized pickup location within the Risk County where CTN evacuees are brought to be registered, triaged, and transported out of the risk area.

B. Critical Transportation Need ("CTN"): an evacuee that does not have the means to transport themselves out of a risk area and in need of government supported assistance. CTN evacuees are either on the Hurricane Registry or Transit Dependent Individuals.

C. Hurricane Registry- A registry of individuals with certain healthcare conditions who need transportation or medical assistance and have no resources such as family to help them evacuate if a hurricane is threatening. The Hurricane Registry is a list maintained by the health departments in the 8 Georgia counties of the Coastal Health District (9-1).

D. Critical Transportation Need Shelter ("STN Shelter"): Shelter(s) created in Host County for Critical Transportation Need evacuees in Risk County.[2]

E. Emergency Support Function 6 ("ESF-6"): Mass Care, Emergency Assistance, Housing, and Human Services coordinates the delivery of mass care, emergency assistance, housing, and human services s when local, response and recovery capabilities are overwhelmed.

F. Emergency Support Function 8 ("ESF-8"): Public Health and Medical Services provides the mechanism for coordinated assistance to supplement local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical

[2] These shelters are not intended to be used for prolonged periods of time and should only be considered as short term, safe facilities for affected residents until such time as they are allowed to return to their homes, or the decision is made to transition to general sheltering.

emergency.

G. Emergency Support Function 11 ("ESF-11"): Agriculture and Natural Resources supports local authorities to support agencies/organizations that prepare for, respond to, recover from, and mitigate the effects of disaster on Georgia's agricultural and natural resources, including providing for the safety and well-being of household pets during an emergency response or evacuation situation.

H. Georgia Shelter Task Force ("STF"): A group of State agencies and offices comprised of GEMA/HS, the Georgia Department of Human Services ("DHS"), the Georgia Department of Public Health ("DPH"), the Technical College System of Georgia ("TCSG"), the Georgia Department of Behavioral Health and Developmental Disabilities ("DBHDD"), the Georgia Department of Agriculture, the Georgia Department of Public Safety, the American Red Cross ("ARC"), and the Salvation Army, Georgia Division that prepares, coordinates, and responds to All-Hazards events in the State of Georgia.

I. Host County: Any County willing to establish shelters and accept evacuees from another Georgia County requiring assistance.

J. Mass Care: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information on impacted residents to family members. This function also includes consideration and planning for individuals with disabilities and access and functional needs.

K. Risk County: Any County impacted by an event, whether notice or no-notice, that requires sheltering and/or evacuations.

L. State Operations Center ("SOC"): A multi-agency coordination center consisting of command staff, general staff, and ESFs assigned responsibilities issued by the Governor and organized into functional branches used to respond to disasters or emergencies that require a coordinated state response.

V. ACTIVATION AND TIMELINES

A. Activation. This MOA may be activated in the following circumstances:

1. When the Risk County or the State anticipates a catastrophic natural or human-caused event, or when an event has or is anticipated to completely overwhelm local capabilities and will need assistance from the Host County; or

2. The Governor has activated the State Emergency Operations Plan and has declared a state of emergency pursuant to O.C.G.A. § 38-3-51 or a local government has declared a state of emergency pursuant to O.C.G.A. § 36-69-

2; or

3. A Risk County recognizes a gap in their ability to shelter their population. In such situations, the Risk County should contact their pre-arranged Host County to execute the responsibilities within the Georgia Shelter Plan and this MOA.

B. Timelines:

1. The timeline for activation of the agreed upon sheltering plan between the Host and Risk Counties is outlined in Timeline of Operations for Activation of County-to-County Agreements, incorporated and attached hereto as Exhibit 1. Specific arrangements between the Host and Risk Counties will be determined and memorialized in the Scope of Work, attached hereto as Attachment B.

2. If the pre-arranged Host County is not available, the Risk County may request assistance from GEMA/HS in finding an alternative Host County.

a) In notice events, the request for State assistance in identifying an alternate host county should be made at least forty-eight (48) hours prior to anticipated sheltering needs. For any requests made after the 48-hour pre-impact mark, shelter support services may be limited to necessities, with limited staffing and wraparound services. Should the sheltering event move beyond emergency evacuation sheltering, sheltering support services will be added as appropriate for the situation and population as agreed within this MOA.

b) For no notice events, the State will work with potential Host Counties to establish CTN Shelters as soon as practicable.

3. If no Host Counties are available to support the anticipated needs or the needs are expected to exceed the current Host County capacity, the State will begin working with private sector business/industry partnerships and non-profits active in disaster ("VOADS") to establish shelters for Risk County.

VI. TERM.

This MOA shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOA. This MOA shall remain in full force and effect until and unless terminated through written notice by any of the Parties. If such written notice is not provided, this MOA will automatically renew for another one (1) year term. Termination or expiration of this MOA shall not affect any obligations which by their nature survive termination or expiration.

VII. TERMINATION.

A. Approximately four (4) months prior to the beginning of each calendar year's Atlantic Hurricane Season (about February of each year), the Parties shall meet to review and negotiate any revisions that would be incorporated into that year's MOA.

B. On or before April 1 of each calendar year the Parties shall report any known resource gaps to GEMA/HS and the STF and determine the readiness status of executing the MOA.

C. This MOA may be terminated by any Party giving one hundred eighty (180) days written notice to the other Parties. Once executed by all Parties, the MOA cannot be terminated during that calendar year's Atlantic Hurricane Season as defined by the National Hurricane Center, approximately June 1st through November 30th.

D. Upon expiration of the term of this MOA or termination of the MOA, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for any and all such obligations.

VIII. RESPONSIBILITIES

A. **Risk County Responsibilities:**

1. Preparedness

a) Provide updated CTN evacuee estimates to Host County and Georgia Shelter Taskforce prior to April 1st each year.

b) Communicate with Public Health to maintain up to date status of the County's Hurricane Registry.

c) Maintain transportation contracts for individuals on CTN evacuees.

d) Develop plans to manage and operate CPPs for CTN evacuees.

e) Work to address the sheltering needs and evacuation needs identified within the county with county resources.

f) Annually Update and review CTN Shelter MOA with Host County.

g) Work with Host County, the STF, and ARC to exercise shelter plan.

2. Response

a) Assess the hurricane threat and make key evacuation decisions based on the potential risks to the community.

b) Issue evacuation orders.

c) Ensure that all planning partners and stakeholders are aware of the evacuation order.

d) Confirm with Host County Shelters are ready to take CTN evacuees.

e) Notify Host County CTN Buses are enroute.

f) Upload CTN Bus rosters to WebEOC.

g) Activate local transportation plans and CPPs.

h) Notify host county when last CTN transportation has left CPP and active evacuation operations are concluding.

i) Work with Host County on transportation plan returning evacuees in accordance with Risk County reentry policies and procedures.

3. Recovery

a) Conduct damage assessments and determine areas in which evacuees can return home. Determine county post event status level and report to GEMA/HS via WebEOC

b) If necessary, set up local sheltering options for individuals that cannot return to their homes.

c) Work with host county to ensure applicable shelter costs are reimbursed.

B. **Host County Responsibilities:**

1. Preparedness

a) Develop agreements with local facilities and planning partners to build and maintain a shelter capability.

b) Work with the ARC and Georgia Shelter Taskforce to ensure the local shelter plan is ready to accommodate evacuating populations.

c) Local shelter plan should include applicable reimbursement policies.

d) CTN host counties should prepare and plan for accepting CTN buses to shelter facilities.

e) Maintain agreements with private industry vendors to support local sheltering needs.

f) Work with the local partners to resource and manage shelter facilities.

2. Response

a) Initiate local hurricane evacuation shelter plans.

b) Work with the ARC and State to open shelters as needed for hurricane evacuees.

c) Report shelter populations every four (4) hours in WebEOC during the evacuation process.

d) Report shelter populations every 12 hours once the evacuation is complete.

e) Execute local contracts for wrap around services as needed.

f) Request additional resources from the State once local resources are exhausted.

g) Track costs associated with shelter operations include facility use, feeding, vendor agreements, staffing costs, etc.

3. Recovery

a) Close shelters and assist Risk County with the tracking of evacuees as they return home.

b) Work with Risk County and the STF to recoup any eligible shelter related expenses.

C. **GEMA/HS Responsibilities:**

1. Coordinate and be ready to assist local government with identifying evacuation needs and capabilities of communities.

2. Control and direct the implementation of a regional or statewide sheltering process for a hurricane or tropical storm making landfall on the coast of Georgia.

3. Responsible for the creation of the Georgia Shelter Plan and the procurement of necessary federal support for same.

4. Activation of a process which will allow for the potential reimbursement of Host and Risk Counties for eligible activities undertaken in support of the sheltering program.

5. If the evacuation and/or sheltering resulted from a major disaster or emergency under 44 C.F.R. § 206.36 and § 206.35, respectively.

    a) GEMA/HS will comply with all requirements of applicable laws and regulations found in 44 C.F.R., 2 C.F.R., 6 C.F.R., and the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5207.

    b) GEMA/HS will follow all applicable cost-sharing requirements per 44 C.F.R. § 13.24.

6. Coordinate re-entry efforts with all stakeholders.

7. Assist Host and Risk County with shelter needs, including wraparound services.

D. **Mutual Responsibilities:**

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings and other means of communication. Including a representative of the other party(s) in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

2. The relationship created by this MOA is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties to this MOA.

3. The Parties will work together to perform the responsibilities required under this MOA. At the request of any Party, a meeting or conference will be held between the Parties' representatives to resolve any problems or develop any improvements in the operation of this MOA.

4. Ensure all disaster relief and assistance be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Section 308 of the Stafford Act.

5. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.

6. Actively participate in reviewing and carrying out responsibilities outlined in the State and Local Emergency Operation Plans (EOPs).

7. During the time of disaster and readiness, provide public information of the parties' cooperative efforts through the public information offices of the ARC and the STF.

8. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.

9. Any Party which has members of its staff at the shelter must ensure those staff members safeguard evacuees' privacy when collecting, using, maintaining, storing and allowing access to evacuee information.

    a) Shelter staff should collect only the information that is necessary to register shelter clients, identify appropriate assistance needs, and maintain a safe shelter environment. Shelter staff may not ask for personal information inappropriate for shelter operations, such as social security number, citizenship or immigration status information.

10. Widely distribute this MOA within the ARC's and the STF's departments and administrative offices and urge full cooperation.

IX. CONTACTS

The Principal Contacts for each of the Parties are as follows:

A. **Baldwin County**________________________________
[Host County]

1. Principal Contact:
Name: ________________________________
Title: ________________________________
Address: ________________________________
Address: ________________________________
Mobile Phone: ____________________________
Email: ________________________________

2. Secondary Contact:
Name: ________________________________
Title: ________________________________
Address: ________________________________
Address: ________________________________
Mobile Phone: ____________________________
Email: ________________________________

B. **Liberty County**________________________________
[Risk County]

1. Principal Contact:
Name: (Bob) Robert Dodd__________________________
Title: EMA Director________________________________
Address: 100 Liberty Street, Hinesville, GA 31313
Mobile Phone: 912-255-2463________________________
Email: robert.dodd@libertycountyga.gov________________

2. Secondary Contact:
Name: (Trip) Thomas W. Duke III____________________
Title: EMA Deputy Director__________________________
Address: 100 Liberty Street, Hinesville, GA 31313
Mobile Phone: 912-255-9530________________________
Email: thomas.duke@libertycountyga.gov

C. **The Georgia Emergency Management and Homeland Security Agency**

1. Principal Contact:
   Zack Saunders
   Mass Care Program Manager
   Office: 470-225-3816
   Cell: 404-401-5852
   zackary.saunders@gema.ga.gov

2. Secondary Contact:
   Stella Kim, M.Ed, GA-CEM
   Community Recovery Department Manager
   Office: 470-372-5001
   Cell: 404-860-0517
   stella.kim@gema.ga.gov

X. REIMBURSEMENTS

A. General Terms.

1. In consideration of the scope of providing sheltering services the Risk County agrees to reimburse the Host County for all the allowable, allocable, and reasonable costs incurred as outlined in this MOA. The Host County will send the Risk County invoices at least quarterly and no more frequently than monthly, and Risk County agrees to pay Host County within thirty (30) days of receipt of such invoices.

2. The reimbursement process will begin as soon as the Host County incurs costs as the result of operating mass care shelters. It is highly recommended that a person be designated by the Host County to compile and organize this cost data as it is being created. The organization and maintenance of accurate cost records, besides being necessary for reimbursement, will be required for any possible future audits that may be conducted by outside agencies.

3. If the Host and Risk Counties opt to pay upfront for the sheltering services as allowed and reasonable under the Plan, the Parties may later seek reimbursement for eligible expenses under the FEMA Public Assistance program.

4. THE PARTIES SHALL NOT SEEK REIMBURSEMENT OF ANY COST WHERE DUPLICATE FUNDING IS AVAILABLE FROM ANOTHER STATE OR FEDERAL PROGRAM, INSURANCE, OR ANY OTHER SOURCE TO REIMBURSE THE SAME COST.

5. Costs incurred by the parties shall be reasonable pursuant to applicable federal regulations and federal costs principles. A cost is considered reasonable if, in

its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Reasonable costs per Federal regulation are discussed in greater detail in Sections B. and C. below.

6. Reimbursement is allowed for damage to the facility or other property of the owner of the facility, except for reasonable wear and tear to the extent caused by the operations of the parties. Reimbursement for facility damage will be based on replacement at actual cash value. The Parties, in consultation with the facility or property owner will select from among bids from at least three reputable contractors. The Parties are not responsible for storm damage or other damage caused by the disaster or any third party not under the Parties authority or control.

B. Eligible Costs for Reimbursement. Costs that can be directly tied to the performance of eligible sheltering work are eligible. To be eligible such costs must be:

1. Reasonable and necessary to accomplish the work and

2. Compliant with federal, state and local requirements for procurement.

C. Eligible Regional Sheltering Costs. Eligible regional sheltering costs may include, but are not limited to, the reasonable costs for:

1. **Staff.** Eligible shelter staff costs include, but are not limited to:

a) Medical staff;

b) Personal assistance service staff;

c) Veterinary and animal care staff;

d) Public Information Officer;

e) Social workers;

f) Food service workers;

g) Custodial and facilities staff; and

h) National Guard personnel.[3]

2. **Facilities.** Costs associated with shelter facilities are only eligible for the time the facility is actively used to shelter survivors. Eligible shelter services include, but are not limited to:

a) Minor modifications to buildings used for mass sheltering, if necessary to make the facility habitable, compliant with the Americans with Disabilities Act (ADA), functional as a childcare facility, or functional as an animal shelter;

b) Facility lease or rent (at the market rate; loss of revenue is not eligible);

c) Utilities, such as power, water, and telephone;

d) Generator operation (but not purchase);

e) Shelter safety and security;

f) Shelter management;

g) Supervision of paid and volunteer staff;

h) Cleaning the shelter, linens, and animal crates;

i) Phone banks for disaster victims, if essential and necessary; and

j) Secure storage space for medical supplies.

3. **Supplies and Commodities**. Eligible items are those needed for, and used directly on, the declared disaster, and are reasonable in both cost and need. Examples include:

a) Hot and cold meals, snacks, beverages, and related supplies for survivors;

b) Cooking and serving supplies;

[3] The Governor may activate National Guard personnel to State Active Duty in response to an incident. Labor costs and per diem, if applicable, are eligible for State Active Duty personnel performing eligible work. Both straight-time and overtime are eligible, including fringe benefits.

c) Food, water, and bowls for household pets and service and assistance animals;

d) Durable medical equipment;

e) Consumable medical supplies;

f) Medication for animal decontamination and parasite control;

g) Infant formula, baby food, and diapers;

h) Refrigerators, microwaves, and crock pots;

i) Cots, cribs, linens, blankets, pillows, tables, and chairs;

j) Crates, cages, leashes, and animal transport carriers;

k) Personal hygiene kits with items such as shampoo, soap, toothpaste, a toothbrush, towels, and washcloths;

l) Animal cleaning tables and supplies;

m) Linens, blankets, pillows;

n) Towels and washcloths;

o) Televisions and radios (1 per 50 shelter residents; basic CATV service is eligible);

p) Computers (1 per 25 shelter residents);

q) Internet service, including Wi-Fi;

r) Basic cable service;

s) Toys and books; and

t) Washers and dryers (1 each pers 50 shelter residents).

4. **Labor Costs**. The labor force of the Host County, while providing services under the terms of the MOA to the Risk County will be treated as contract labor, with regular and overtime wages and certain benefits eligible, provided labor rates are reasonable. Labor force costs (both regular and overtime) from Risk County who is providing shelter operations personnel to CTN Shelter are

eligible as long as the Risk County and the Host County have a county-to-county mutual aid agreement, like this CTN Shelter MOA. Temporary employee costs (both regular and overtime) hired by Host or Risk County are eligible reimbursement costs.[4]

a) The labor costs for volunteer agency's workers, like the ARC, at shelter facilities owned or leased by the participating counties or the State are ineligible for reimbursement. *Please see PAPPG p.120.*

b) Costs paid to the ARC or other Non-governmental Organizations ("NGOs") to operate shelters under a written agreement may be eligible for reimbursement (costs that ARC or other NGOs incur under their own organizational mission – i.e., independent of any Federal or State request – are ineligible for reimbursement). *Please see PAPPG p.122.*

5. **Equipment**. The use of applicant-owned or leased equipment (such as ambulances, buses, trucks, or other vehicles) to provide eligible evacuation or sheltering support will generally be reimbursed according to the FEMA Schedule of Equipment Rates.

6. **Emergency Medical Services**. For the purposes of screening the health of shelter residents, assessing and treating minor illnesses and injuries, and making referrals (e.g., calling 911), mass shelters may be staffed with emergency medical technicians, paramedics, nurses, or physicians. The number of medical staff will vary according to the size and type of shelter population. State Medical Support Shelters will require higher-skilled medical staff (e.g., registered nurses) than a general population shelter.

a) The following costs related to the provision of emergency medical services in a mass sheltering environment may be eligible for reimbursement:

(1) First aid assessment.

(2) Provision of first aid and health information, including materials (bandages, etc.).

[4] Under Sections 403, 407, and 502 of the Stafford Act, eligible emergency labor costs are those costs incurred by an eligible applicant while performing eligible work. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel is not included in the cost of eligible emergency work. However, straight-time hours are used to calculate the number of overtime hours that are eligible for reimbursement. RP9525.7, *Labor Costs – Emergency Work*, dated November 16, 2006, states that reimbursement of labor costs for employees performing emergency work is limited to actual time worked, even when the applicant is contractually obligated to pay for 24-hour shifts. FEMA will reimburse up to 24 hours for each of the first two days, and up to 16 hours for each of the following days for emergency work.

(3) Provision of health information.

(4) Special costs of caring for individuals with chronic conditions.

(5) Supervision of paid and volunteer medical staff.

(6) Prescriptions required for stabilizing the life of an evacuee/sheltered (supply not to exceed 30 days).

(7) Medical staff for emergency and immediate life stabilizing care, including mental health and medically fragile evacuee populations.

(8) Public Information Officer.

(9) Medical waste disposal.

(10) Social Worker.

b) The costs of triage, medically necessary tests, and medications required to stabilize an evacuee/shelter patient for transportation to a hospital or other medical facility may be eligible. The PA applicant should not seek reimbursement for these costs if underwritten by private insurance, Medicare, Medicaid or a preexisting private payment agreement. Long-term treatments are not eligible, in accordance with FEMA Recovery Policy 9525.4.[5]

(1) The costs of transporting an evacuee/shelter patient to a hospital or other medical facility may be eligible.

(2) If mass shelter medical staff determine that an evacuee/shelter patient requires immediate medical or surgical attention, and requires transportation to a hospital or other medical facility for necessary and emergency life sustaining treatment not available at the shelter, the costs associated with such evacuee/shelter patient transportation, diagnosis, testing and initial treatment are eligible. Eligible outpatient costs are limited to:

[5] Ineligible costs include the following: (a) Medical care costs incurred once a disaster victim is admitted to a medical care facility on an inpatient basis. (b) Costs associated with follow-on treatment of disaster victims beyond 30 days of the emergency or disaster declaration. (c) Increased administrative and operating costs to the hospital due to increased or anticipated increased patient load. (d) Loss of revenue. *Ineligible costs remain ineligible even if incurred under mutual aid or other assistance agreements.*

(a) Local professional ambulance transport services to and from the nearest hospital equipped to adequately treat the medical emergency.

(b) Physician services in a hospital outpatient department, urgent care center, or physician's office, and related outpatient hospital services and supplies, including X-rays, laboratory and pathology services, and machine diagnostic tests for the period of time that the evacuee/shelter patient is housed in congregate sheltering.

(3) Vaccinations administered to protect the health and safety of congregate shelter patient and supporting emergency workers are, for transmissible or contagious diseases, an eligible expense.

7. **Transportation.** Transportation of evacuees to congregate shelters is an eligible expense when the means of transportation is the most cost-effective available. Other transportation services may be provided pursuant to Section 419 of the Stafford Act.

8. **Shelter Safety and Security.** Additional reimbursable safety and security services may be provided at congregate shelters, based upon need. Police overtime costs - associated with providing necessary, additional services at congregate shelters - are eligible for reimbursement.

9. **Cleaning and Restoration.** The costs (to the Applicant) to clean, maintain, and restore a facility to pre-congregate shelter condition are eligible.

10. **Animal Shelters.** Generally, congregate sheltering facilities do not allow household pets (except service animals assisting people with disabilities), due to health and safety regulations. Eligible animal shelter costs include costs associated with the provisions of rescue, shelter, care, and essential needs (e.g., inoculations) for evacuee and rescued household pets and service animals, to include veterinary staff for emergency and immediate life-stabilizing care. Exhibition or livestock animals are not eligible for animal sheltering.

11. **Costs Related to Accessibility.** Care for survivors with disabilities or access and functional needs, including the provision of the following personal assistance services:

a) Grooming, eating, walking, bathing, toileting, dressing, and undressing;

b) Transferring (e.g., movement between a cot and wheelchair or wheelchair to restroom facilities);

c) Maintaining health and safety;

d) Assistance with self-administering medications; and

e) Communicating or accessing programs and services.

D. State and Federal Reimbursement Process.

1. All Parties understand and acknowledge that any reimbursements from the State or Federal government are subject to availability of eligible Federal funds and potential reimbursements from the Georgia Governor's Emergency Fund. As such the Parties agree to comply with all applicable federal, state, and local laws, regulations, policies, directives, procedures, and requirements throughout the duration of this MOA.

2. The Parties shall comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, found at Title 2 CFR Part 200. Further, the parties understand and agrees that 2 CFR 200.326 and Appendix II to Part 200 require all contracts funded in a whole or in part with federal monies to include the provisions set forth in Attachment A, hereinafter incorporated into this MOA, and will abide by these terms as applicable in performing the services under this MOA.

XI. GENERAL PROVISIONS.

A. **Amendments.** Any Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by and between the Parties to this MOA shall be incorporated by written instrument and effective when executed and signed by both Parties to this MOA.

B. **Confidentiality Requirements**. The Parties shall treat all individually identifiable information, including personal and/or health information, that is obtained or viewed by the Parties' officers, employees, volunteers, agents, representatives, or authorized subcontractors in the performance of this MOA as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of the Parties' responsibilities.

C. **Headings.** The headings in this MOA are inserted for reference and convenience only and shall not enter into the interpretation hereof.

D. **Incorporation of Exhibits and Attachments**. The following attachments are attached hereto and incorporated herein.

1. Exhibit 1: Timeline of Operations for Activation of County-to-County Agreements;

2. Exhibit 2: County-to-County Agreement Summary;

3. Exhibit 3: The American Red Cross of Georgia, Letter of Intent;

4. Exhibit 4: The Salvation Army Georgia Division, Letter of Intent;

5. Attachment A: Federal Terms and Conditions; and

6. Attachment B: Scope of Work.

E. **Public Records**. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this MOA, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this MOA, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

F. **Record Retention**. The Parties shall preserve and make available its records for a period of five (5) years from the date of final payment under this MOA, and for such period, if any, as is required by applicable statute or this MOA. If the MOA is completely or partially-terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.

G. **Right to Audit**. The Parties shall make its books, documents, papers, and records available for examination and audit by the other Parties, the Georgia Attorney General's Office, the State Department of Audits and Accounts, and/or authorized state or federal personnel for a period of five (5) years. Any records requested hereunder shall be produced promptly for review at the location specified in the request during normal business hours or sent to the requesting authority by certified mail, with a copy sent by electronic mail, within fourteen (14) Calendar Days following a request. Any Party shall have the right to timely access, use, disclose, and duplicate all information and data received in accordance with applicable state and federal laws and regulations. Any Party will only conduct audits as determined reasonably necessary and upon reasonable terms and conditions. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this MOA, or costs and expenses of any such MOA as to which exception has been taken by the State Department of Audits and Accounts (or the Federal equivalent) or any of its duly authorized representatives, shall be retained by every Party until such appeals, litigation, claims or exceptions have been disposed of.

H. **Liability**. The Parties do not waive their sovereign immunity by entering into this MOA. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA. The Parties may not agree to indemnify or hold harmless any other Party. The only liability which the Parties may incur is that provided for by Georgia law.

I. **Funding**. All activities pursuant to this MOA are subject to the availability of appropriated funds and each Party's budget priorities.

J. **State Laws**. The validity, construction, and effect of this MOA shall be governed by the laws of the State of Georgia.

K. **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of the MOA.

L. **Force Majeure**. No Party will be liable to any other Party for nonperformance resulting from labor strikes, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of any Party.

M. **Parties' Signature and Authority.** The Parties' representatives, in signing the MOA, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this MOA warrant that they have full and current legal authority to act and contract on behalf of their Parties.

N. **Jurisdiction And Venue**. In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this MOA, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

O. **Compliance With Applicable Laws and Regulations**. It is understood and agreed that nothing contained in the MOA, or any related MOA shall require any of the Parties herein to violate any policies of the Parties, or any laws or regulations of the United States or the State of Georgia.

P. **Statement of Non-Discrimination.** The Parties agree that in the performance of the MOA they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the Parties' policies.

Q. **Severability.** Should any portion of this MOA by judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in effect and the Parties may renegotiate the terms affected by the severance.

R. **Survivability.** The MOA shall remain in full force and effect to the end of the specified term or until terminated pursuant to the MOA. All obligations of the Parties incurred or existing under the MOA as of the date of expiration or termination will survive the termination or expiration of the MOA.

S. **Reservation of Rights**. This MOA will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this MOA shall be construed to prohibit the Parties from using information developed under this MOA in furtherance of their statutory duties, rights, and obligations.

T. **Boycott Of The Nation of Israel Prohibited.** Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this MOA.

U. **Conflicts of Interest.** The Parties hereto state that the provisions of O.C.G.A. § 45-10-20 et seq., regarding conflicts of interest, have not been violated and will not be violated in any respect.

V. **Certification Regarding Sales and Use Tax**. By executing the MOA, the Parties certify they are either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Parties also acknowledge that the State may declare the MOA void if the above certification is false. The Parties also understand that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

W. **Drug-Free Workplace**. The Parties hereby certify as follows:

1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this MOA; and

2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this MOA; and

3. Parties will secure from any sub-contractor hired to work on any job assigned under this MOA the following written certification: "As part of the subcontracting contract with [the Party's name] [(Sub-Contractor's Name)] certifies to [the Party's name] that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this MOA pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3."

4. A Party may be suspended, terminated, or debarred if it is determined that:

   a) A Party has made false certification here in above; or

   b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

X. **Sexual Harassment Prevention.**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that

Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

   a) the Party has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

   b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

   c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.

2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

   a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

   b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or the Party will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Y. **<u>Debarred, Suspended, and Ineligible Status</u>**. The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation, 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if that Party or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XII. **<u>Entire Agreement; Waiver; Signature and Delivery</u>.** This MOA, including the incorporated Exhibits and Attachments, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this MOA will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this MOA electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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XIII. SIGNATURE

In witness whereof, the Parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

____
[HOST COUNTY]

_________________________________ _____________
Name: _____________________________ Date
Title: _____________________________

____
[RISK COUNTY]

_________________________________ _____________
Name: _____________________________ Date
Title: _____________________________

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

_________________________________ _____________
Name: _____________________________ Date
Title: _____________________________

EXHIBIT 1

Timeline of Operations for
Activation of County-to-County Agreements

Operational Status	**Initiation Time –/ + HRS**	• **Actions**
OPCON 5		• Partner agencies monitor forecasts and begin reviewing shelter plans. • Conduct quarterly State Shelter Task Force Meetings. • State partners maintain open lines of communication with each other and coastal county EMAs.
OPCON 4	Within 120 hours	• Georgia State Shelter Task Force Emergency coordination meetings are activated. • Coastal counties are actively monitoring the weather and are notifying the host counties for possible activation of the County-to-County CTN agreements. • Coastal counties ensure CTN transportation plan is ready to activate. • Host counties begin working with ARC to confirm shelter facility availability. • DHS begins to create staffing rosters for potential shelters. • DPH begins coordinating with local health districts to create clinical staff rosters for potential shelters. • ARC begins the process of creating staffing rosters for potential shelters. • Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies. • ESF-6 reports to SOC to begin in person preparations. • ESF-6 begins County-to-County CTN agreement coordination calls. • DHS continues to create staffing rosters for potential shelters. • DPH continues coordinating with local health districts to create clinical staff rosters for potential shelters. • ARC continues the process of creating staffing rosters for

EXHIBIT 1

		potential shelters. • Host counties confirm shelter facility availability. • Host counties notify the state and ARC of any facilities that are not available to host shelter. • Host counties work with ARC and State partners to begin pre-staging of shelter equipment and supplies.
OPCON 3	Within 72 hours	• Coastal counties could choose to issue evacuation orders as soon as 72 hours prior to the onset of tropical storm force winds. ○ The decision to evacuate will be made based on estimated clearance times for each county. Counties will issue evacuation orders sometime between 72 and 36 hours prior to onset of tropical storm force winds. • Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies. • DHS finalizes staffing rosters for potential shelters. • DPH works with local health districts to finalize clinical staffing rosters for potential shelters. • ARC finalizes staffing rosters for potential shelters. • Coastal counties close CTN registries. • Host counties work with ARC and State to pre-stage shelter assets, resources, and personnel. • Coastal Counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district. • DPH coordinates the evacuation of Medical Needs individuals with the local public health district and County EMA. • Medical Needs, CTN and General Population shelters should be ready to be opened. • DHS and ARC deploy staff to open CTN and self-evacuation shelters as needed.

EXHIBIT 1

		• DPH coordinates with local health districts to deploy clinical staff as needed.
OPCON 2	Within 48 hours	• Additional evacuation orders are made by Coastal Counties. ○ Evacuation orders from counties must be made no later than 36 hours prior to the onset of tropical storm force winds. • Georgia Shelter Taskforce Emergency Coordination calls continue. • Coastal counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district. • DPH continues to coordinate the evacuation of Medical Needs individuals with local public health district and county EMA. • Coastal counties set up and organize evacuation county pick up points. • ARC works with shelter partners to open CTN shelters as needed. • Host counties are prepared to accept CTN evacuees. • Host counties provide updates on shelter populations every four hours during evacuation. • Final pre-staging arrangements are made by ARC, local and State governments. • DHS, DPH, ARC staff are ready to respond, and open shelters as needed. • DHS and ARC deploy staff to open CTN and self-evacuation shelters as needed. • DPH coordinates with local health districts to deploy clinical staff as needed. • ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.

EXHIBIT 1

		• Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.
OPCON 1	Within 24 hours of onset of Tropical Storm Force Winds	• Coastal counties finalize evacuation efforts. • Coastal counties upload CTN bus rosters to WebEOC. • Host counties open all CTN shelters and are ready to receive evacuees. • Host counties provide updates on shelter populations every four hours during evacuation. • Georgia Shelter Emergency Taskforce meetings continue. • CTN county coordination conference calls continue. • DHS and ARC deploy staff to open CTN and self-evacuation shelters. • DPH coordinates with local health districts to deploy clinical staff as needed. • ESF-6 coordinates the opening of CTN shelters and tracks CTN buses. • ESF-6 monitors WebEOC for resource requests. • ESF-6 keeps open lines of communication with supporting ESFs, NGOs, and other State partners. • ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas. • Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.

EXHIBIT 1

Response	First 72 hours post landfall	• Coastal counties conduct preliminary damage assessments as soon as possible. • Results of damage assessment are communicated to GEMA/HS and ESF-6 as soon as possible to determine how long shelters will be open and when the re-entry process will begin. o If major or catastrophic damage occurs in any of the coastal counties, it is likely the corresponding county-to-county CTN shelters and some self evac shelters will have to be opened for an extended period (more than 72 hours post landfall). • For shelters that are determined to be open for longer than 72 hours post landfall, additional wrap around services and accommodations are provided (i.e. additional shower trailers, bathrooms, etc.). • ARC continues to surge staff per staffing matrix to relieve government partners. After 72 hours post impact 75% of staff will be ARC. • Coastal counties identify facilities within their jurisdiction that could be opened post re-entry. • Host counties continue to report shelter populations every 12 hours. • ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.

EXHIBIT 2

County-to-County Agreement Summary

Critical Transportation Needs (CTN) Risk- Host County Partnerships			
Risk County	Host County	Travel Time in Minutes	Distance in Miles
Bryan	Candler	60	66
Camden	Crisp	180	180
Chatham	Bibb	150	165
Effingham	Montgomery	100	95
Glynn	Dougherty	180	180
Liberty	Baldwin	150	165
McIntosh	Dodge	140	130

Georgia State Sheltering Plan Commitments

2024

American Red Cross

Item 4.

Georgia State Sheltering Plan Commitments

Georgia Region

The American Red Cross recognizes that emergency planning, which encompasses the whole community in your jurisdiction, requires that you be aware of the resources available from the partners that you rely on, and we want to be as transparent as we can to make commitments that are clear, definitive, and deliverable.

In this document you will find helpful information detailing our commitments to Georgia Emergency Management Agency (GEMA), including a Letter of Intent. The LOI outlines our tropical cyclone/hurricane specific commitments.

Contact Information			
Title	Name	Phone	Email
Regional Disaster Officer	Adelaide Kirk	706-366-4096	Adelaide.Kirk@redcross.org
Regional Deputy Disaster Officer	Jeremy McLendon	470-796-6827	Jeremy.McLendon@redcross.org
Senior Disaster Program Managers	Jarrod Cochran Kelly Crane	470-813-5586 912-601-9012	Jarrod.Cochran@redross.org Kelly.Crane@redcross.org
Red Cross State Liaison	Katie Eckardt	706-817-7675	Katie.Eckardt@redcross.org

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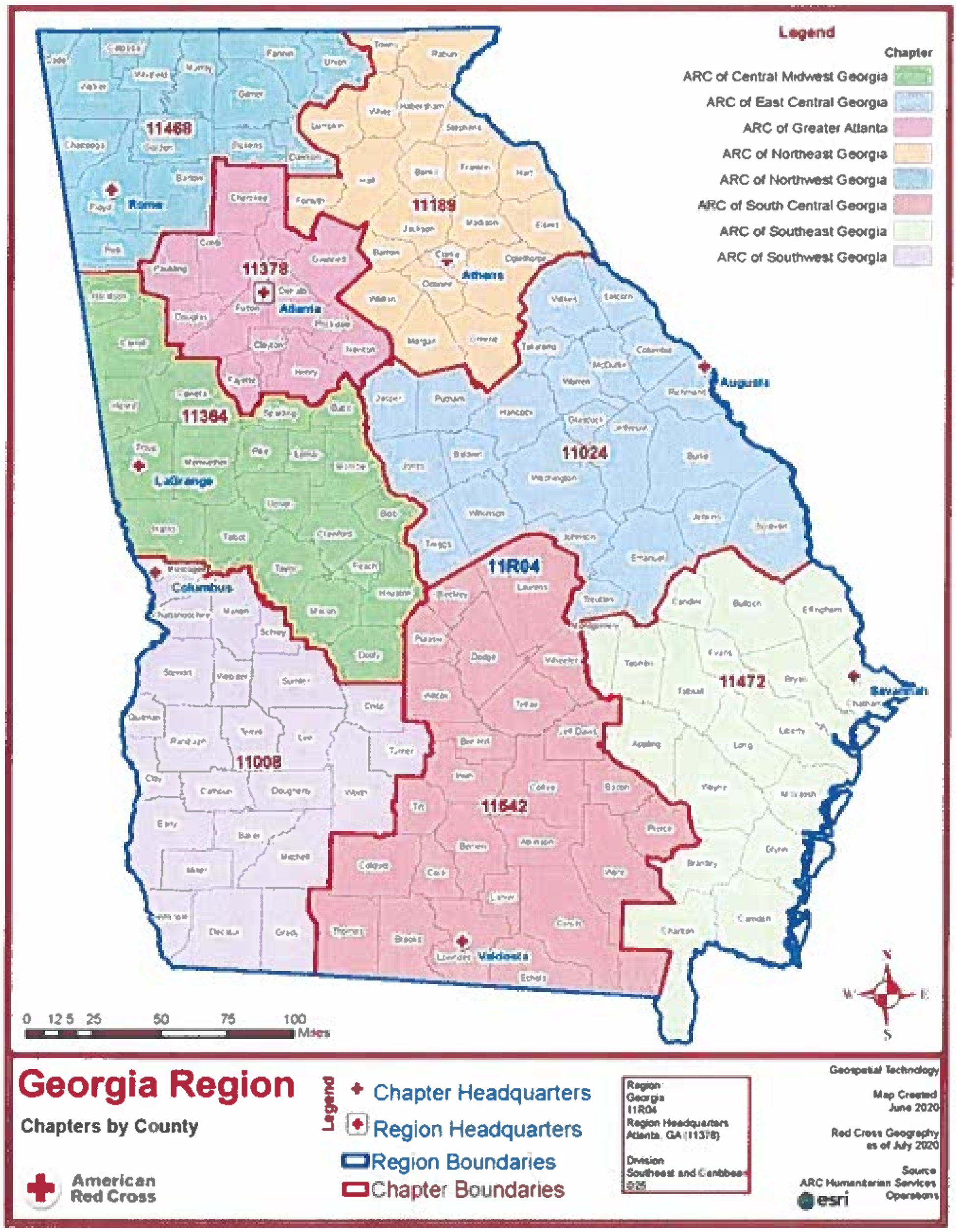
Contents

The Georgia Region is broken into 8 Chapter Areas, including:

1. Northwest Georgia
2. Northeast Georgia
3. Greater Atlanta
4. Central Midwest Georgia
5. East Central Georgia
6. Southwest Georgia
7. South Central Georgia
8. Southeast Georgia



XIV. Notice Event (Landfalling Tropical Cyclones Only)

Notice Events are defined as tropical cyclones or hurricanes with potential for landfall along coastal Georgia. Events such as this may require significant coordination at multiple levels to effectively support sheltering and other mass care operations, thus, this type of event is coordinated differently by the Red Cross than a no notice event. Red Cross support, coordination, and management of notice events will often be coordinated at a division or national level to support large-scale resource management.

As a support agency for Mass Care Services in the state of Georgia , the American Red Cross continues to offer support for evacuation and post impact shelter management, staff support in County managed shelters, provide training for County personnel in shelter operations, provide a shelter management transition if requested and approved by both parties, and coordinate with the County's Emergency Operation Center by providing a liaison to coordinate activities between the Red Cross and the County.

Material Resources may be limited both pre-landfall, and immediately following landfall, until the situation stabilizes. As a standard, the Red Cross will only fulfill requests for cots and blankets pre- landfall to support 10% of the anticipated shelter population. Evacuating residents are expected to evacuate with adequate supplies to support themselves in a shelter environment for at least 72 hours.

In situations where a shelter management transition is needed, planned or unplanned, a request via your government operations liaison is required. This will help with Red Cross planning considerations on how to best support the transition request. Through continual communication between Red Cross government operations liaisons and County Emergency Management on sheltering needs, transition timeline and resources will help ensure continuity of shelter operations. This includes the assessment of facilities and sheltering options available post-impact.

XV. 2024 Letter of Intent

The American Red Cross is grateful to partner with Georgia Emergency Management Agency (GEMA) and is committed to being a trusted and valued partner. To continue to build our transparent and trusting partnership, we believe it is critical to clarify roles, set expectations, and quantify our operational capacity for 2024. This Letter of Intent further outlines our baseline commitments for the Georgia State Sheltering Plan.

During non-disaster periods the American Red Cross commits to supporting local Sheltering capacity building through

- Shelter Training and Exercises:
    a. The Red Cross is available for virtual or in person training and simulation support of personnel in sheltering operations as deemed appropriate and with adequate planning.
        i. This training includes, but is not limited to, Shelter Fundamentals, Shelter Management trainings and Shelter Simulation exercises.

Next, we will outline the Red Cross' commitment to the Georgia State Sheltering Plan for a notice event, which would be a tropical event that has the potential to have impacts beginning along the Georgia coastline. Tropical events that begin impacting the continental US in the Gulf, are often subtropical events by the time they reach Georgia, and our response for those events are covered as part of our no- notice event commitments with individual counties. Below, you will find our stated baseline commitments for the 2024 Hurricane Season. The Red Cross relies on steady communication and requests for support from our partners to ensure seamless coordination. Requests for resources and coordination conversations, ensure the baseline commitments outlined below are fulfilled. If communication has not been established or consistent, the Red Cross will contact GEMA at 24 hours before the earliest reasonable arrival time of tropical storm force winds, as determined by the National Hurricane Center, to confirm the need for ARC resources (human and material) pre-landfall. <u>If not confirmed, those resources will be allocated to other jurisdictions that have a need. Any requests past this point in time will be honored based on availability and ability to move safely.</u>

- Government Liaison/EOC Representative:
    a. Red Cross will assign a dedicated liaison virtually or in person, to the State Operations Center (SOC) upon request, to insure uninterrupted communication and coordination between the State and the Red Cross.
- Pre-landfall Risk Shelters:
    a. Upon Request and in alignment with the Georgia Hurricane Plan, the Red Cross is committed to providing pre-impact and post-impact sheltering for Critical Transportation Needs residents of the following Counties: Bryan, Camden, Chatham, Effingham, Glynn, Liberty & MacIntosh.
        i. Red Cross will assume management of CTN shelter facilities.
        ii. Secondary staffing support teams will coordinate, and work alongside designated Department of Health Services staff as outlined in the State Sheltering Plan to support shelter operations in shelters in seven counties.

b. The Red Cross is committed to provide cots and blankets as outlined in the State Shelter Plan.
    i. Requests to open shelters requiring Red Cross resources (material or human) will be made no less than 48 hours prior to the arrival of tropical storm force winds, to ensure the safe movement of those resources.
    ii. Risk/Evacuation Shelters facilities must meet the Hurricane Shelter Site Selection Standards to receive Red Cross human resources or material resources.

- Pre-Landfall/Evacuation Period Feeding:
    a. Feeding at shelters through landfall will be the responsibility of The Salvation Army.
    b. Snacks and water will be provided by The Red Cross and provided based on anticipated shelter population.
- Post-Landfall Sheltering:
    a. Red Cross will participate in Evacuation Shelter Transition Planning discussions. Based on pre-disaster planning conversations, we anticipate the outcome of discussions will be that the Red Cross could transition to post impact (Recovery) sheltering within 72 hours of the return of safe conditions and as resources allow.
    b. We are committed to transitioning evacuation shelters to post impact short term shelters. If a shelter must be moved as part of the transition to post-impact sheltering, the Red Cross will work collaboratively with our Emergency Management partners to seek the best congregate shelter location options based on the event and location availability.

General Red Cross Roles Include: Providing Mass Care and Shelter services when requested by the State or Risk or Host County in response to an actual or potential disaster event. ARC Mass Care Sheltering functional areas include Sheltering, Feeding, Health Services, Mental Health Services, Spiritual Care Services, Reunification, Distribution of Relief Supplies, and Information and Referrals.

Red Cross Responsibilities:

1) Provide subject matter experts to coordinate the pre-identification, registration, and operation of CTN Shelters for the general population to include provision of services for individuals with access and functional needs.

2) Provide fixed feeding operations and bulk distribution of essential basic supplies (food, water, basic hygiene) to assist CTN evacuees at shelters.

3) Meet with representatives of the Risk and Host Counties to engage in Shelter planning and preparedness activities, as appropriate.

4) Provide a liaison to the SOC during large scale operations or upon request.

5) Coordinate and supply public information, crisis communications, and educational messaging with GEMA/HS External Affairs and ARC public information officer ("PIO").

6) Procure facility surveys with potential shelter site location owners/operators and other community-based sheltering stakeholder organizations, as appropriate.

7) Red Cross Mass Care and Shelter Training can be provided at the request of county, state and VOAD partners if requests are made in a timely manner.

8) Provide reunification and emergency welfare inquires. Coordinate ARC reunification efforts with the National Center for Missing and Exploited Children and other national reunification service providers.

9) Coordinate with Risk and Host Counties and the Shelter Task Force to identify, survey, and inventory adequate shelters within the Host Counties prior to a disaster.

10) Coordinate ARC Shelter Resident Transition operations with the state disaster recovery coordinator during transition to long-term recovery.

11) Coordinate, and request as needed from host county, provisions for Functional Needs Support Services for those with Access and Functional Needs residing in ARC Managed or ARC Partner-Managed shelters with DPH and DHS.

12) Provide and coordinate situational reports on sheltering operations.

13) Coordinate notification, activation, and deployment of personnel and equipment in support of CTN sheltering operations.

XVI. Post Impact Response Support

The Red Cross will strive to support immediately post impact through many of the methods described below. Exact methods will be based on event type, need, requests from partners, etc. Additional information about sheltering, shelter feeding, and services provided in shelters is clearly defined in the Notice sections of this document.

- **Community Feeding Post-Impact:**
    a. Upon the return of safe conditions, the Red Cross may, upon request, or based on community assessment, provide community feeding (fixed site, mobile, or both) as resources allow and following safe food handling protocols. Requests for community feeding from the County may require a minimum of 72 hours' notice to fulfill.
    b. The Red Cross may coordinate larger feeding operations with other feeding partners including catering vendors, non-government partners, and the Georgia Emergency Management Feeding Task Force.
- **Impact & Disaster Assessment:**
    a. The Red Cross will evaluate the humanitarian needs of the community, post impact, and will share those assessments with GEMA. This may include Mass Care needs and damage assessment information.

b. We request impact and damage assessment information be shared with the Red Cross to support planning and execution of services.
c. The Red Cross will include social vulnerability information and data in our response planning efforts to ensure we are making the most informed decisions, and providing services based on both everyday vulnerability and disaster caused needs.

- **Distribution of Emergency Supplies:**
  a. Red Cross has the capability to support the distribution of emergency supplies in bulk either at fixed sites or through mobile distribution routes. This can be in coordination with the county or through individual efforts. Items distributed will be determined from the Red Cross Disaster Assessment, and requests from the County and the community. Items and resources may vary by disaster.
- **Individual Disaster Care:**
  a. Individual Disaster Care includes Disaster Health Services, Disaster Mental Health, and Disaster Spiritual Care. The Red Cross, in coordination with local public health and other partners, is committed to making these services available in Red Cross managed, partner managed shelters, and in the community once it is safe to do so.
- **Shelter Resident Assessment:**
  a. In addition to community needs, the Red Cross will assess the individual needs to determine barriers to exiting shelter residents. While the Red Cross is a partner in Multi-Agency Shelter Transition Team (MASTT) efforts, we will conduct Shelter Resident Transition program in coordination with, or as a standalone service. We will share information collected through that process as appropriate, and use the information shared from MASTT to support our Shelter Resident Transition program.

Adelaide Kirk, Regional Disaster Officer, American Red Cross of Georgia

Red Cross Representative Name & Title (Print):

Adelaide Kirk

Red Cross representative Signature:

Date:

EXHIBIT 4

State Shelter Plan Letter of Intent 2025:

The Salvation Army, Georgia Division, intends to partner with Georgia Emergency Management Agency (GEMA), the Georgia Department of Human Services (DHS), The American Red Cross (ARC), The Georgia Department of Public Health (DPH) and Host and Risk Counties to execute the Georgia State Shelter Plan Atlantic Hurricane Evacuation Annex. To continue to build our transparent and trusting partnership, we believe it is critical to clarify roles, set expectations, and quantify our operational capacity for 2025. This Letter of Intent (LOI) outlines our baseline commitments for the Georgia State Sheltering Plan Atlantic Hurricane Evacuation Annex.

A. The Salvation Army, Georgia Division Points of Contact:

1. Principal Contact:
   Lanita Lloyd
   Director of Emergency Management and Disaster Services I
   000 Center Place
   Norcross, Georgia 30093
   lanita.lloyd@uss.salvationarmy.org
   Phone:404-550-3707

2. Secondary Contact:
   Cindy Puryear
   Emergency Disaster Services Assistant Director 1000
   Center Place
   Norcross, Georgia 30093
   Phone: 678-350-6269
   cindy.puryear@uss.salvationarmy.org

B. **The Salvation Army, Georgia Division Responsibilities:**

1. Preparedness
   a) Work with Host and Risk Counties and STF to develop feeding plan for CTN shelters.
   b) Identify food preparation sites if needed.
   c) Determine partner organizations that might assist with food preparation and/or distribution.
   d) Offer ServSafe and other Salvation Army Disaster Training to designated personnel at no charge to Host and Risk Counties as applicable.
2. Response
   a) Provide fixed and mobile feeding operations and bulk distribution of essential basic supplies (food, water, basic hygiene) to assist CTN evacuees as requested by County Emergency Management or Georgia ESF-6
   b) Provide emotional and spiritual care if requested.

EXHIBIT 4

3. Recovery
a) Provide self-stable food as requested by County Emergency Management or Georgia ESF-6.
b) When requested, provide disaster case management services to assist C1N evacuees.

C. **Mutual Responsibilities**

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings and other means of communication. Including a representative of the other party(s) in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

2. The relationship created by this LOI is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties to this LOI.

3. The Parties will work together to perform the responsibilities required under this LOI. At the request of any Party, a meeting or conference will be held between the Parties' representatives to resolve any problems or develop any improvements in the operation of this LOI.

4. Ensure all disaster relief and assistance be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Section 308 of the Stafford Act

5. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.

6. Actively participate in reviewing and carrying out responsibilities outlined in the State and Local Emergency Operation Plans (EOPs).

7. During the time of disaster and readiness, keep the public information of the parties' cooperative efforts through the public information offices of the ARC and the STF.

8. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.

9. Any Party which has members of its staff at the shelter must ensure those staff members safeguard evacuees' privacy when collecting, using, maintaining, storing and allowing access to evacuee information.

   a) Shelter staff should collect only the information that is necessary to register shelter clients, identify appropriate assistance needs, and maintain a safe shelter environment. Shelter staff may not ask for personal information inappropriate for shelter operations, such as social security number, citizenship or immigration status information.

10. Widely distribute this LOI within the ARC's and the STF's departments and administrative offices and urge full cooperation.

D. **Signature**

In witness whereof, the Party to this LOI through their duly authorized representatives have executed this LOI on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this LOI as set forth herein.

THE SALVATION ARMY, GEORGIA DIVISION

Signature: ______________________

Name: Major Barry Corbitt

Date: 3/10/25

Title: The Salvation Army, Georgia Divisional General Secretary

ATTACHMENT A

Federal Terms and Conditions

During the performance of this MOA, the Parties agree as follows:

Equal Employment Opportunity.

During the performance of this MOA, the Parties agree as follows:

1. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall 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 training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Parties will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Party's legal duty to furnish information.

4. The Parties will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Parties' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Parties will comply with all provisions of Executive Order ("E.O.") 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Parties will furnish all information and reports required by E.O. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Parties' noncompliance with the nondiscrimination clauses of this MOA or with any of the said rules, regulations, or orders, this MOA may be canceled, terminated, or suspended in whole or in part and a Party may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Parties will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of E.O. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Parties will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Parties may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

   Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the MOA.

   The Parties agree that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Parties and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The Parties further agree that it will refrain from entering into any agreement or agreement modification subject to E.O. 11246 of September 24, 1965, with a Party debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the E.O. and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Parties and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the E.O.. In addition, the Parties agree that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this MOA (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Anti-Discrimination.

The Parties will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Compliance with the Davis-Bacon Act.[6]

1. If applicable, all transactions regarding this MOA shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Parties shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. If applicable, the Parties are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. If applicable, the Parties are required to pay wages not less than once a week.

Compliance with the Copeland "Anti-Kickback" Act.[7]

1. If applicable, the Parties shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this MOA.

2. Subcontracts. If applicable, the Parties or any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Party holding the subcontracts shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these MOA clauses.

3. Breach. If this provision is required, a breach of the MOA clauses above may be grounds for termination of the MOA, and for debarment as a subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements*. No Party or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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[6] *The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.*

[7] *The Copeland "Anti-Kickback" Act applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.*

2. *Violation; liability for unpaid wages*; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Parties and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Parties and any contractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* GEMA/HS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Parties or contractor under any such contract or any other Federal contract with the same Parties, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Parties, such sums as may be determined to be necessary to satisfy any liabilities of such Party or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts.* The Parties or contractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the contractors to include these clauses in any lower tier contracts or subcontracts. The Parties shall be responsible for compliance by any contractor or subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act.

1. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Parties agree to report each violation to GEMA/HS and understands and agrees that GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency ("EPA") Regional Office.

3. The Parties agree to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

1. The Parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Parties agree to report each violation to GEMA/HS and understand and agree that the GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

3. The Parties agree to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

1. This MOA is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Parties are required to verify that none of the Party's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Parties must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by GEMA/HS and the State of Georgia. If it is later determined that the Parties did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/HS, the State of Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Parties agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Parties further agree to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Parties who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Party who in turn will forward the certification(s) to GEMA/HS.

1. Required Certification. If applicable, Parties must sign and submit to the non-federal entity the following certification.

2. **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Parties shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Parties certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Parties understand and agree that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Host County's Authorized Official

Signature of Risk County's Authorized Official

Name and Title of Host County's Authorized Official

Name and Title of Risk County's Authorized Official

Date

Date

Signature of GEMA/HS' Authorized Official

Name and Title of GEMA/HS' Authorized Official

Date

Procurement of Recovered Materials.

1. In the performance of this MOA, the Parties shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
    a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
    b. Meeting Agreement performance requirements; or
    c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
3. The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Women and Minority Owned Businesses.

2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the Parties to assure that minority and women's businesses are used when possible.

Access to Records. The following access to records requirements apply to this MOA:

1. The Parties agree to provide GEMA/HS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Parties which are directly pertinent to this MOA for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Parties agree to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the MOA.
4. In compliance with the Disaster Recovery Act of 2018, GEMA/HS and the Parties acknowledge and agree that no language in this MOA is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
5. The Parties agree to allow the departments and agencies of the State of Georgia, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Parties which are directly pertinent to the MOA for the purpose of making audits, examinations, excerpts, and transcriptions.

Department of Homeland Security Seal, Logo, and Flags.

The Parties shall not use the U.S. Department of Homeland Security ("U.S. DHS') seal(s), logos, crests, or reproductions of flags or likenesses of U.S. DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this MOA. The Parties will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this MOA and is not subject to any obligations or liabilities to the non-Federal entity or any other Party pertaining to any matter resulting from this MOA.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Parties' actions pertaining to this MOA.

U.S. DHS Access.

1. The Parties must cooperate with any U.S. DHS compliance reviews or compliance investigations conducted by U.S. DHS.

2. The Parties must give U.S. DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

3. The Parties must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.

4. The Parties must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

5. If the Parties are recipients (as defined in 2 C.F.R. Part 200) of federal financial assistance from U.S. DHS or one of its awarding component agencies must complete the U.S. DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of U.S. DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipient should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the U.S. DHS Standard Terms and Conditions. Parties are not required to complete and submit this tool to U.S. DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

   The U.S. DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

U.S. DHS Administrative Requirements, Cost Principles, Representations and Certifications.

1. If the Parties become U.S. DHS financial assistance recipients, each Party must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable, and the U.S. DHS financial assistance office may require applicants to certify additional assurances. Recipients are required to fill out the assurances as instructed by the awarding agency. The Parties must provide information as needed to adhere to this requirement.

2. U.S. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by U.S. DHS at 2 C.F.R. Part 3002. The Parties must provide information as needed to adhere to this requirement.

3. By accepting this agreement, the Parties as recipients, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance. The Parties may not behave contrary to any of the awarding agency's policies made in in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance, during the term of this MOA.

Personnel.

The Host and Risk Counties represent that they have, or will secure at their own expense, all personnel required in performing the work under this MOA. Such personnel shall not be employees of or have any contractual relationship with State of Georgia or GEMA/HS. All the work required hereunder will be performed by the Parties or under their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this MOA.

ATTACHMENT B

Scope of Work

I. Estimated number of CTN Evacuees:
(**150** General Population and **20** Functional and Access Needs Registry evacuees).

II. Shelter Facilities (Baldwin County includes completed site Red Cross surveys and signed Red Cross facility agreements).

III. Staffing Numbers per shelter (use the estimated CTN evacuee number and the staffing matrix ratios to create the numbers).

		Shelter Manager	Shelter Worker	Total non Clinical workers	RNs	Additional Clinical Support	Total Clinical Workers	Shelter Security	Total Workers
Minimum	Day	1	2	3	1	0	1	1	5
Staff	Night	1	1	2	1	1	2	1	5
Ideal	Day	1	3	4	2	2	4	1	9
Staff	Night	1	2	3	2	1	3	1	7

VI. County Hurricane Evacuation Timeline:

a. Hour 96 to 72 hours Partner and Staff Call "Warning Order"
b. Hour 72 to 48 hours Medical Registry evacuation (EVAC)
c. Hour 48 to 36 hours Registry Functional/Access EVAC
d. Hour 36 to 24 hours General Population CTNs EVAC
e. Hour 24 to 12 Estimated General population EVAC

V. Wrap-around services, feeding plan, and any local transportation requirements would be determined and arranged by Balwin County, ARC, and DPH based on the total number of sheltered evacuees. In coordination with Liberty County, Baldwin County will perform a comprehensive approach to address evacuees' various wrap-around service needs, including essential services.

RESOLUTION R-2025-77

A Resolution to Authorize an Agreement Between the Baldwin County Board of Commissioners and Southeast Pipe Survey, Inc. to Rehabilitate Sanitary Sewer Lines as Identified in the 2024 Community Development Block Grant.

WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with Southeast Pipe Survey, Inc to rehabilitate sanitary sewer lines as part of the 2024 CDBG; and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution; and

WHEREAS, after review of the bid tabulations, the Baldwin County Board of Commissioner recommended during its September 2, 2025 regularly scheduled meeting that Southeast Pipe Survey, Inc. be awarded a contract to improve the sanitary sewer lines as identified in the 2024 CDBG; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

2. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the agreement between Baldwin County and Southeast Pipe Survey, Inc.

3. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Southeast Pipe Survey, Inc

4. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement and to take all action necessary in conformity therewith.

5. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 21st day of October, 2025.

BALDWIN COUNTY, GEORGIA

____
Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

____
Bo Danuser, County Clerk
Baldwin County, Georgia

AGREEMENT

This AGREEMENT is dated as of the _____ day of __________________ in the year 20__, by and between the **Baldwin County Board of Commissioners** (hereinafter called OWNER) and **Southeast Pipe Survey, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

FY 2024 CDBG Sanitary Sewer Rehabilitation

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FY 2024 CDBG Sanitary Sewer Rehabilitation

PART 2. ENGINEER

2.1 The Project has been designed by CARTER & SLOOPE, INC. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

PART 3. CONTRACT TIME

3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within **180 consecutive calendar days** from the "Notice to Proceed" date.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred and no/100 ($500.00)** for each day that expires after the time specified in Paragraph 3.1.

PART 4. CONTRACT PRICE

4.1. Unit Price Work

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the CONTRACTOR'S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

One Million, One Hundred Forty-Seven Thousand, Two Hundred Seventy-Seven and 35/100 Dollars ($1,147,277.35).

As provided in Paragraph 11.9.1 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.9.2 of the General Conditions.

PART 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.1.1.1, 5.1.1.2, and 5.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.6 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

90% of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of the Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to 95% of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

PART 6. INTEREST

6.1 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph 6 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

PART 8. CONTRACT DOCUMENTS

8.1 This Agreement

8.2 Exhibits to this Agreement

8.3 Performance and other Bonds

8.4 Notice of Award

8.5 General Conditions

8.6 Supplementary Conditions

8.7 Specifications bearing the title **FY 2024 CDBG Sanitary Sewer Rehabilitation** and consisting of 1 division and all sections listed in table of contents thereof.

8.8 Drawings, consisting of a cover sheet and sheets numbered 1 through 8, inclusive with each sheet bearing the following general title: **FY 2024 CDBG Sanitary Sewer Rehabilitation**

8.9 Addenda numbers 1 to 1, inclusive.

8.10 CONTRACTOR's Bid

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions.

8.13 The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

PART 9. ALTERNATIVE DISPUTE RESOLUTION

Notwithstanding the provisions contained in Article 16 of the General Conditions (Section 00700), the Contractor and the Owner specifically agree to the following processes and procedures for resolution of disputes arising pursuant to this Agreement:

9.1 Negotiation. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between representatives of the parties who have authority to settle the controversy, subject to ratification by the governing authority of the Owner.

9.1.1 Notice & Response. The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response.

9.1.2 Content of Position Papers. The notice and response shall include (a) a statement of each party's position, a summary of the evidence and arguments supporting its position and (b) the name and title of the individual(s) ("Representative(s)") who will represent that party.

9.1.3 Meeting. The Representatives of the parties shall meet at a mutually-acceptable time and place within twenty (20) days of the date of the disputing party's notice and, after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

9.1.4 Impasse. If the matter is not resolved within forty-five (45) days of the disputing party's notice, or if the party receiving said notice will not meet within twenty (20) days, either party may initiate mediation of the controversy or claim according to the terms provided below.

9.2 Mediation. In the event any controversy arising under this agreement is not resolved by informal negotiations as provided above, the case may be referred by either party to the nearest office of Henning Mediation for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case.

9.2.1. Choice of Mediator. The parties are free to select promptly any mutually-acceptable mediator experienced in governmental construction law from the list at Henning Mediation. If the parties cannot agree or have no particular choice of mediator and simply request that Henning Mediation assign one to the case, then a list of the resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by Henning Mediation from the remaining names.

9.2.2. Sessions. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel, a representative from each side with full settlement authority (subject to ratification by the governing authority of the County) will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring additional persons as needed to respond to questions, contribute information and participate in the negotiation. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

9.2.3. Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information, with the help of the mediator, if required.

9.2.4. Briefs. No later than seven (7) days before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views, and a proposed solution to the matters in controversy to the mediator and shall also serve a copy on all other parties.

9.2.5. Fees & Costs. The fees and costs shall conform to the then current fee schedule of Henning Mediation and, in the absence of an agreement to the contrary, will be borne equally by all parties.

9.2.6. Confidentiality of Proceedings. The mediation process is to be considered settlement or compromise negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

9.2.7. Termination. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or until either party by written notice to the other announces its decision not to continue further. In any event, the mediation is non-binding on the parties.

PART 10. MISCELLANEOUS

10.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.4 Complete Agreement. This Agreement, including the Contract Documents, contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to the subject matter contained herein.

10.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.7 Any provision or part of the Contract documents held to be invalid or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.8 Notice. All notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent *via* national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

NOTICE TO OWNER shall be sent to:

Baldwin County Board of Commissioners
Attn: Carlos Tobar
1601 N. Columbia Street
Milledgeville, GA 31061

NOTICE TO CONTRACTOR shall be sent to:

Southeast Pipe Survey, Inc.
3523 Williams Street
Patterson, GA 31557

10.9 Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the Owner's sovereign immunity or any individual's qualified good faith or official immunities.

10.10 Force Majeure. Neither the Owner nor the Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Engineer; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

10.11 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

PART 11. OTHER PROVISIONS

IN WITNESS WHEREOF. OWNER and CONTRACTOR have signed this Agreement in **four (4)** counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on ______________________________, 20___.

OWNER: Baldwin County Board of Commissioners

By ____________________________
CORPORATE SEAL

Attest ______________________

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

CONTRACTOR: SOUTHEAST PIPE SURVEY, INC.

BY David R Hen
CORPORATE SEAL

Attest Chelsea Waters

License No. UC300243

Agent for service of process: ______________________________

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

END OF SECTION

Baldwin County Board of Commissioners Communication
1601 North Columbia Street, Suite 230, Milledgeville, GA 31061

AGENDA ITEM: Allocate SPLOST Funds for Golf Course Improvements

MEETING DATE: October 21, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Authorize County Manager to solicit proposals and quote for Golf Course Improvements.

BACKGROUND INFORMATION: The county commissioned renown golf course architect Mike Young to prepare an assessment of Little Fishing Creek Golf Course and to prepare recommendations to improve the golf course. Attached is his assessment, budget estimate and a diagram of the irrigation system. The golf course has not received any maintenance or upgrades since 1982. The improvements will replace and upgrade the irrigation system, the golf course greens and provide a golf simulator. The funds will come from SPLOST.

The 2023 Comprehensive Plan surveys indicated dissatisfaction with the county's recreational facilities. For that reason, the commissioners placed a high priority on recreation projects in the 2023 SPLOST. After Public Safety, the second priority was: "Parks and Recreational Facilities, Equipment and Improvements." SPLOST funds were budgeted and are available for this investment in the golf course. It is anticipated that the improvements will lead to higher revenues at the golf course that will cover operating costs and build reserves for future capital improvements.

Time is of the essence. Staff is asking for your authorization now in order to prepare solicitations for bids and proposals, and to authorize county forces to perform tasks on the golf course. The plan is to close the golf course and start construction in January 2026 in order to re-open in July 2026.

ESTIMATED COST FOR LITTLE FISHING CREEK GOLF COURSE

DESCRIPTION	COST	NOV25	DEC25	JAN26	FEB26	MAR26	APR26	MAY26	JUN26	JUL26
ENGINEERING	$10000		$5000	$5000						
DESIGN	$30000		$30000							
DESIGN EXPENSES	$600		$600							
TOTAL	**$40600**									
HARD CONSTRUCTION										
CLEARING	$20000		$10000	$10000						
DESIGN DURING CONSTRUCTION	$100000				$15000	$20000	$30000	$30000	$10000	$5000
MOBILIZATION	$20000	$10000	$10000							
EROSION CONTROL	$8000		$8000							
EXCAVATION/GRADING	$45000				$15000	$30000				
SHAPING	$75000				$20000	$25000	$10000	$10000	$10000	
DRAINAGE	$45025				$20000	$25025				
IRRIGATION	$1000000		$500000	$125000	$125000	$125000	$125000			
GRASSING	$209600					$50000	$50000	$50000	$59600	
CARTPATH	$50000					$50000				
ARTIFICIAL TURF TEE LINE	$13000								$13000	
TOTAL	$1585625									
GRAND TOTAL	**$1626225**									
OPTIONS										
DRIVING RANGE TRACKMAN	$200000		$75000	$25000	$100000					
NATIVE GRASSING	$60000							$60000		
TREE REMOVAL	$100000		$50000	$50000						
TOTAL OPTIONS	**$360000**									

GOLF COURSE MASTER PLAN DISCUSSION, LITTLE FISHING CREEK GOLF COURSE, MILLEDGEVILLE, GA.

The following report is part of a golf course master plan for the Little Fishing Creek golf Course (LFCGC), an 18 hole municipal golf course. This master plan will focus on all of the golf related facilities of the club, and will make specific recommendations for the improvement and restoration of those facilities. Wherever possible, it will be the recommendation of this plan to follow the concepts, principles, and designs of Mike Young Designs in making any changes to the course while answering the demands of the county.

This portion of the golf course master plan will be a discussion of the general design features of the golf course. This section will focus on the underlying philosophies that will guide us for making our specific recommendations. Section Two will be comprised of hole by hole recommendations and notes. These recommendations will be specific to the golf course and will be found in a booklet-containing hole by hole diagrams.

GENERAL FEATURES

ARCHITECTURAL HISTORY – The Golf Design firm of Player, Kirby, Davis designed LFCGC in 1982. Not much more is known.

Therefore we will focus of the LFCGC itself and make sure all improvements are best for the golf course today and in the future .

COURSE LAYOUT – The routing or layout of the LFCGC golf course is perhaps the strongest feature of the design.
The golf course traverses the rolling terrain, and the diversity of the layout is inherent in each shot played.

The natural ground creates the shot values that we find on the golf course. We also find the landforms that would lend themselves to the holes and shot values that constitute the golf course. The potential beauty of the relationships between these features is one of the lasting impressions of the course. Without a solid skeleton or framework, a golf course can never achieve greatness. LFCGC is doubly blessed in the fact that the club possesses a beautiful piece of ground, and a golf course that can take advantage of the natural terrain.

Another most important feature inherent in the layout of any golf course is the design balance of the golf holes. Design balance can be summed up as having variety in the length, angle, and makeup of the golf holes. While length is a great way to promote variety and design balance, it is not the only way. Green size and bunker placement also plays a large role in the overall design balance of the course. We will try to provide great variety in these areas.
There are some very small greens on the course, as well as some larger ones. In the original design, the bunkering was strong and varied in its location, an aspect of the golf course that the master plan will clearly embrace. One of the final elements of design balance can be summed up in the angles of play on the golf holes. Do all of the holes dogleg in the same direction? Is out of bounds always on the same side of the hole? The answer can definitively be stated as no when it comes to the layout, where variety is a key component of the design.

GREENS – While a good layout is the backbone of any golf course, good greens can make a course and outstanding greens can be a link to greatness. LFCGC has good greens, but these greens don’t possess all of the bold undulations and imagination that mark greens built by classic golf course architects. The greens are the true defense of a golf course. The slopes in these greens are moderate by modern maintenance standards, however, they are not so severe as to warrant making major changes to their contours.

Part of the golf experience at LFCGC should be the fear of being in the wrong position on these greens. Very often that position is above the pin staring at a sharp downhill putt. It is a great characteristic of a course that players need to pay attention to the location of their approach shot and their “leave”. This level of accuracy helps to battle the notion that the golf course is “too short” for the modern game. Try leaving a putt “too short” from above the hole on these greens and the modern game will have to take a bow to the LFCGC greens.

We must do everything we can to create and protect the slope in these putting greens. In large part, the only changes we are proposing is to expand, enhance and extend all of these greens back out to their original size and configuration. Large cupping areas, as well as strategic slopes have been lost and removed from the strategy of the golf course. Most of the greens will benefit greatly from the expansions due to the fact that some of them have severe slopes that make it impossible to locate holes in these areas. The expansion of the greens will help to soften some of these slopes, create interesting hole locations, and allow for recovery shots to be played. In particular the ability to land the ball short of the steep slopes, and still be on the putting surface will have a great impact on the green complexes. One other area of work will occur on the fronts of most of the greens where a top dressing “lip” has developed. This lip forms when the topdressing is swept off the front of the green and begins to build up just off the front or side of the green. This lip makes the front of the green steeper and adversely affects the ground game aspect of the approach.
Removing this lip will greatly improve the ability to run the ball on to the front of the green.

We have heard the argument that smaller greens make a tougher golf course, and that we would be making the course easier by reclaiming the greens. However, we feel very strongly that the golf course will maintain its challenge and perhaps have it enhanced by reclaiming some edge pin positions. The most difficult pins to access by a golfer exist on the edges of greens. Due to sharper angles and a closer proximity to bunkers, these pins call for more accurate shots. Previously these pin positions had been lost due to the shrinking of the greens. By reclaiming the greens we have resurrected these pin positions, thereby restoring a key element of the original design of the golf course.

The county will always have the option of replacing the greens with a modern layered green such as the USGA recommended green but the California Green construction method would be my recommendation if using one of the Ultradwarf Bermuda grass surfaces. The new Ultra Dwarf Bermuda grasses are so good and becoming so popular in the area that it is our recommendation that the surfaces be prepared and planted with one of these new Ultra Dwarfs such as Champions, TifEagle, or MiniVerde. These new varieties do not have to be overseeded and offer superior performance.

The ingress and egress of materials and labor during such a process can be considerable and will need to be carefully planned. I am aware that there will be issues such as shade to overcome but that is doable.

BUNKERS – While the greens on the golf course are arguably the most important design feature, it is clear that the bunkers are the most important visual feature on most golf courses. Perhaps it is the contrast between green grass and white sand, or the shadows created by the bunkers in early or late lighting conditions. For whatever reason, the proper bunkering of a course adds dramatically to the overall beauty, character and playability of any golf course.

In studying the original plans and aerial photos of the LFCGC golf course, it is very clear that the golf course can possess dramatic bunker complexes, and they can serve to challenge the golfer in a variety of ways. While focusing on the bunkers of any golf course, two distinct characteristics come forward. The first is the location of the bunkers, and their role as the hazard on any particular golf hole. Secondly, the style and makeup of the bunkers is a main consideration in any restoration effort at a golf club.

The existing location of the bunkers on an old golf course deserves a special level of scrutiny. Due to the fact that the game and the implements have changed since the golf course was designed, we must focus on the proper level of playability and challenge for the modern game. One of the main weaknesses of the course is the lack of effective fairway bunkering. For whatever reason, many of the fairway bunkers on the original course were removed or never constructed over a period of years. It is our recommendation that many of these bunkers be restored to the course in locations that are appropriate for the modern game of golf. By using the bunker schemes in modern locations, we can restore some of the strategic challenge and interest from the tee to the golf course. The locations of these bunker complexes will respond to the individual landscapes and challenges inherent in each hole at LFCGC. They will provide options and create varied angles of attack that are appropriate for the green complexes that serve as the finish for these holes. The location of these bunkers will also serve to challenge the longer hitter as they will be placed in spots that will be in line with the prodigious lengths that golfers hit the ball today. There will also be several bunkers on the golf course that are visual in nature, and although they may have little impact on the play of a good golfer, they are still very much a part of the golf course.

The look and feel of the bunkers is another issue, and it may be the issue that will provide the greatest change to the golf course during our restoration. We need to be very consistent in the look and feel of the bunkers, and they include sand faces that make the bunkers very visually appealing. The current bunkers have been edged out of shape over a long period of time, which is typical of a course of this age. The style of the new bunkers will have bolder shapes yet they will not be completely foreign to the current look of the bunkers. The scale of the bunkers is consistent with the original intent, and the grass faces will be pulled a bit lower on the face to compensate for the edging that has occurred. However, there will still be plenty of sand in view from all angles.

FAIRWAYS – With respect to the contouring of the fairways, we are referring to the shapes of the fairways as opposed to the topographical contours of the holes. The shapes of the fairways are quite important to the visual and playable aspects of the golf course. We are firm believers that fairways should be wider and that they should have long flowing lines, as opposed to wiggly lines that jump all over the property. Wide fairways are indeed a characteristic of the original designs of older courses.

Unfortunately most of these courses have narrowed their fairways due to the encroachment of the maturing tree lines. In the original state, the trees were not mature enough to encroach on the fairways (if the trees existed at all), the fairways were mowed with wide gang mowers, and the equipment and state of the game required a more generous landing area for golfers. The result of all of these factors led to wider fairways, an idea that we definitely embrace.

The aerial photograph shows that the fairways were all very simply shaped, and that they relied on long flowing curves as opposed to sharp angles and turns. Fairway contours should act as part of the background of the golf course. They should serve to accentuate the topography of the golf course as well as help to define the fairway hazards on the hole. They should never call attention to themselves, but rather act as an underlying layer of the tapestry that makes up a golf course. Good fairway contouring should go relatively unnoticed, whereas poor fairway contouring is often blatant in calling attention to itself while detracting from the more prominent features of the golf course and the property.

TEES – The teeing grounds at LFCGC are all in relatively poor repair, and for the most part they are exactly in a position where they were originally set. As with most every golf course we work on, it is the back tees and the forward tees that need the most attention. Golf courses are definitely run by golfers who play from the middle tees. As a result, these tees are very often in the best shape and the best location due to the influence .
However, the back and forward tees are often overlooked. It is our firm belief that the back and forward tees are every bit as important as the middle tees and they should receive equal treatment in the evaluation of any golf course. A golf course is made up of components and part of that component system includes three sets of tees. Better players should not be penalized because they are good, and women should not be penalized because of their gender. All should have equal right to play the golf course from their markers as the majority does from the middle. As a result the majority of the recommendations will be to add length where available and prudent to accommodate recent changes in technology, and to correctly place the forward

tees so that the hole will play properly with respect to length and angle of play.

Length is indeed important in judging the modern golf course. At LFCGC, the golf course is indeed a great length for a course from the back tees. We do not believe that a 7000 yard golf course is a pre-requisite for having a great golf course.
In fact just the opposite is true in our opinion. To reach 7000 yards most of your short par 4 holes and short par 3 holes have to be abandoned in favor of more yardage. The resultant lack of variety and character detracts greatly from any standard of greatness that we have for a golf course. We believe that the character of the topography, and the devilish nature of the greens makes this course play with a great deal of variety and character. Attempting to lengthen the course to reach some mythical number should not be a major goal of this golf course master plan.

ROUGH – It has never been, nor will it ever be, our policy to dictate to a club how high they should maintain their rough. This is definitely a club decision based on the desires of the golfers, the input of the green committee, and ultimately the skill of the superintendent. We do however, believe that rough is indeed meant to be part of a golf course, and it should serve to act as some form of penalty for missing a green or fairway. If a player is most often not penalized for being in the rough, then why maintain fairway at all. If there is no advantage gained by being in the fairway over the rough, then the strategy of the game has suffered dramatically.

The master plan also calls for the creation of areas of native rough or fescue. These areas have been purposefully kept in areas where a reasonable golf shot should not venture. It is not the intention of these areas to be a key part of the play of the course. Rather they are to offer a contrast in texture and color to the rest of the golf course. These areas will be meticulously prepared so as to offer a true version of native rough/fescue. Most clubs allow the existing grass to simply grow longer and then call it fescue. The look of these areas will add greatly to the character of the course and further establish the traditional look and feel of the golf course.

TREES – Trees are without question, the most controversial aspect to be discussed during the formation of any golf course master plan. The main reason for this is that trees are an emotional and somewhat romantic topic, and golfers seldom view them in an objective or practical manner. Unfortunately for golf course architects, in order to do our job properly, we have to view them in a practical manner. This often leads to making unpopular recommendations when it comes to tree removal. However, we do have to make these recommendations, and although they may spark some short-term controversy, in the long run the golf course greatly benefits from these recommendations.

It is our job during the preparation of a golf course master plan to review the trees that have grown, or been planted on the golf course and to evaluate them based on five criteria: history, safety, playability, aesthetics, and agronomics. We must judge each individual tree and its contribution to these five criteria, and make an assessment as to whether each tree contributes in a positive or negative fashion on the golf course. The first criterion is history, or what were the origins of the tree planting on the property. Initially the property was primarily open ground on the front nine and forested on the back nine. There were stands of mature woodlands on several parts of the course, which would correspond with the surrounding landscape. With the notion that the course was designed on a mostly open site, we should be respectful of the history of the course without attempting to completely replicate it, which would not be practical.

We have already explored the history of the tree planting on the original design, so let us now focus on the second topic, safety. Safety is often the most quoted reason for why a tree has been placed in a certain location. While trees can act as important screens when used in the proper context, they are not always a safer option than the overall absence of trees in a given situation. This is certainly true when a tree blocks the view of an adjoining golf hole. In this instance, it is quite easy for an unsuspecting golfer to be hit by an errant shot from a player who cannot see them. It is certainly safer to have a line of vision on a golf shot and its potential landing area, no matter how wayward, than to hit blindly over a row of trees. Safety on a golf course impacts all golfers, applying also to the golfer who has played the shot.

Danger to oneself can occur from shots that ricochet off of trees and come back and hit a golfer who has struck the shot, or a playing partner. I am sure that every golfer who reads this master plan will have been in a position where they think they can squeeze a shot through an opening in the trees, only to fall back on the swing because they are afraid that the ball will come back and hit them in the face. These are just two examples of the negative safety impacts that trees can have on a golf course. While it is true that more often than not, trees used in the right context can have a positive impact on the safety of a golf course, negative impacts can arise particularly in regard to reduced visibility.

The playability question is often the second most used response as to why trees are planted on a certain golf hole. “The hole plays too easily, we need to tighten it up.” These tightening committees have taken the role of architect into their own hands, and have more often than not undone some aspect of the original architect’s design. Through the positioning of bunkers, the angling of greens, the use of existing trees, the slope of the fairway, or the positioning of tees, the architect laid out the golf course to be a series of options and challenges built around these features. What occurs over the years is that well-intentioned committees plant trees that slowly encroach upon these features and they eventually take away the options that the original architect had intended. These committees take holes that have countless ways to play them, and they constrict them so that only one option remains, and that is to hit the ball in the fairway, or be forced to play a shot from behind a tree. That style of play is not at all strategic but rather it is penal architecture, where all of the options are removed and the golfer is severely penalized for hitting an off line golf shot. This tightening of the golf course takes away so many wonderful opportunities for recovery. We believe that skill and luck should be the methods used to overcome any golf course design, and we want the golfer to be able to demonstrate his or her skills to recover from trouble, to the best of their ability.

Trees are clearly penal in nature in that they do not differentiate between good and bad players in the ability to recover from a poor shot. Trees require both classes of golfers to play similar shots to return to play, such as chipping out sideways to the fairway. Great golf courses allow golfers to try and use their skill to recover from difficult situations, and penalize more subtly through angles and hazard locations. While opening up the golf course will increase the enjoyment and playability of the golf course, we do feel that there are several key trees on the golf course that lend a positive influence to the playability of the course. These trees have been noted in the hole by hole diagrams, and they should be preserved and protected. More often than not, trees are planted on a hole to cover up what is perceived as a weakness in the design of the hole. At too many courses, the holes have been designed poorly, and the golfers feel as if they must hide the flaws by covering them up with trees. At LFCGC, just the opposite is true. The removal of trees will only sharpen the focus on the design of the golf course. In so doing, all of the strategies, options, and punishments that exist simply in the layout will be more clearly revealed.

The aesthetic question is indeed a very subjective one, in that we are sure that someone will find beauty in even the most gnarled and diseased tree. However, we believe that most people will find that large, mature trees are more aesthetically pleasing than smaller, more immature trees. This clutter detracts from the mature trees, and it is our belief that the mature trees should be highlighted rather than hidden. If trees are to be planted on the golf course in the future, they should be planted in a random manner, as opposed to a structured appearance. Trees naturally grow in clumps or groves, as opposed to picket fence lines. They should be set back from all features of the golf course, so that when they are mature, they do not infringe on the play of the hole, or block a line of play to the hole. Tree planting on a golf course needs to be done with the future in mind, and it is difficult to be patient enough to be able to forecast how a tree will impact play 15-20 years from now. The biggest mistakes made in tree plantings on golf courses fail to adhere to the above rules. If common sense, patience, and a feel for the natural arrangement of trees is followed, then the tree plantings on a golf course can add to the beauty of the course as opposed to detracting from it.

The aesthetic nature of tree plantings does not only deal with the look of the individual tree. It also deals greatly with the view of the surrounding landscape, and the vistas through the golf course. By planting trees heavily on a golf course, the natural vistas that were part of the original design of the golf course will be crowded out and covered up. We are blessed with a spectacular vista. As a result, we must look to the original design to try and bring back the views that originally existed throughout the golf course. As we mentioned earlier, LFCGC is blessed with a beautiful piece of ground. We should use trees to embellish, frame, and direct views through the golf course, rather than using them to block these precious views.

The final and easiest argument to make against trees on the golf course is from an agronomic standpoint. Simply put, trees have no agronomic benefit to the turfgrass on the golf course. They create shade, steal moisture, and out-compete turfgrass for the necessities of life. We should demand that the golf course conditions be maintained at a certain standard. Achieving this standard will only be aided by the removal of trees, while the failure to do so has been the downfall of conditions at nearly every club in existence. As a result, we must make the determination that this game is played on grass, and we must make every effort to maintain this turf properly, even at the risk of losing trees.

Based on these observations, we will be recommending that trees be removed from the golf course, in order to provide a benefit to each of these categories. There will be difficult decisions made on tree removal, and we hope that the county can make these decisions based on an objective state of mind and with an eye towards the history of the design.

CART PATHS – While we even hate to see golf cart paths on the golf course, we reluctantly accept the fact that golf carts are part of the Americanized version of golf, and that we must make adequate provisions for their use. We caution the county on this point, and hope that we can work with the golfers to improve what cart paths there are on the course. We are hoping to remove some of the excess cart paths from the course. In areas where we feel that we can remove cart paths and still preserve cart flow we will strive to do so. These paths are often ones of convenience, and we feel that it is already a convenience for most golfers to be riding in a cart, so that it will not create any harm by making them walk or ride a bit farther. We feel that the gains in visual pleasure will more than offset a few extra steps on the course.

DRAINAGE - All golf courses rely on proper infrastructure to help them be maintained properly. Whether it is drainage, or irrigation these structures are necessary to keeping the golf courses alive and playable. However, these are not the part of the master plan that the members reflect on, or if done properly, notice. The drainage infrastructure is in need of being overhauled. The large trunk lines that run through the course are old and are beginning to or have failed. We would be installing smaller drain lines in low lying areas, as well as curtain drains along some of the hillsides. This installation of drainage while not one of the more sexy items in the golf course master plan will be very helpful in keeping the course in good shape and open during the wet periods of the year.

WATER FEATURES – The primary water features on the golf course are the ponds on holes 1,4 ,10, 16 and 18. The master plan calls for dredging so pre of these ponds to help to expand the storage capacity for irrigation. The other creek that meanders through the practice range is to be piped..

IRRIGATION- A new irrigation plan has been designed an presented to Carlos at this time. The pump station was just replaced recently and is not part of the plan but is integrated into the plan by basing the output of water not eta ability of the station. The course will be greatly enhanced by the addition and savings in labor and operating efficiencies will be significant. We need to do further study on the amount of water available for the system. The recovery rate will determine the “water window” of the course. What we mean by this is the amount of time required to go through one cycle of watering the entire course.

The most critical item at this time is evaluating when to install the system and if it is done in two phases. If the county decides they would like to replace the greens as the initial part of the master plan then we would also instal the irrigation updates around the greens and tie in to the existing piping. When funds were available for the rest of the system we would convert the old piping as part of the integration into the new system. Modern technology will allow us to vibrate into the ground all of the piping below 6 inch diameter which will allow for just closing the individual hole being worked instead of the entire golf course.

PRACTICE AREA- The practice area has been an area of concern for some time. There are several different ways the area can be remedied. First is the addition of tee space along with a significant artificial turf area. The addition of piping to cover the creek along with additional length and tree removal will bring the practice range to a significant profit center.


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Baldwin County Projects		Next Phase
Public Buildings		
Memorial Library	Design has begun	Bid documents for construction
Sewer & Water Infrastructure		
Galvanized Water Line Inventory	Inventory underway	Water line replacement
Water Line Replacement north of Log Cabin	Last segment of water line replacement on Log Cabin by end of 2025	N/A
Supervisory Control and Data Acquisition (SCADA) for water system	Bids being reviewed.	BOC to award contract
Smith-Sibley Sewer Extension	424 application next; $1.1 million from Senator Ossoff.	Continue with design and preparing bid documents
Sewer Line Replacement	Preconstruction meeting scheduled for Nov 4 at 10 am	Construction
Sewer Line Replacement/Housing Rehab 2025	$1.25 million CDBG awarded.	Kickoff meeting Nov 4 at 11 am & PH at noon
Sewer Line Replacement/Housing Rehab 2026	Public hearing scheduled for Nov 4 at noon and Nov 6 AT 530 PM	Application materials to be prepared
Transportation		
Road Resurfacing	Resurfacing completed. Striping in progress.	Striping to be completed by 12/31/25
Fishing Creek Trail Completion	Completed	N/A
Oconee Heights Streetscape	Environmental work has begun	Complete environmental process
Bridge Replacement	Roberts Rd Bridge funded at $465K	Design underway
Terminal Apron Expansion	Environmental Assessment completed and submitted to GDOT.	GDOT to make determination
Lower Ramp Expansion	Environmental Assessment completed and submitted to GDOT.	
Recreation		
Water Park/Aquatic Center	Construction continues. $2.7 million in federal and state grants.	Opening Day in 2026
Harrisburg Park Improvements	Storm drain work has begun. New center to be built. $1.7 million fed grant.	Construction for all phases continues
Cooper's Park	Splash pad completed. Sidwalk built. Path sealed. Courts resurfaced.	N/A
Housing		
2024 CHIP Grant	Construction completed on two houses; two are over 50% complete. Bids for fifth house will be solicited shortly.	County eligible for 2026 CHIP application cycle
2025 Housing Grant Application for 10 Habitat for Humanity Homes	Congressionally Directed Spending Request for $1.3 million passed the Transportation and Housing and Urban Development Subcommittee on 08/06/25	Congress to vote on FY 2026 budget
Administrative		
Personnel Handbook	Preliimary draft review by BOC. Adoption of revised policies is next	BOC to vote on personnel handbook
Golf Course Master Plan	Assessment completed. Draft budget for irrigation and greens completed.	BOC to allocate funds
District Based Land Use	Staff and BOC are reviewing draft documents.	Work session to be held