

# BALDWIN COUNTY REGULAR MEETING July 15, 2025 1601 N Columbia St, Suite 220 6:00 PM

# AGENDA

# CALL TO ORDER

# **INVOCATION**

# PLEDGE OF ALLEGIANCE

# APPROVAL OF MINUTES

1. Approve June 16, 2025 regular meeting minutes and executive session minutes.

Approve July 1, 2025 regular meeting minutes and executive session minutes.

Approve July 1, 2025 work session minutes.

# ADMINISTRATIVE/FISCAL MATTERS

2. Collins P. Lee Memorial Library

Resolution R-2025-55 - authorize an agreement With CAS Architecture for the architectural services for the Colins P. Lee Memorial Library - County Manager.

3. 300 Sparta Highway

Resolution R-2025-56 - a resolution to authorize the sale of surplus property with dilapidated structure located at 300 Sparta Highway to Jaykrishna Patel - County Manager.

# 4. WIOA Grant Agreement

Resolution R-2025-57 - a resolution to authorize an agreement for Baldwin County to remain sub-grantee, administrative and program entity of the Workforce Innovation and Opportunity Grant - Assistant County Manager.

# 5. Adult Felony Drug Court Grant

Resolution R-2025-58 - authorize acceptance of a Criminal Justice Coordinating Council Adult Felony Drug Court grant - Assistant County Manager.

6. Mental Health Court Grant

Resolution R-2025-59 - accept a Criminal Justice Coordinating Council Mental Health Court Grant - Assistant County Manager.

# 7. Appointments

Fall Line Development Authority

Middle Georgia Regional Commission Central Georgia Joint Development Authority

EMS appointment

# OLD BUSINESS

# **NEW BUSINESS**

# **COUNTY MANAGER'S REPORT**

# PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

# ADJOURNMENT

8. Executive Session for potential litigation, property acquisition and personnel.

# **ADJOURNMENT**

# **REMINDERS**

August 5, 2025 - Commission Meeting - 6:00 PM - Government Building Suite 220, 1601 North Columbia Street.

August 19, 2025 - Commission Meeting - 6:00 PM - Government Building Suite 220, 1601 North Columbia Street.



# MINUTES

PRESENT

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

# OTHERS

Carlos Tobar Dawn Hudson Brandon Palmer Bo Danuser

# CALL TO ORDER

Chairman Andrew Strickland called the meeting to order at 6:00 PM.

# INVOCATION

Pastor Tony Fraley said the prayer.

# PLEDGE OF ALLEGIANCE

Commissioner Scott Little led the Pledge of Allegiance.

# ADOPTION OF MINUTES

Commissioner Little made a motion to adopt the May 20, 2025 regular Commission meeting minutes and the May 20, 2025 closed session meeting minutes. Commissioner Butts seconded the motion and minutes were unanimously approved.

# ADMINISTRATIVE/FISCAL MATTERS

### Presentations

Commissioner Davis presented Certificates of Recognition to Lottie Mae Stevens Harris in recognition of her 99<sup>th</sup> birthday; to Annie Bell Wright Milner for her 100<sup>th</sup> birthday and to Thelma Clemmons Huff in celebration of her 100<sup>th</sup> birthday.

Commissioner Strickland presented each member of the Baldwin County Recreation Department Girls 12-Year-Old Allstar Softball Team and coaches with Certificates of Recognition in celebration of their recent victory in the Allstar Championship.

Commissioner Butts read a proclamation declaring June 19, 2025 as Juneteenth Day of Celebration. He shared that he presented the proclamation in the Harrisburg Community had a community celebration over the past weekend.

### Superior Court Budget Adoption

Chairman Strickland read the caption of Resolution R-2025-53 stating the resolution adopted the 2026 fiscal year annual operating budget for the Superior Court and Juvenile Court of the Ocmulgee Circuit in the Eighth Judicial Administrative District.

The resolution was presented as follows:

### **RESOLUTION R-2025-53**

A RESOLUTON TO ADOPT THE 2026 FISCAL YEAR ANNUAL OPERATING BUDGET FOR THE SUPERIOR COURT AND JUVENILE COURT OF THE OCMULGEE CIRCUIT IN THE EIGHTH JUDICIAL ADMINISTRATIVE DISTRICT

WHEREAS, the Baldwin County Board of Commissioners joins Greene, Hancock, Jasper, Jones, Morgan, Putnam and Wilkinson Counties in providing the annual funding to carry on the operations of the Superior and Juvenile Courts of the Ocmulgee Judicial Circuit;

WHEREAS, each county is mandated by the State of Georgia to provide a percentage of the cost of the annual operations of the Superior and Juvenile Courts in their respective circuit based on the population of each county; and

WHEREAS, Baldwin County is mandated to provide 26.48% of the Superior and Juvenile Courts in the Ocmulgee Judicial Circuit operating cost totaling \$305,931; and

WHEREAS, the line items of the aforementioned budget are hereby attached and by reference duly incorporated and made a part of this resolution at "Exhibit A"; and WHEREAS, each judge of the Ocmulgee Judicial Circuit has signed a statement signifying their approval and support of the budget line items as identified in "Exhibit A". NOW, THEREFORE, BE IT RESOLVED, by the Baldwin County Board of Commissioners, and it is hereby resolved by the authority of the same, that:

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- Authorization of Superior Court Budget and the Juvenile Court Budget for the 2026 Fiscal Year. The Board of Commissioners hereby approves the Ocmulgee Judicial Circuit Superior Court Budget and the Juvenile Court Budget for the 2026 Fiscal Year totaling \$305,931.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes 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 the adoption of the Ocmulgee Judicial Circuit 2026 fiscal year annual operating budget.

- 4. 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.
- Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 17<sup>th</sup> day of June, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

Assistant County Manager Dawn Hudson stated the Superior Court budget followed the State's budget cycle and was consistent with the other counties in the district. She asked for the board to approve the resolution

Commission Davis made a motion to approve Resolution R-2025-53 approving the Superior Court Budget. Commissioner Little seconded the motion and the resolution was approved unanimously.

### Oconee Heights Streetscape

Chairman Strickland reads the caption of Resolution R-2025-54 stating the resolution authorized an agreement with Watkins and Association, LLC to provide professional engineering services for the RAISE grant for Oconee Heights Streetscape and safety improvements.

The resolution was presented as follows:

# **RESOLUTION R-2025-54**

# A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WATKINS AND ASSOCIATES, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE RAISE GRANT FOR OCONEE HIGHTS STREETSCAPE AND SAFETY IMPROVEMENTS

WHEREASE, the Baldwin County Board of Commissioners desire to continue making improvements to the quality of life for the residents of the Oconee Heights Neighborhood; and

WHEREAS, through a RAISE grant, the Baldwin County Board of Commissioners have the opportunity to create a neighborhood streetscape with sidewalks, walking paths, solar lighting and replacement of failing culverts; and

WHEREAS, the Commissioners desire to contract with Watkins and Associates, LLC to provide an engineering and design plan for the Oconee Heights streetscape and safety improvements; and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made a part of this resolution as "Exhibit A".

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

- **7. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Watkins and Associates, LLC for professional engineering services associated with the RAISE Grant for Oconee Heights Streetscape and safety improvements.
- 9. Authorization of Chairman. The Board of Commissioners hereby authorizes 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 with Watkins and Associates, LLC and to take all action necessary in conformity therewith.
- 10. 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.
- **11.Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 17<sup>th</sup> day of June, 2025.

### BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman Baldwin County Board of Commissioners

### ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

County Manager Carlos Tobar stated Watkins and Associates were GDOT qualified and were graded based on federal criteria and guidelines. Mr. Tobar discussed the grant stating the budget was \$100,000 for the environmental and \$388,184 for designed; that the environmentals would have to be completed before final design and engineering could begin; the project would include 3 bridge repairs, road rehabilitation, one-way streets, street lights, shared use paths and sidewalks. He further stated that he hoped the project would begin next year.

Commissioner Little made a motion to approve Resolution R-2025-54 to authorize an agreement with Watkins and Associates, LLC. Commissioner Davis seconded the motion and the resolution was approved unanimously.

### Appointments

County Manager Carlos Tobar presented names for 9 appointments to the Airport Advisory Committee with one seat for a non-voting member that could be a commissioner. The names submitted by the Airport Advisor Committee were:

Pilot Ethan Carswell for an at large seat for 2025 and 2026;
Home Owner Chris Colwell for a seat for 2025 and 2026;
Pilot Roberto Hornung Filho for an Education Community seat for 2025 – 2027;
Pilot Curt Flournoy for an at large seat for 2025 – 2027;

Pilot Kalina Milani for an at large seat for 2025 and 2026; Pilot Jessica Mitchell for an at large seat for 2025 and 2026; Pilot Tara Parker for an at large seat for 2025 – 2027; Pilot Kevin Pope for an at large seat for 2025-2027; Pilot Ted Zarkowsky for an at large seat for 2005-2027.

Commissioner Hall made a motion to approve the appointments to the Baldwin County Airport Advisory Board as presented by the Airport Advisory Committee. Commissioner Little seconded the motion.

There was a discussion about how the appointments to the Airport Advisory Committee were chosen, making changes to the committee bylaws, and how vacancies were filled.

Chairman Strickland called for a vote and the appointments were unanimously confirmed.

### OLD BUSINESS

Commissioner Butts asked for an update on the road re-pavement. Manager Tobar responded that full depth reclamation would begin on Nelson Road June 30<sup>th</sup> and the resurface treatment would begin that same day.

### NEW BUSINESS

Commission Davis notified Mr. Tobar that the grass was high on Black Springs Road at Lake Laurel and asked him to reach out to the Georgia Department of Transportation to lower the speed limit on portions of Lake Laurel Road to 45.

Commissioner Butts asked Mr. Tobar to reach out to the Georgia Department of Transportation to review the speed limit on Allen Memorial Drive and there was a discussion about the speed along Allen Memorial Drive.

# COUNTY MANAGER'S REPORT

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

- The Collins P. Lee Memorial Library proposals were being received and scored by the Middle Georgia Regional Library. For the entire library project, there was \$100,000 from the County, \$1.2 million grant from Senator Ossoff and \$900,000 from the State of Georgia. There was a discussion about reviewing the plans for the library and splash pad being opened, and fencing the retention pond.
- Ballfield Lights electrical work was being done.
- Pickle Ball Courts the courts would be completed soon and the county would schedule a ribbon cutting ceremony.

# PUBLIC COMMENT

Chairman Strickland read a statement regarding the Rules of Decorum.

There was a discussion about the rules of decorum, posting them where the public could review them, and not making inappropriate, personal, or offensive remarks. County Attorney Palmer read the rules of decorum for the commissioners and the discussion continued.

Cynthia Ransom addressed the commissioners regarding code enforcement and in particular there being an RV parked in her neighbor's backyard with someone living in it, a shipping container in their backyard, and their fence height. There was a discussion about the time limit for compliance and keeping Ms. Ransom informed.

Desiree Liggins addressed the commissioners stating she earned the right to speak and would continue to speak for others. Ms. Liggins discussed resurfacing and prioritizing

Sydney Butts Road, making, submitting requests in the citizen report and putting in parameters, the roads being resurfaced, reading the decorum rules.

Maurice Liggins addressed the commissioner regarding the road resurfacing, resurfacing all the gravel roads. He asked for a resurfacing schedule, resurfacing only the streets on the list, and providing the list of streets.

There was a discussion about the list of streets being resurfaced and being published to the website and the contractor providing an order the streets would be resurfaced.

# EXECUTIVE SESSION

Commissioner Little made a motion to enter into Executive Session to discuss property matters and litigation. Commissioner Butts seconded the motion and the Commissioners went into closed session at 7:02 PM.

Commissioner Little made a motion to return to open session at 8:34 PM. Co mmissioner Hall seconded the motion and the commissioners unanimously returned to open session at 8:34 PM.

# ADJOURNMENT

Commissioner Little made a motion to adjourn the June 17, 2025 commission meeting at 8:34 PM. Commissioner Butts seconded the motion and the motion passed unanimously.

The meeting was adjourned at 8:34 PM.

Submitted,

Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia



#### MINUTES

<u>PRESENT</u> Andrew Strickland, Chair Kendrick Butts, Vice Chair Sammy Hall Emily C. Davis Scott Little

<u>OTHERS</u> Dawn Hudson Brandon Palmer

#### CALL TO ORDER

Chairman Andrew Strickland called the meeting to order at 6:00 PM.

#### **INVOCATION**

Apostle J. L. Stevenson from Miracle Healing Temple was recognized by Commissioner Davis for the invocation, she stated he was in his 39<sup>th</sup> year of ministry and it was his 73<sup>rd</sup> birthday. Apostle Stevens thanks the commissioner for inviting him and then said the prayer.

<u>PLEDGE OF ALLEGIANCE</u> Vice Chairman Kendrick Butts led the Pledge of Allegiance.

#### ADMINISTRATIVE FISCAL MATTERS

Commissioner Little made a motion to amend the agenda to add personnel and land acquisition to the executive session. Commissioner Davis seconded the motion and the agenda was amended unanimously.

Commissioner Hall made a motion to amend the agenda to add the 2026 Drug Court Grant. Commissioner Little seconded the motion and the motion passed unanimously.

There was a discussion about the minutes being passed at the next meeting.

#### Family Drug Court

Assistant County Manager Dawn Hudson stated Baldwin County was awarded the 2026 Accountability Court funding the Family Drug Court Program for \$139,120 there was no match required and provided through the Superior Court Juvenile Court.

Commissioner Davis made a motion to approve the grant. Commissioner Little seconded the motion.

There was a discussion about the components of the program funds that were used for family treatment and drug rehabilitation.

Chairman Strickland called for the vote and the grant was approved unanimously.

#### Collins P. Lee Memorial Library

Assistant County Manager Hudson stated the plans for the Collins P. Lee Memorial Library had been bid and would be funded through a \$900,000, a non-matching Middle Georgia Regional Library grant. The bids for architectural services were ranked by a committee and an agreement with CAS Architecture was recommended.

There was a discussion about CAS Architecture and the procedure for choosing CAS Architecture.

Commissioner Little made a motion to authorize an agreement with CAS Architecture. Commissioner Davis seconded the motion and the motion passed unanimously.

#### Low Cost Spay and Neuter Clinic

Ms. Hudson stated bids had been solicited for a low cost spay and neuter clinic. she discussed a proposal from Paws for Georgia to use the old animal control building to establish and maintain a low cost spay and neuter clinic in exchange for rent and utilities.

There was a discussion about expanding the county's options for animal control, only being able to entering into a one-year contract with Paws for Georgia, and the cost of providing spaying neutering. Ms. Hudson stated this would only accept the bid and any conditions of the contract would be worked into the contract before adoption.

Desiree Liggins was recognized to speak but declined.

Commissioner Little made a motion to accept the bid from Paws for Georgia, Inc. for a low cost spay and neuter clinic. Commissioner Butts seconded the motion and the motion passed unanimously.

#### OLD BUSINESS

There was no old business.

#### **NEW BUSINESS**

Commissioner Davis recognized local AARP president Barbara Jackson Vann.

Commissioner Davis announced that June was Black Music Month and Pride Month.

Commissioner Strickland announced the death of Roy Garret a lifelong member of the community who served in the US Army and as a volunteer fireman for over 40 years with the West Baldwin Fire Station. He thanked Mr. Garrett for his dedication to the people of Baldwin County and thoughts and prayers were with his family.

#### COUNTY MANAGER'S REPORT

Ms. Hudson stated that Mr. Tobar had sent the commissioners an update on the projects he was working on. She asked if there were any questions; there were none.

#### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Cindy Humphrey addressed the commissioners to express her frustration with Baldwin County about getting county water while another request was granted, getting improvements done to Coopers Park while pickleball was taking precedence, and the length of time it took to clean a ditch on her road.

Chairman Strickland remined speakers address the commission and not a specific person.

Desiree Liggins addressed the commission regarding weaponing competence and strategic incompetence. She discussed the county failing in animal control and that the county moved fast to get an animal control ordinance adopted but could not move quickly on getting Sydney Butts Road paved. She asked what Commissioner Hall whispered to Chairman Strickland on May 20<sup>th</sup> when she was escorted out of the meeting. She stated that she got a response to the cease and desist letter. She asked when they were going to start the roads and getting a list of the order of the roads.

#### **EXECUTIVE SESSION**

Commissioner Hall made a motion to adjourn into executive session to discuss pending litigation, personnel and land acquisition. Commissioner Little seconded the motion and the motion passed unanimously.

The commission moved into closed session at approximately 6:23 PM.

Commissioner Little made a motion to return to open session. Commissioner Davis seconded the motion and the motion passed unanimously.

#### **ADJOURNMENT**

Commissioner Hall made a motion to adjourn the July 1, 2025 commissioner meeting. Commissioner Little seconded the motion and the motion passed unanimously.

The meeting was adjourned.

Submitted,

Andrew Strickland, Chair Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia



# AGENDA

# PRESENT

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

# OTHERS

Dawn Hudson

**Brandon Palmer** 

# CALL TO ORDER

Chairman Andrew Strickland called the meeting to order at 5:00 PM.

# ADMINSRATIVE/FISCAL MATTERS

# **Recreation Department Policies**

Assistant County Manager Dawn Hudson gave an overview of the recreation department policies stating the policies were developed in 2008/2009 when the department was functioning differently. The policies were updated in 2014 and haven't been reviews since.

The floor was opened for discussion.

Commissioner Hall recommended that the recreation policies be discarded and that they start over; there were many issues that had not been addressed properly.

Commissioner Butts expressed his concern about opening up pickleball before voting on rules. Commissioner Hall responded that they could open the pickleball courts based on the current rules and policies and they could operate under them until other policies were adopted.

Commissioner Strickland stated that much of the existing policies dealt with sports organizations that didn't exist anymore, organizations ran the programs and collected money. The county drafted policies dealing with establishing boards and how money was handled. He felt this policy fell short and the recreation committee should get input from the stakeholders and develop a policy that best served the public and the staff had the tools to execute them.

Commissioner Davis stated that staff from the Recreation Department be included in the meeting.

Commissioner Little agreed with the statements made.

Chairman Strickland opened the floor for public comment.

Molly Jones spoke on behalf of Coach Havier. She asked if there were plans to put up shotput and discuss cages, asked if the banners with the team's achievements would be back up in the gym. Ms. Jones asked about the possibility of renting the recreation center for tournaments.

There was a discussion about including policies for renting facilities for tournaments and hanging banners.

Henry Craig spoke about the pickleball facilities including not having fees, citizens should always have free play areas with usage fees to reserve courts for teaching. He discussed keeping vehicles off areas that were not meant for parking, providing trash receptacles, waiving all recreation fees for citizens who committed their lives for the community. He asked that there be programs be available for senior citizens.

Cynthia Ward Edwards spoke stating she was a proud retiree of the Baldwin County Recreation Department. She spoke on behalf of the local chapter of the NAACP addressing a concern about the aquatic center being affordable and accessible to all citizens including the proposed \$10.00 fee and what that fee covered. She stated the commissioner was on a good start and thanked Commissioner Craig. There was a discussion about the fee and it being based on Dublin's Center and dialing into the cost for running the facility and that the final policies including the fee were not final.

There was a discussion about \$6 million in grants being used to build the facilities and charging user fees to cover the operation costs to keep the facilities from failing.

Steve Franks thanked the commission for the pickleball facilities and discussed the progression of the program. He thanked Commissioners Westmoreland and Craig.

Someone from the audience asked when the pickleball court would be opened. There was a discussion about the opening being within a month, Recreation Director Traci Rollins responding it should be done within the month and the contractor had the punch list.

Donna Holick asked that there be an opportunity for the public to discuss the policies and having an opportunity to teach.

There was a discussion about the procedure for the members of the recreation committee getting input from the stakeholder and the commissioners ultimately making the final decision and that the policy would apply to all the recreation facilities, not just the pickleball courts.

Nita Reeves expressed her concern about the \$10.00 fee for the pool and how a family could afford it.

There was a discussion about the aquatic center fee and offering a family pass, having a member of the community on the recreation committee, getting input from the community including having participants from the different sports programs having input into the policy, installing additional trash cans throughout the facility.

There was a discussion about the cost of operating the aquatic center and setting a fee that would not make a profit but would generate enough to pay for itself.

Commissioner Butts stated there would be a cost to run the aquatic center, they would be looking at the numbers again, and they would work it out as board and make it reasonable for everyone in the community.

There was a discussion about negotiating with the City for the cost of water usage.

# ADJOURNMENT

Commissioner Davis made a motion to adjourn at 5:58. Commissioner Butts seconded the motion and the motion passed unanimously.

Submitted,

Andrew Strickland, Chair Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

### **RESOLUTION 2025-55**

# A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CAS ARCHITECTURE TO PROVIDE ARCHITECTURAL SERVICES FOR THE COLLINS P. LEE MEMORIAL LIBRARY AT THE HARRISBURG COMMUNITY PARK

WHEREAS, the Baldwin County Board of Commissioners desire to build the Collins P. Lee Memorial Library at the Harrisburg Community Park; and

WHEREAS, competitive sealed bids were solicited for the architectural services for the Collins P. Lee Memorial Library; and

WHEREAS, bids were accepted on June 23, 2025 in the Board of Commissioners Office located at 1601 North Columbia Street, Suite 230 with CAS Architecture ranked the highest with the lowest cost proposal; and

WHEREAS, On July 1, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the bid proposal submitted by CAS Architecture and authorized an agreement be prepared; and

WHEREAS, the aforementioned agreement is hereby attached and by reference, it, along with all of the references, attachments, and addendums included in the agreement are duly incorporated and made a part of this resolution.

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 Agreement. The Board of Commissioners hereby authorize an agreement with CAS Architecture for the architectural service associated with the design and construction of the Collins P. Lee Memorial Library.
- Authorization of Chairman. The Board of Commissioners hereby authorizes 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 with CAS Architecture and to take all action necessary in conformity therewith.
- 4. 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.

- 5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 15<sup>th</sup> day of July, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

# **RESOLUTION R-2025-56**

A RESOLUTION TO ADOPT AGREEMENT TO SELL PROPERTY; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE AGREEMENT TO SELL PROPERTY; AND FOR OTHER PURPOSES.

#### WITNESSETH:

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

WHEREAS, Baldwin County is authorized by the laws of the State of Georgia to dispose of real property for the benefit of Baldwin County and its citizens and to enter into contracts with respect thereto;

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") determined that it was in the public interest to dispose of real property located at 300 Sparta Highway, Milledgeville, Georgia 31061, being more fully described or depicted in the Purchase and Sale Agreement attached hereto as Exhibit "1" ("Property");

WHEREAS, the County abided by all requirements set forth by Georgia law to sell the Property to the highest responsible bidder by sealed bids after due notice was given;

WHEREAS, the Board of Commissioners has determined that the execution and entering into the Purchase and Sale Agreement ("Agreement to Sell Property") reflected in Exhibit "1" and subsequent sale of the Property to the highest responsible bidder is in the best interest of the citizens of the County;

WHEREAS, the County, by and through its Board of Commissioners, hereby adopts the following Resolution and the attached Agreement to Sell Property in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Baldwin County, Georgia, and it is 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. Acceptance of Agreement to Purchase Property. The County hereby approves the Agreement to Sell Property attached hereto as Exhibit "1."
- 3. Authorization to Pursue Purchase of the Property. The County Manager, County Attorney, employees, agents, or a combination thereof, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of selling the Property by the Agreement to Sell Property reflected in Exhibit "1" to the highest responsible bidder.

- 4. Authorization of the Chairman and County Manager. The Board of Commissioners hereby authorizes the Chairman or County Manager to sign, execute, and deliver the Agreement to Sell Property reflected in Exhibit "1."
- 5. Other Actions Authorized. The Chairman, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
- 6. Actions Ratified, Approved and Confirmed. The signatures in the Agreement to Purchase Property from the Chairman or County Manager for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
- 7. 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.
- 8. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED,** this 15<sup>th</sup> day of July, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chair Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

DATE ADOPTED \_\_\_\_\_ [SEAL] EXHIBIT 1

#### PURCHASE AND SALE AGREEMENT

#### A. PURCHASE AND SALE

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcels of land with such improvements as are located thereon described as follows:

300 Sparta Highway, Milledgeville, Georgia 31061 being more fully described or depicted on Exhibit "A" attached hereto and made a part hereof (the "Property").

### B. <u>PURCHASE PRICE AND METHOD OF PAYMENT</u>

The purchase price of said property shall be **One Thousand Five Hundred and Twenty Five and 00/100 DOLLARS (\$1,525.00)** to be paid

as follows:

#### By bank wire transfer of immediately available funds.

#### C. REAL ESTATE BROKER/CUMMISSION

The Property is not currently listed with any Real Estate Broker/Agent and no commission is due. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Purchaser shall ever suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated by, or arising out of any acts or agreements of Seller. Purchaser represents to Seller that Purchaser has not discussed this Agreement or the subject matter thereof with any other real estate broker, agent, or salesperson so as to create any legal right in any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Agreement. Purchaser hereby indemnifies and holds Seller harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Seller shall ever suffer or incur because of any claim by any broker, agent, or sales person, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated hereby, or arising out of any acts or agreements of Purchaser. This Section C shall survive the Closing or any termination of this Agreement.

### D. WARRANTY OF TITLE

Seller warrants that it presently has title to the Property, and at the time of closing, Seller agrees to convey good and marketable title to the Property to Purchaser by a Limited Warranty Deed subject to

(1) Easements, plats, covenants, restrictions, right-of-way deeds, agreements, and/or reservations of record, including any declaration of covenants related to a Homeowner' s

Association or Property Owner's Association; and (2) Any laws, regulations, or ordinances (including but not limited to zoning, building, and environmental matters) as to the use, occupancy, subdivision, or improvement of the Property adopted or imposed by any governmental agency.

### E. CONDITION OF PROPERTY AND INSPECTIONS

The Property is being sold "AS-IS, WHERE-IS AND WITH ALL FAULTS" and Seller makes no representations or warranties regarding the condition thereof. Purchaser and Seller agree that all inspections/examinations of all aspects of the Property by the Purchaser and/or her agents and employees have been completed.

# F. RESPONSIBILITY TO COOPERATE

Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties at such times as required to fulfill the terms and conditions of this Agreement.

### G. TIME IS OF THE ESSENCE.

Time is of the essence does apply in this Agreement. Whenever the last day for the exercise of any right or the discharge of any obligation under this Agreement shall fall upon a Saturday, Sunday, or any public or legal holiday, the party having such right or obligation shall have until 5:00 p.m. Eastern Time on the succeeding regular business day to exercise such right or discharge such obligation.

### H. ASSIGNMENT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. This Agreement may not be assigned by Purchaser in whole, or in part.

### I. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Property.

### J. COUNTERPARTS

This Agreement may be executed in any number of identical counterparts, any of which may contain the signatures of less than all of the parties hereto, but all of which together shall constitute a single agreement. Signatures delivered by facsimile or other electronic means shall be as binding as originals upon the parties so signing.

### K. SURVIVAL OF AGREEMENT

It is the intent of the parties hereto and as part consideration of this sale that the terms and conditions contained herein shall not survive the closing and shall merge with the delivery of the Limited Warranty Deed to Purchaser, except as noted in Section C herein.

### L. WAIVER

Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement or to take advantage of any right under this Agreement, shall not constitute a waiver of the other provisions or rights.

#### M. DEFAULT

1. **Default by Purchaser.** If the sale and purchase of the subject property is not consummated because of Purchaser's default, or otherwise perform its obligations hereunder in any material respect, and the failure or refusal is not cured within five (5) business days after written notice from Seller, then Seller shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Seller elects to seek specific performance, Seller must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Seller because of Purchaser's intentional acts or omissions, then Seller may terminate the Agreement and pursue an action for actual damages against Purchaser for proven out of pocket costs.

2. **Default By Seller.** If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement, or otherwise perform its obligations hereunder in any material respect, and the failure or refusal is not cured within five (5) business days after written notice from Purchaser, then Purchaser shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Purchaser elects to seek specific performance, Purchaser must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Purchaser because of Seller's intentional acts or omissions, then Purchaser may terminate the Agreement and pursue an action for actual damages against Seller for proven out of pocket costs.

### N. ENVIRONMENTAL REPRESENTATION

Seller represents that it has no actual knowledge that (a) any petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the subject property, (b) toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous substances (as defined under the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act, as amended, or any similar state or local statute or regulation) have been generated, stored, dumped, or disposed of on the subject property other than possible unauthorized random dumping, or (c) any such materials or wastes been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the subject property, except as set forth below:

### NONE

This Agreement contains the full and complete understanding and agreement of Purchaser and Seller with respect to the transaction contemplated by this Agreement and no prior agreements or representations shall be binding upon Purchaser or Seller unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon Purchaser or Seller unless in writing and executed by the parties intended to be bound by it.

### P. APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Georgia and venues for resolution in all disputes wherein by mediation, arbitration or litigation, shall lie in the county where the Property is located.

### Q. COUNSEL

Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

### R. SPECIAL STIPULATIONS

The following stipulations, if conflicting with any terms of this Agreement shall control:

- 1. Closing shall occur on or before January 31, 2025, at the offices of Smith Welch, Webb & White, LLC, 2200 Keys Ferry Court, McDonough, GA 30253, which may at the request of either party be conducted as a "mail-away" closing not requiring representatives of Purchaser and/or Seller to be present.
- 2. Closing Costs consisting of the following but not limited to: Closing Attorney Settlement or Closing Fees, Transfer Tax, Title Search, Recording Fees, Courier Fees, Post Closing Fees and Title Insurance Premiums shall be paid by the Purchaser at closing.
- 3. Purchaser and Seller shall be responsible for their own attorney's fees. Purchaser acknowledges that Smith Welch, Webb & White, LLC represents the Seller in this transaction and Purchaser is free to consult with an attorney prior to signing this agreement and any document necessary for closing.
- 4. Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Seller shall pay such Title Curative Fees.

IN WITNESS WHEREOF, each of the parties hereto has signed and sealed this Purchase and Sale Agreement on the date shown below their signature. This Purchase and Sale Agreement

shall for all purposes be deemed to be FULLY EXECUTED and dated (the "Effective Date") on the later of the dates of execution shown below for Seller and Purchaser.

### SELLER:

### BALDWIN COUNTY BOARD OF COMMISSIONERS

Ву:
Name:
Title:
Date of Execution:
Ву:
Name:
Title:
Date of Execution:
PURCHASER:
laykrishna Patel
Date of Execution:

#### EXHIBIT "A"

Location Address: 300 Sparta Hwy

Parcel Number: 091 050

Legal Description: All that certain lot or parcel of land containing 0.245 acre situate, lying, and being in the 115th District, G.M., Baldwin County, Georgia, being identified as Lot Number Two on the plat of lands of Nina Carr Watson Ashfield recorded in Deed Book 63, at page 220, in the office of the Clerk of the Superior Court of Baldwin County, Georgia, and being generally bounded as follows: On the north by lands owned by Thad Ashfield; on the east by lands known as the Gautler Place; on the south by lands formerly owned by Nina Carr Watson Ashfield; and on the west by land of Capser W. Hawkins, Jr.

This is the same property conveyed from Jeann S. Hawkins, Karen Cyresse Hawkins, and Anita Hawkins Brooks to Opal Florence Blizzard and Dorothy S. Hawkins by a deed dated December 12, 1977, and recorded in Deed Book 131, page 500, Baldwin County records.

# BALDWIN COUNTY, GEORGIA INVITATION FOR SEALED BID SALE OF REAL PROPERTY WITH DILAPIDATED STRUCTURE

The Baldwin County Board of Commissioners invites members of the general public to submit sealed bid proposals for consideration to purchase certain unimproved real property in accordance with O.C.G.A. 36-37-6 (a). Minimum bid must be at least \$1,000. Sealed bids will be accepted at 1601 N Columbia St, Ste 230, Milledgeville, Georgia, until, but no later than 12:00 p.m. EST, on Monday, June 30, 2025, at which time they will be publicly opened in the lobby and read aloud.

Location Address: 300 Sparta Hwy

Parcel Number: 091 050

Legal Description: All that certain lot or parcel of land containing 0.245 acre situate, lying, and being in the 115th District, G.M., Baldwin County, Georgia, being identified as Lot Number Two on the plat of lands of Nina Carr Watson Ashfield recorded in Deed Book 63, at page 220, in the office of the Clerk of the Superior Court of Baldwin County, Georgia, and being generally bounded as follows: On the north by lands owned by Thad Ashfield; on the east by lands known as the Gautler Place; on the south by lands formerly owned by Nina Carr Watson Ashfield; and on the west by land of Capser W. Hawkins, Jr.

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The complete instructions, including bid proposal forms are available at the Baldwin County Commissioners Office, 1601 N Columbia St, Ste 230 and available for download on the Baldwin County website: www.baldwincountyga.com. All bids must be submitted on the Bid Proposal Form before the stated deadline for consideration. Face of sealed envelope must bear the words "Sealed Bid–300 Sparta Hwy" or your bid will not be considered. Baldwin County reserves the right to reject any and all bids. The property is being sold "as is". The structure on the property must be demolished within 90 days of taking ownership. Bidder must pay legal costs to execute sale and transfer property.

Inquiries regarding bid requirements shall be directed to: Carlos Tobar, County Manager 478-445-4791

# 300 Sparta Highway BIDDER'S ACKNOWLEDGMENT

SUBMIT ONE ORIGINAL AND (2) COPIES OF YOUR BID TO:

Baldwin County Government Building Attn: County Manager 1601 N. Columbia Street, Suite 230 Milledgeville, GA 31061

# TITLE: Sale of 300 Sparta Hwy

Bid must be received PRIOR TO 12:00 P.M. on Monday, June 30, 2025, at which time Bids will be opened.

Bidder's Name: Jaykrishna Patel

 (Please specify if a corporation, partnership, other entity or individual)

 Fed. ID# or SSN:
 Image: Contact Representative:

 Jaykrishna Pater
 Email Address:

 nkjllc2025@gmail.com

The undersigned authorized representative of the Bidder agrees to all terms and conditions stated in the bid solicitation and and agrees that if this bid is accepted by the County, the Bidder will enter into a Sales Agreement to purchase 300 Sparta Hwy as stated in this bid and in accordance with the terms and conditions of the Sales Agreement which will require demolition of dilapidated structure on the parcel within 90 days of the sales date. Bidder pays all demolition costs, and legal costs to execute sale and transfer property. Minimum bid must be at least \$1,000.

Jaykrishna Patel

Authorized Representative's Signature

Jaykrishna Patel

Name:

06/19/2025	
Date	
Self	
Position:	

### 300 Sparta Hwy BID FORM

The undersigned authorized representative of the Bidder agrees to all terms and conditions stated in the bid solicitation and and agrees that if this bid is accepted by the County, the Bidder will enter into a Sales Agreement to purchase 300 Sparta Hwy as stated in this bid and in accordance with the terms and conditions of the Sales Agreement which will require demolition of dilapidated structure on the parcel within 90 days of the sales date. Bidder pays all demolition costs, and legal costs to execute sale and transfer property. Minimum bid must be at least \$1,000.

Jaykrishna Patel

Juichase 300 Sparta Hwy for:         Fifteen hundred twenty five dollars         Written Dollar Amount         (\$ 15.25, 00         Jaykrishna Patel         Obligans         Jaykrishna Patel         Jaykrishna Patel         Self		(proposer's legal name) certifies that it agrees to
Authorized Representative's Signature       Office         Jaykrishna Patel       06/19/2025	purchase 300 Sparta Hwy for:	÷
Written Dollar Amount         (\$ 1525.00         Jaykrishna Patel       06/19/2025         Jaykrishna Patel       Date         Jaykrishna Patel       Self	Hiften hundred twe	uty five dollars
(\$525.00)       Jaykrishna Patel       Jaykrishna Patel       Name:	Written	Dollar Amount
Authorized Representative's Signature Date Jaykrishna Patel Self	(\$ 15.	25.00
Jaykrishna Patel Self	Jaykrishna Patel	06/19/2025
Neme	Authorized Representative's Signature	Date
Name: Position:	Jaykrishna Patel	Self
	Name:	Position:


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## PUBLIC NOTICE

The City of Milledgeville Consumer Confidence Water Quality Report is available to view at: https://www.milledgevillega.us/wp-content/uploads/2025/ 05/City-of-Milledgeville-Water-Quality-Report-2024.pdf

or a paper copy is available in the Business Office in City Hall located at 119 East Hancock Street.

# BALDWIN COUNTY, GEORGIA INVITATION FOR SEALED BID SALE OF REAL PROPERTY WITH DILAPIDATED STRUCTURE

The Baldwin County Board of Commissioners invites members of the general public to submit sealed bid proposals for consideration to purchase certain unimproved real property in accordance with O.C.G.A. 36-37-6 (a). Minimum bid must be at least \$1,000. Sealed bids will be accepted at 1601 N Columbia St, Ste 230, Milledgeville, Georgia, until, but no later than 12:00 p.m. EST, on Monday, June 30, 2025, at which time they will be publicly opened in the lobby and read aloud.

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Inquiries regarding bid requirements shall be directed to: Carlos Tobar, County Manager 478-445-4791

### **RESOLUTION R-2025-57**

### A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11 AND WITH THE MIDDLE GEORGIA CONSORTIUM, INC. FOR BALDWIN COUNTY TO ACT AS THE SUB-GRANTEE, ADMINSISTRATIVE, AND PROGRAMATIC ENTITY OF THE WORKFORCE INNOVATOIN AND OPPROTUNITY ACT OF 2014 GRANT FUNDING

**WHEREAS**, the Baldwin County Board of Commissioners desire offer the citizens of Milledgeville and Baldwin County with workforce training through the continuation of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Grant; and

WHEREAS, the Baldwin County Board of Commissioners desire for Baldwin County to continue to participate in the WIOA programs by entering into a Contract Service and Financial Agreement with the Executive Committee and Chief Elected Executive Officials for Middle Georgia Workforce Development Area 11 and also with the Middle Georgia Consortium, Inc. whose 11 members are the 11 counties within the Middle Georgia Workforce Development Area 11; and

WHEREAS, under the agreement Baldwin County shall act as the WIOA sub-grantee as well as WIOA administrative and programmatic entity; and

**WHEREAS**, notwithstanding to provisions of this agreement, Baldwin County shall have no liability for costs incurred which exceed the funds obligated to the agreement; and

WHEREAS, this agreement shall be effective from July 1, 2025 to June 30, 2026; and

WHEREAS, funds provided under this agreement shall only be used to provide employment related activities that could not be provided with funds or sources otherwise available and the available funds shall not be used to substitute or supplant other funds and sources of revenue.

**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 Agreement. The Board of Commissioners hereby authorizes the agreement with the Executive Committee of Chief Elected and Executive Officials for Middle Georgia Workforce Development Area 11 and with the Middle Georgia Consortium, Inc.
- **3.** Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to,

and consummate the application and administration of the agreement and to take all action necessary in conformity therewith.

- 4. 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.
- **5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED,** this 15<sup>th</sup> day of July, 2025.

### BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

DATE ADOPTED

[SEAL]

ltem 4.

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

## ARE THE 11 COUNTIES WITHIN MIDDLE GEORGIA WORKFORCE DEVELOPMENT AREA 11

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

### WITNESSETH:

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

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

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

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

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

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

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

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

### NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

This contract shall be effective beginning July 1, 2025 and ending June 30, 2026. BALDWIN COUNTY shall not be responsible for funds expended prior to July 1, 2025 or funds expended after June 30, 2026 under this agreement. However, certain cost incurred prior to July 1, 2025, may not be payable until after June 30, 2026. Baldwin County, Georgia will drawdown funds from the Technical College System of Georgia, Office of Workforce Development to cover these costs in the same manner as for cost incurred July 1, 2025 and thereafter.

The parties agree to the following terms and conditions:

1. Maintenance of Existing Effort

MGCI agrees that the funds provided under this AGREEMENT shall only be used to provide employmentrelated activities that could not be provided without this AGREEMENT from funds or sources otherwise available to MGCI, or its service providers, and that the funds under this AGREEMENT shall not be used to substitute or supplant other funds and sources of revenue. Applicable CFDA numbers for this AGREEMENT: Adult - CFDA# 17.258; Youth - CFDA# 17.259; Dislocated Worker-CFDA# 17.278; QST – CFDA# 17.277, and HDCI – CFDA# 17.278.

2. Applicable Laws, Policies, and Procedures

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

3. Period of Performance

All work under this AGREEMENT, including the actual employment of any individual in a position for which reimbursement is claimed under this AGREEMENT, shall begin on July 1, 2025.

- 4. Administration
  - a. Records (Applies to the MGCI and all sub-contractors)
    - 1. Retention of Records

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

2. Participant Records

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

3. Employee Records

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

4. Access to Records

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

b. Property

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

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

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

2. Accident Insurance

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

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

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

- 5 Audit Requirements (Applies to MGCI and all sub-contractors/service providers) MGCI agrees to comply with Part 200.508 – Auditee Responsibilities under the 2 CFR which reads as follows:
  - a. Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of pass-through entity.
  - b. Procure or otherwise arrange for the audit required by this part in accordance with 200.509 Auditor selection, and ensue it is properly performed and submitted when due in accordance with 200.512 Report submission.
  - c. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 200.510 Financial statements.

- d. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 200.511 Audit findings follow-p, paragraph (b) and 200.511 Audit finding follow-up, paragraph (c), respectively. Any ultimately disallowed costs for which MGCI is responsible, after all applicable and available administrative and legal appeals have been exhausted, shall be reimbursed in accordance with the agreement between the member counties.
- e. Provide the Auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.
- f. If funds greater than \$750,000 are expended during MGCI's fiscal year, a single entity-wide audit must be conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156), 29 CFR Part 99 entitled, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 96 "Audit Requirement for Grants, Contract, and Other Agreements. If state funds of \$100,000 or more are expended during the fiscal year, an entity-wide audit must be conducted for that year in accordance with Generally Accepted Government Auditing Standards issued by the American Institute of Certified Public Accountants.
- g. Contract for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanction and penalties as appropriate.

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

Two (2) copies to: Baldwin County, Georgia 1601 N. Columbia Street, Suite 230 Milledgeville, GA 31061 Attn: Finance Director

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

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

7. Disputes

2.1.1

Except as otherwise provided in this AGREEMENT, any dispute concerning a question or fact arising under this AGREEMENT, which is not disposed of by this AGREEMENT, shall be mediated between the parties to this AGREEMENT.

Pending final decision of a dispute hereunder, MGCI shall proceed diligently with the performance of this AGREEMENT.

This disputes clause does not preclude consideration of questions in law in connection with decisions provided for in the paragraph above; provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on a question of law or fact.

8. Violations of this AGREEMENT

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

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

### 10. Modifications/Amendments

Same 3

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

- d. Modifications/amendments, other than those specified above, to this AGREEMENT must be within the scope of the AGREEMENT, unless agreed otherwise by both parties in writing.
- 11. Equal Opportunity (Applies to MGCI and all sub-contractors)

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

- a. MGCI will comply fully with the non-discrimination and equal opportunity provisions Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
- b. MGCI will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. MGCI will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. Ngcci will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for services and/or training. MGCI agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. MGCI will, in all solicitations or advertisements for employees or participants, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief.
- d. MGCI will permit access to any contract-related books, records, and accounts by the contracting agency, the State and the United States Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
- e. In the event of MGCI's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the MGCI may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. MGCI shall file with Baldwin County a signed "Nondiscrimination and Equal Opportunity Requirements of WIOA," attached hereto.
- Compliance with Contract Work Hours and Safety Standards Act as amended 2009 (40 U.S.C. 3702 -3708)

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

a. Overtime Requirements

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

b. Violation

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

c. Withholding for Unpaid Wages and Liquidated Damages.

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

d. Subcontracts.

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

e. Records.

MGCI must maintain payroll records containing the information specified in 29 CFR 516.2. Such records must be preserved for three (3) years from the completion of the contract.

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

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

b. Officials Not to Benefit.

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

c. Covenant Against Contingent Fees.

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

d. Employee-Trained Fringe Benefits.

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

- 1. The minimum rate required under the Fair Labor Standards Act; or
- Any minimum rate applicable to the employee and required under any Federal, State or local 2. law: or
- 3. The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or
- The wage rate required by an applicable collective bargaining agreement. 4.
- e. Disclosure of Confidential Information.

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

f. Code of Conduct and Conflict of Interest.

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

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

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

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

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

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

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

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

i. Religious Activities.

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

i. Public Service Employment.

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

k. Certification Regarding Lobbying

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

1. Debarment and Suspension.

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

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

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

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

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

### Baldwin County, Georgia:

Signature

Andrew Strickland Typed Name

Witness

**Executive Committee:** 

Signature

Chris Weidner Typed Name

Area/11 Workforce Development Board: Signature

Stephen D. Williams Typed Name itnes

Middle Georgia Consortium, Inc.

Signature

Chris Weidner Typed Name

111 C avel Witness

Date

Chair, Baldwin County Board of Commissioners Title or Capacity

County Clerk

1. 124/2025

Date

Chair, Executive Committee, CLEO Title or Capacity CON and Notary Public G 6/24/2025 Date Chair, Workforce Development Board 1088011PA 232000 NON CONY Title or Capacity aul Notary Public PRG 1/24/2025 Date Chair, Middle Georgia Consortium, Inc. Board of Directors

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Attested by Corporate Secretary

### **RESOLUTION R-2025-58**

### A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR AN ADULT FELONY DRUG COURT GRANT.

**WHEREAS**, the Baldwin County Board of Commissioners desire to receive funding from the Criminal Justice Coordinating County for an Adult Felony Drug Court Grant; and

WHEREAS, the Grant provides funding of \$373,058 with a match of \$65,534.

**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 Grant Application. The Board of Commissioners hereby authorizes the preparation and submission for a Criminal Justice Coordinating Council Adult Felony Drug Court Grant.
- **3.** Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
- 4. 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.
- **5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED,** this 15<sup>th</sup> day of July, 2025.

### [SIGNATURE PAGE FOLLOWS]

### BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

DATE ADOPTED\_\_\_\_\_

[SEAL]

### **CRIMINAL JUSTICE COORDINATING COUNCIL**

2026 Accountability Court Funding Program

SUBAWARDEE:	Baldwin County Board of Commissioners	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	58-6000782	SUBAWARD NUMBER:	AW-ACFP-26-569-140
IMPLEMENTING AGENCY:	Baldwin County Board of Commissioners	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Adult Felony Drug Court	SUB AWARD AMOUNT:	\$373,058.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	\$65,834.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$438,892.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment Frequency:

**Agency Approval** 

Awardee Approval

Rea CE

Jay Neal, Director Criminal Justice Coordinating Date

7/7/2025

Signed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **RESOLUTION R-2025-59**

### A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR A MENTAL HEALTH COURT GRANT.

**WHEREAS**, the Baldwin County Board of Commissioners desire to receive funding from the Criminal Justice Coordinating County for a Mental Health Court Grant; and

WHEREAS, the Grant provides funding of \$363,558 with a match of \$64,157.

**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 Grant Application. The Board of Commissioners hereby authorizes the preparation and submission for a Criminal Justice Coordinating Council Mental Health Court Grant.
- **3.** Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
- 4. 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.
- **5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED,** this 15<sup>th</sup> day of July, 2025.

### [SIGNATURE PAGE FOLLOWS]

### BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

DATE ADOPTED\_\_\_\_\_

[SEAL]

### **CRIMINAL JUSTICE COORDINATING COUNCIL**

2026 Accountability Court Funding Program

SUBAWARDEE:	Baldwin County Board of Commissioners	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	58-6000782	SUBAWARD NUMBER:	AW-ACFP-26-565-139
IMPLEMENTING AGENCY:	Baldwin County Board of Commissioners	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Mental Health Court	SUB AWARD AMOUNT:	\$363,558.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	\$64,157.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$427,715.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment Frequency:

**Agency Approval** 

La 1

Awardee Approval

Jay Neal, Director Criminal Justice Coordinating **Date** 7/8/2025

Signed Name:	
Printed Name:	

Title: \_\_\_\_\_

Date: