



BALDWIN COUNTY REGULAR MEETING

April 04, 2023

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Litter Education and Removal - Dr. Jeff Wells
2. Education & Sharing Day By Baldwin County, GA – County Manager

APPROVAL OF MINUTES

3. March 7, 2023 Work Session
March 7, 2023 Regular Meeting

ADMINISTRATIVE/FISCAL MATTERS

4. Update on Recreation Department Activities - County Manager
5. Mutual Aid Agreement with City of Gordon - Chief Young
6. Dislocated Worker Program Grant Award - Assistant County Manager
7. Accountability Court Supplemental State Funds - Assistant County Manager
8. Georgia County Internship Program Grant Agreement - County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

9. Personnel

ADJOURNMENT

REMINDERS

April 7, 2023, Friday, All Non-Emergency Departments will be closed in observance of Good Friday. Non-Emergency Departments will close at 3:00 p.m. on Thursday, April 6th and will reopen Monday, April 10th.

April 18, 2023, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.



**BALDWIN COUNTY COMMISSIONERS
WORK SESSION**
March 7, 2023
1601 N Columbia Street, Suite 210
5:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Henry Craig
Sammy Hall

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Work Session to order at 5:00 p.m. Chair Davis welcomed members of the City Council who were attending the meeting to discuss the Land Bank.

ADMINISTRATIVE / FISCAL MATTERS

Land Bank

County Manager Carlos Tobar reported the current Intergovernmental Contract for the establishment of the Land Bank is the latest version with no changes since it was discussed at the February 21st Board of Commissioners meeting. At that meeting, the issue was tabled until this Work Session was held.

Discussion was held about clarifying the definition of non-profit agencies; how property gets accepted into the land bank; the composition of the Land Bank Board; the importance of selecting Board Members to carry out the primary goal of the Land Bank, which is to improve community neighborhoods by assembling or disposing of public property including dilapidated, abandoned and tax delinquent property in a coordinated manner to foster development of property, create affordable housing and promote economic growth.

Mr. Tobar stated once all recommended edits are made today, the County will vote on the revised Intergovernmental Contract at their Regular Meeting tonight at 6:00 p.m.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Joint Meeting at 5:52 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY COMMISSIONERS
REGULAR MEETING
March 7, 2023
1601 N Columbia St, Suite 220
6:00 P.M.**

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Henry Craig
Sammy Hall

OTHERS PRESENT

Bandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

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

INVOCATION

Minister Barbara Harper delivered the Invocation

PLEDGE OF ALLEGIANCE

Baldwin High School JROTC presented the Colors. Ms. Susie Harper Marshall led the Pledge

PRESENTATIONS

Communities in Schools

Executive Director Janet Cavin presented an overview and yearly report on the Communities in Schools. She discussed the services provided including tutoring, mentoring, case management, school uniforms and supplies, blessing bags, personal hygiene supplies and adult education. Ms. Cavin expressed her appreciation to the Board for their continued support of Milledgeville/Baldwin County Communities in Schools.

Oconee Community Service Board

Mr. John Timm and Mr. Ezekiel McWilliams presented an update on the Oconee Center. They reported the Oconee Center’s mission is to provide high quality and cost-effective behavioral health care services. They discussed services including mental health, developmental disabilities and addictive disease which are provided to the counties of Baldwin, Hancock, Jasper, Putnam, Washington and Wilkinson. Commission Chair Emily Davis also services as Chair of the Oconee Community Service Board. They expressed appreciation to Chair Davis and the Board for the support given to the Oconee Community Service Board and the Oconee Center.

APPROVAL OF MINUTES

Vice Chairman John Westmoreland made a motion to approve the minutes of the February 21, 2023 Regular Meeting and the February 21, 2023 Executive Session as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Attorney Palmer stated since this would be an act of the local legislative delegation Public Hearings are not required. However, the Board could vote at a later date if a Public Hearing will be scheduled.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented the following report: fifteen (15) concrete pads have been poured for disc golf course; RAISE grant application for Oconee Heights Streetscape was submitted to USDOT; grant application for sewer extension to Smith-Sibley was submitted to Senator Ossoff; application will be submit for a sewer rehabilitation project to Senator Warnock by this Friday; received letters of support from Representative Ken Vance and Senator Rick Williams and Mayor Mary Parham-Copelan; held a public hearing for 2023 multi-activity (sewer rehab and housing) CDBG application at Wesley Chapel AME the previous with good participation; inspector visited the first three CHIP homes today to prepare bid list; bid package should be out for bid within two weeks; Office of Planning and Budget reached out to us to make minor edits to our grant applications.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Mr. Gregory Barnes, 3736 Sussex Drive, addressed the Board stating he and Commissioner Hall had been given misinformation that 501 c (3) organizations could not work within the County government. However, according to the SPLOST referendum this is not correct. He stated he hoped other 501 c (3) organizations would be able to do so as well. Mr. Barnes stated he had submitted an open records request about the upcoming SPLOST and had not received a response. County staff stated they would look into the matter to locate the request.

Mr. Hudman Evans, 328 Railroad Drive, addressed the Board regarding the Oconee Heights proposed project which included solar lighting. He stated each district should be afforded opportunities for improvement especially if the district qualifies for grant funding regardless of whether another district qualifies for the same. He also expressed his concern regarding mental health issues. He stated he felt a mental health officer should be on call to assist law enforcement in dealing with situations caused by mental health.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 7:00 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk

AGREEMENT FOR FIRE SERVICE MUTUAL AID

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **Gordon Fire Rescue and Baldwin County Fire Rescue.**

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

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

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

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

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

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

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

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its fire chief,

or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.
3. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.
4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.
 - b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.
 - c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.
 - d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.
 - e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.

5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.
6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
7. Unless renewed by the parties within one hundred and twenty (120) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, if renewed, five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a one hundred and twenty (120) day advance written notice is mailed or delivered to the other party.
8. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

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

Gordon Fire Rescue, Wilkinson County

By: Terry A. Eady TAE
Terry Eady
Fire Chief

Mayor April Smith
Mayor April Smith

Approved as to form and legality: Jim Green
Jim Green
City Attorney

Baldwin County Fire Rescue, Baldwin County

By: _____
Victor Young
Fire Chief

Emily C. Davis
Chair

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 REGION: 06

GRANT NO: QST-22-23-06-011
FAIN: DW-39200-22-60-A-14

GRANT PERIOD:
FROM: 09/26/2022 THRU: 09/30/2024

GRANT YEAR: FY 2023
PROGAM TITLE/TYPE: I

Dislocated Worker Program

CFDA NO: 17.277

TOTAL FUNDS: \$ 700,000
Admin not to exceed: \$ 70,000

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

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

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

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

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

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

Date Executed

Date of Acceptance

Authorized Signature

Emily C. Davis

Chairperson

Madam Chair, Baldwin County Board of Commissioners
Title (typed)

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
TECHNOLOGY SUBGRANT AWARD ACCOUNTABILITY COURT GRANT


SUBGRANTEE: Baldwin County BOC SUPPLEMENTAL STATE FUNDS: \$4,510
IMPLEMENTING AGENCY: Ocmulgee Judicial Circuit FTC
PROJECT NAME: ACCOUNTABILITY COURT
SUBGRANT NUMBER: J23-8-108 GRANT PERIOD: 04/01/23-6/30/23

This award is made under the Accountability Courts 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 April 1, 2023.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Meal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 04/01/23

Emily C. Davis Chair Baldwin County
Typed Name & Title of Authorized Official

58-6000782-003
Employer Tax Identification Number (EIN)

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the "FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and BALDWIN County ("COUNTY"), having its principal office at 1601 NORTH COLUMBIA STREET, SUITE 230, MILLEDGEVILLE, GA 31061. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

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

B. Purpose of Agreement:

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

II. REIMBURSEMENT TO COUNTY.

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

A. Use of Grant Funds.

1. Amount of Reimbursement

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

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

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2023 to September 1, 2023, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information

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to the FOUNDATION: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 16, 2023 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 28, 2023; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

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

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III(D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

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undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2023.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

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

A. The FOUNDATION shall have access to any pertinent books, documents, papers, and records of the COUNTY for the purpose of making audit examinations, excerpts, and transcripts. The COUNTY shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The COUNTY agrees that the FOUNDATION has the authority to investigate any allegation of misconduct made by the COUNTY pertaining to this Agreement. The COUNTY agrees to cooperate fully in such investigations by providing the FOUNDATION reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. **Hold Harmless**

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

VIII. **Program Publicity and COUNTY Participation**

A. The COUNTY agrees to allow preplanned site visits from the FOUNDATION for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The COUNTY further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and FOUNDATION, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The COUNTY further agrees that any promotional information by the COUNTY regarding the Georgia County Internship Program must be preapproved by the FOUNDATION.
- C. The COUNTY additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the COUNTY must be reviewed and approved by the FOUNDATION.

XI. Miscellaneous Provisions

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

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

XII. CONTRACT EXHIBIT INCLUSION:

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

- Exhibit A Grant Award Letter
- Exhibit B County Grant Application
- Exhibit C E-Verify Usage and Acknowledgement Form
- Exhibit D Reimbursement Form
- Exhibit E Intern Evaluation Form
- Exhibit F Intern Consent Form
- Exhibit G Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

Signature

Signature

Emily C. Davis
Printed Name

Dave Wills
Printed Name

Chair
Title:

Secretary-Treasurer
Title:

This 4 day of April, 2023

This ___ day of _____, 2023

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of Baldwin County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the Baldwin County Governing Authority in a meeting that was properly advertised and open to the public on April 4, 2023, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk