



# BALDWIN COUNTY REGULAR MEETING

July 06, 2021

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

1. June 15, 2021 Public Hearing and Regular Meeting

### ADMINISTRATIVE/FISCAL MATTERS

2. Recreational Vehicle Parks Ordinance - County Manager
3. Resolution of Support for Central State Hospital Local Redevelopment Authority (CSHLRA) - County Manager
4. Grant Awards - Finance Director
  - \*Georgia Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program
  - \*Georgia Emergency Communications Authority (GECA) 911 Training Grant
5. Public Defender Budget for FY 2022 and Contract for Indigent Defense Services - Assistant County Manager
6. Lease Agreement with State Properties Commission - County Manager
7. Airport Coronavirus Response Grant Program (ACRGP) Contract - County Manager
8. Solid Waste Contract - County Manager
9. GICH Letter of Intent - County Manager

### OLD BUSINESS

### NEW BUSINESS

### COUNTY MANAGER'S REPORT

### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

## **ADJOURNMENT**

## **REMINDERS**

July 20, 2021, Tuesday, 6:00 p.m., Public Hearing for Discussion of Renaming Government Building and Regular Meeting, 1601 North Columbia Street, Government Building, Suite 240.

August 3, 2021, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Government Building, Suite 240.

August 17, 2021, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Government Building, Suite 240.



**BALDWIN COUNTY COMMISSIONERS  
JUNE 15, 2021 PUBLIC HEARING AND  
REGULAR MEETING**

**June 15, 2021  
1601 N Columbia St, Suite 220  
6:00 PM**

**MINUTES**

**CALL TO ORDER**

Chair Henry Craig called the June 15, 2021 Public Hearing and Regular Meeting to order at 6:00 p.m.

**PUBLIC HEARINGS**

**Comprehensive Plan Amendment**

Greg Boike, Middle Georgia Regional Commission, stated the public hearing is a requirement in order to amend the comprehensive plan to include the broadband services component. He stated residents, businesses and community facilities should have access to affordable and reliable internet services. Mr. Boike reported discussions with local elected officials, staff, local business leaders and residents of the County indicate there is a significant need to improve high speed internet. He discussed the needs and opportunities identified by various stakeholders and the locations of served and unserved census blocks.

Mr. Boike stated the purpose of the public hearing is to receive public comment on the changes proposed to the Comprehensive Plan. The Georgia Department of Community Affairs (DCA) will then review the plan for thirty (30) days and most likely approve the changes. After DCA's approval, the County and City will approve the Resolution to adopt the changes. Once the updated Comprehensive Plan is approved by DCA and the County and City, The local governments can apply to the State for Broadband Ready designation.

Chair Craig opened the floor for comments from the public. He asked Commissioners for questions and comments. There were no public comments nor any questions or comments from Commissioners.

**Recreational Vehicle Parks**

Carlos Tobar stated an ordinance is being proposed for establishment and operation of Recreational Vehicle Parks. He reported the County issued a moratorium on RV Parks until the ordinance is developed. Mr. Tobar stated that additional reviews and revisions need to be made to the proposed ordinance, and he recommended no action be taken on this matter at this time.

Mr. Tobar discussed that a five percent (5%) lodging tax will be assessed daily on the rental of each RV space. It has been recommended that the proposed ordinance not limit the number of days a Recreational Vehicle could stay at an RV Park. Vice Chair John Westmoreland clarified the fact that management must be on site twenty-four (24) hours – seven (7) days per

week. He stated the Emergency Contact Information should be clearly posted so everyone would know who to notify.

The floor was open for public comments.

Mr. Steve Bowers, District Manager, Scenic Mountain RV Resort, addressed the Board about the proposed Recreational Vehicle (RV) Parks Ordinance. He presented information about his experience and background in the RV industry and statistics of the RV travel industry. He stated that in his opinion, Baldwin County needs to get as many RVs in this county as possible because people bring revenue to the County and city by spending money in stores, gas stations, restaurants, etc.

Commissioner Hall asked Mr. Bowers his assessment of the ordinance. Mr. Bowers stated he feels the proposed ordinance is fair and is very similar to ordinances governing other parks throughout the state and country. He does not have an issue with the 5% tax; however, he would like for the 30 day occupancy limit to be removed. He recommended the 5% fee be charged each day regardless of how long a person stays at the Park. He also stated the required lot size and the separation distance between RVs could be reduced from size requirements stated in the proposed ordinance. The ordinance provides for inspection of park sites which is also common practice at other parks. Commissioners discussed the fact the ordinance would allow for inspection of outside areas, i.e. water and sewer lines and not the interior of recreational vehicles. Commissioner Hall stated he felt garbage enforcement would be a job of park management not the County. Mr. Bowers commented this is standard procedures for the operation of RV Parks, and he has no issues with it.

County Manager Tobar stated taxes will be paid to the County. Susie Marshall commented she felt the tax would cause local businesses to lose money.

Chair Craig stated the proposed ordinance would bring RV Parks in line with other lodging facilities such as hotels, Airbnb, and VRBO units which are required to pay the hotel/motel tax. The proposed lodging tax will equalize the hospitality industry in that everyone will pay an associated tax.

Commissioner Kendrick Butts stated he felt the Scenic Mountain RV Park is a great asset to the County.

Cindy Humphrey stated her questions about the proposed ordinance have been answered.

There being no further comments from Commissioners or the public, Commissioner Sammy Hall made a motion to close public hearing at 6:30 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

### **AMENDMENT TO AGENDA**

Commissioner Emily Davis made a motion to amend the Agenda for a Juneteenth Resolution. Commissioner Kendrick Butts seconded the motion and it passed unanimously. Chair Craig read a Proclamation declaring June 19 of each year as "Juneteenth Celebration Day" in Baldwin County.

## **APPROVAL OF MINUTES**

Vice Chair John Westmoreland made a motion to approve the minutes of June 1, 2021 Regular Meeting, June 1, 2021 Executive Session, June 8, 2021 Called Meeting and June 8, 2021 Executive Session as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

## **ADMINISTRATIVE / FISCAL MATTERS**

### **Submission of Comprehensive Plan for Review**

County Manager Tobar requested the Board's authorization for the Chair to sign a letter of submission for the updated Comprehensive Plan to be submitted to the Georgia Department of Community Affairs (DCA) and the Middle Georgia Regional Commission (MGRC) for review and approval.

Vice Chair John Westmoreland made a motion to authorize the Chair to sign the letter to submit the updated Comp Plan to DCA and MGRC. Commissioner Sammy Hall seconded the motion and it passed unanimously

### **Ordinance for Recreational Vehicle Parks**

County Manager Tobar stated further review is necessary on the proposed ordinance for Recreational Vehicle Parks. He requested no action be taken on the ordinance at this time.

Commissioner Emily Davis made a motion to table the Recreational Vehicle Parks Ordinance. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

### **Solid Waste Contract**

County Manager Tobar reported a draft of the Solid Waste Contract has been received and Commissioners have reviewed the draft and provided comments. Mr. Tobar stated the revised draft requires further review.

Commissioner Emily David made a motion to table the Solid Waste Contract. Commissioner Sammy Hal seconded the motion and it passed unanimously.

### **Grant Awards**

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

**Criminal Justice Coordinating Council (CJCC) Family Drug Court Grant Award** - to provide funds in the amount of \$178,881 for the period July 1, 2021 – June 30, 2022 for the purpose of establishing specialty courts to address offenders arrested for drug charges or mental health issues.

**Governor's Office of Highway Safety Technology Grant Memorandum of Understanding (MOU) between the Sheriff's Office and the Georgia Association of Chiefs of Police (GACP)** – to provide funds in the amount of \$25,000 for a period of thirty-six (36) months to purchase mobile data units for vehicles.

Criminal Justice Coordinating Council (CJCC) Law Enforcement Training Award - to provide funds in the amount of \$64,368 for the period June 1, 2021 – June 30, 2022 for law enforcement agencies to provide hands-on training for officers in use of force or de-escalation.

Ms. Adams reported there is no required match on any of these grants.

Commissioner Emily Davis made a motion to accept all three (3) grant awards as presented by the Finance Director. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

### **OLD BUSINESS**

There was no old business to come before the Board.

### **NEW BUSINESS**

Commissioner Davis requested an update on the traffic project at Sinclair Marina Road and 441 near the Dollar General Store. County Manager Tobar stated he has not received an update. The Department of Transportation (DOT) has three (3) separate projects for Baldwin County. The first project has been completed, the second, which is the traffic study at Meriwether Road and 441, is currently being done and the Sinclair Marina project will be done next.

### **COUNTY MANAGER'S REPORT**

County Manager reported on the following: ACCG and GA Trend magazine awarded Baldwin County a "County Excellence Award for the Baldwin County Regional Airport; hangar construction began on west apron phase I; west apron phase II plans are being finalized; splash pad construction nearing completion; addresses to the County's parks are being placed on the website; clearing and grubbing continues at site of new aquatic center; Bonner Road set to reopen soon; 3,300 linear feet of new pipe has been installed to replace defective pipe at Erin Shores; Chief Building Official Steve Owens was appointed by Governor Kemp to the State Construction Industry Licensing Board; and swim lessons will be offered at Georgia College and State University this summer with details being finalized at the college legal department.

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

Pam Peacock addressed the Board regarding spay / neuter services by PAWS for GA. She reported that of 23 animals submitted for spay / neuter none had a current rabies vaccination. She stated education of the public regarding spay / neuter is very important to getting a handle on the situation.

Tina Behne commended Mr. Westmoreland for his comments to explain acronyms that are used. She stated documents posted on websites should be in one place so they are easier to locate. She discussed the Manufactured Home Ordinance and asked when will it be brought back to the Board for consideration.

Susie Marshall addressed the Board regarding no picture being taken with the Juneteenth Proclamation and problems with the lack of lighting on the southside of town on Vinson Highway.

Cynthia Edwards questioned why previous speakers were not reminded of the three (3) minute time limit. She stated sewage backed up in building at the Collins P. Lee Center and hopes the splash pads are being constructed to provide a safe place for kids. She thanked Commissioners for recognizing Juneteenth and would like to have a picture made for the presentation. She questioned what would happen to the Proclamation. Chair Craig stated he is not aware of any County procedures outlining who a proclamation is given to. He asked the County Attorney to review the matter of proclamation presentations.

Chair Craig reminded everyone of the availability of COVID vaccines and encouraged those who haven't had it to please consider getting vaccinated.

Cindy Humphrey commented her husband notified her that the sound of tonight's meeting is much better.

### **ADJOURNMENT**

Commissioner Sammy Hall made a motion to adjourn the June 15, 2021 meeting at 7:00 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig  
Chair

Cynthia K. Cunningham  
County Clerk

Sec. 16-77. – Recreational Vehicle Parks.

- (a) Direct Access. All recreational vehicle parks should be located with direct access to a paved city, county, state or federal highway. It is the responsibility of the applicant to provide the necessary access where there is no existing improved street or road connecting the recreational park site with an improved existing public street or road. Any street or road improvement required beyond the boundary of the recreational vehicle park shall be improved in accordance with the Baldwin County Land Use Regulations. Entrances and exits to parks shall be designed for safe and convenient movement of traffic into and out of the park. No material impediment to visibility shall be created or maintained which obscures the view of an approaching driver. All traffic in and out of the park shall be through such entrances and exits. No entrance or exit shall be through a residential district.
- (b) Spaces. Spaces in recreational vehicle parks may be used by recreational vehicles, provided they meet any additional laws and ordinances of Baldwin County including a daily lodging tax as set by the Board of Commissioners.
- (c) Site Conditions. Conditions of soil, groundwater level, drainage, and topography shall not create hazards to the property or the health and safety of the occupants. The site shall not be exposed to objectionable smoke, noise, odors, or other adverse influences, and no portion subject to unpredictable and/or sudden flooding, subsidence, or erosion shall be used for any purpose which would expose persons or property to hazards.
- (d) Water. Each recreational vehicle park shall be served with a public/private water supply system capable of providing domestic water use and fire protection.
- (e) Sewer. Each recreational vehicle park shall be served with sanitary sewer facilities meeting all requirements of the Baldwin County Health Department.
- (f) Soil and Ground Cover. Exposed ground surfaces in all parts of the park shall be paved, or covered with stone screenings, or other solid materials, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating objectionable dust.
- (g) Drainage Requirements. Surface drainage plans for the entire tract must be submitted with the application to determine its compatibility with the surrounding existing drainage pattern. Owner is responsible for all drainage maintenance.
- (h) Minimum Park Size. The minimum park size shall be five (5) acres with a maximum density of ten (10) campsites per acre.
- (i) Campsite Development. Campsites should, to the greatest extent possible, be developed to preserve the natural character of the lot and the surrounding area. Each campsite shall contain a stabilized vehicular parking pad of shell, marble, paving, or other, suitable material. No part of an RV or other unit placed on a campsite shall be closer than five (5) feet to a site line.
- (j) Separation between Recreational Vehicles. Recreational vehicles shall be separated by at least twenty (20) feet. Any accessory structure such as attached awnings, for purposes of this separation requirement will be considered to be part of the RV.
- (k) Parking Requirements. There shall be at least three (3) off-street parking spaces designated in the RV park for each two (2) RV sites. Off-street parking may be provided in common parking areas or on individual RV sites.
- (l) Accessory Uses. Management headquarters, recreational facilities, toilets, dumping stations, showers, coin-operated laundry facilities and other uses and structures customarily incidental to operation of an RV park and campground are permitted as accessory uses to the park.



- (1) Such establishments and the parking areas primarily related to their operation shall not occupy more than 5 percent of the gross area of the park.
  - (2) Such establishments shall be restricted in their use to occupants of the park.
  - (3) Such establishments shall present no visible evidence from any street outside the park of their commercial character which would attract customers other than occupants of the park.
  - (4) The structures housing such facilities shall not be located closer than one hundred (100) feet to any public street and shall not be directly accessible from any public street, but shall be accessible only from a street within the park.
- (m) Open Space and Recreational Areas. A minimum of eight percent (8%) of the gross site area for the RV park shall be set aside and developed as common use areas for open or enclosed recreation facilities.
- (n) Yards and Setbacks. Each RV park shall have a landscaped perimeter buffer which shall be used for no other purpose:
- (1) Minimum front setback—Twenty-five (25) feet from the front property line except when the park fronts on a state highway; then the minimum shall be fifty (50) feet.
  - (2) Minimum side setback—When abutting residential districts, the side setbacks shall be fifty (50) feet from the property line; when abutting a dedicated right-of-way, the side setback shall be twenty-five (25) feet; when abutting any other zoning district, the side setback shall be twenty (20) feet.
  - (3) Minimum rear setback—Twenty (20) feet except when the rear yard abuts a dedicated public right-of-way, the minimum shall be twenty-five (25) feet. If the rear yard abuts a residential district, the minimum rear setback shall be fifty (50) feet.
- (o) Landscaping. When needed to enhance aesthetics or to insure public safety, the RV park shall be enclosed by a fence, wall, landscape screening, earth mounds, or by other designs approved by Baldwin County which will complement the landscape and assure compatibility with the adjacent environment.
- (p) Streets in RV Parks. Streets in RV parks shall be private, constructed with a stabilized travel way (marble, shell, paving, or other suitable material) and meet the following minimum stabilized travel way width requirements:
- (1) One-way, no parking: Fourteen (14) feet;
  - (2) One-way with parking on one side, or two-way with no parking: Eighteen (18) feet;
  - (3) Two-way with parking on one side: Twenty-six (26) feet;
  - (4) Two-way with parking on both sides: Thirty-four (34) feet.
- (q) Buffers. As for manufactured home parks, buffer areas may be required in developed areas and areas projected for future growth.
- (r) Adequate Lighting. Recreational vehicle parks shall be adequately lighted with outdoor lighting located every two hundred (200) feet along interior access roads. The first light shall be within one hundred (100) feet from the entrance to the RV park.

- (s) Certificate of Approval. In addition to meeting the above requirements, the recreational vehicle park site plan shall be accompanied by a certificate of approval from the Baldwin County Health Department.
- (t) Management. A manager must be on site during regular business hours. Owner must ensure an emergency contact 24 hours a day seven days a week. The emergency contact information must be posted clearly on the premises.

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: HDCI-20-21-06-011

FAIN: AA-34763-20-55-A-13

GRANT PERIOD:

FROM: 06/15/2021 THRU: 06/14/2022

TOTAL FUNDS: \$ 215,636  
Admin not to exceed: \$ 21,564

GRANT YEAR: FY 2021

PROGAM TITLE/TYPE: I Dislocated Worker Program

CFDA NO: 17.278

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

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

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

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

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

Date Executed

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

Date of Acceptance

Authorized Signature

Henry R. Craig  
Chairperson

Chairman  
Title (typed)



**Georgia Emergency Communications Authority**  
**911 Training Grant**  
**2021-2022**

The Georgia Emergency Communications Authority (GEMA) acknowledges that 911's transition into the future involves more than just technology; it must also include the education of public safety professionals who will be required to operate and maintain data and systems to support optimal operating environments necessary to deliver NG911 services to the public. As the State begins the process of planning and implementing strategies necessary for 911 centers, GEMA has partnered with the National 911 Programming Office and Georgia Public Safety Training Center (GPSTC) to fund and develop NG911-specific training curriculum for public safety leaders and PSAP telecommunicators (call-takers and dispatchers) focused on technology, operations, and governance needed to support 911 centers. This curriculum is based on the Recommended Minimum Training Guidelines for telecommunicators. Through this grant, local agencies are being provided with block funding for local PSAP leadership and telecommunication across the state. Rules and requirements are as follows:

1. Primary PSAPs will **be allocated \$10,000 to pay for NG911 related training courses.** This funding shall *only* be used to pay course registration fees. Additional expenses (such as travel fees, per diem, salary, supplies, replacement training certificates, etc.) are not eligible for reimbursement.
2. Pre-approved courses are on a reimbursement system only. *Courses must be paid in full by the PSAP before reimbursements are distributed.*
3. Reimbursements should be expected about a month after the application and required documentation have been submitted to the Office of Georgia Emergency Communications Authority (GEMA).
4. Primary PSAPs must provide their applications and other required documentation to [911grants@gema.ga.gov](mailto:911grants@gema.ga.gov).
  - o This email address will also serve as the primary point of contact for anything related to the 911 Training Grant. It will appear in your inbox as "GEMA 911 Grants."
5. The following is required when submitting documentation for payment reimbursement:
  - o Certificate of Completion of the course enrolled in
  - o Invoices/Receipts (whichever is applicable)
  - o One of the following:
    - Cancelled Check Copies
    - Debit Card Transaction, ACH or EFT Proofs (bank statement)
    - Credit Card Transactions \*All credit card statements require proof of debt settlement (e.g., cancelled check copy, ACH or EFT transactions reflected on bank statement, or subsequent month's statement that shows that the debt was paid/settled)
6. *PSAP Directors* are required to submit applications to [911grants@gema.ga.gov](mailto:911grants@gema.ga.gov).

**From:** Jill Adams  
**Sent:** Tuesday, June 22, 2021 2:22 PM  
**To:** Kim Smith  
**Subject:** FW: NG911 Training Block Grant Program  
**Attachments:** Pre-Approved Course List - Topics.pdf; Pre-Approved Course List.pdf

*Jill Adams  
 Finance Director  
 Baldwin County Board of Commissioners  
 1601 N. Columbia Street, STE: 230  
 Milledgeville, GA 31061  
 Office: (478) 445-4791  
 Fax: (478) 445-6320*

**From:** [mptak@baldwinsheriff.com](mailto:mptak@baldwinsheriff.com) <[mptak@baldwinsheriff.com](mailto:mptak@baldwinsheriff.com)>  
**Sent:** Tuesday, June 22, 2021 2:08 PM  
**To:** Jill Adams <[jadams@baldwincountyga.com](mailto:jadams@baldwincountyga.com)>  
**Subject:** Fwd: NG911 Training Block Grant Program

It is a true grant for 911. Here is the info.

Sent from myMail for iOS

----- Forwarded message -----  
**From:** Michael Nix <[michael.nix@gema.ga.gov](mailto:michael.nix@gema.ga.gov)>  
**To:** Michael Nix <[michael.nix@gema.ga.gov](mailto:michael.nix@gema.ga.gov)>  
**Date:** Monday, May 3, 2021, 16:33 -0400  
**Subject:** NG911 Training Block Grant Program

Good afternoon all,

GECA is happy to introduce the NG911 Training Block Grant Program to all primary PSAPs in Georgia. As we begin our transition to NG911, we recognize that this transition involves more than just technology, but also the education of our public safety telecommunicators. Under a federal NG911 grant, the GECA Board budgeted over \$1.5 million for NG911 training.

Each primary PSAP will have up to \$10,000 reimbursed for training for use between today, May 3, 2021 and January 31, 2022.

The course providers include the 911 Training Institute, APCO, IAED, NENA, PowerPhone, Public Safety Group and Virtual Academy. These courses were reviewed by the GECA Board's Training Working Group and presented to the Board for their approval last week. The GECA Board approved **over 100 courses** for 911 centers to choose from. The list of courses available for reimbursement is attached here. One attachment is broken down by topic and the other is a list of all courses and their provider.

Item 4.

All other information regarding this grant opportunity can be found <https://gema.georgia.gov/what-we-do/emergency-communications> under "911 Training Grant." Please read the documents "How To Apply" and "Reimbursement Application" thoroughly.

Additionally, we are partnering with the Georgia Public Safety Training Center (GPSTC) to present a number of courses across the state. These courses include: Communications Training Officer (CTO), CTO Instructor, Communications Center Supervisor, and Bullying and Negativity in the Communications Center. Additional APCO and NENA courses may be forthcoming. We will be publishing a calendar of these courses and locations on the GECA website as well later this week and continue to update if any additional courses are added.

Besides the GPSTC regional courses, if you are interested in hosting any of these pre-approved courses at your agency and are looking to include other agencies, please coordinate this with your GECA Field Coordinator to ensure that there aren't duplicative courses being hosted in your area.

### **Reimbursement Information**

- It is critically important that you maintain copies of paid invoices, class rosters, certificates of completion, etc. for your reimbursement. We are able to provide this grant with no cash match from the 911 center because of the use of in-kind match of the hours of completion of each course.
- Once your PSAP has registered, paid for, and delivered your courses, you will be ready to submit your "Reimbursement Application" to GECA. **All applications must be sent to [911grants@gema.ga.gov](mailto:911grants@gema.ga.gov).**
- If you register for a GPSTC-scheduled course, please put "GECA" in the P.O. field. This will allow APCO and NENA to bill GECA directly and not require you to submit for reimbursement. This applies only to the GPSTC-scheduled courses. All other courses will be reimbursed.
- GECA staff will be sending you monthly updates of how much money you have remaining of your \$10,000.

As with any new, large program like this, I'm sure there will be questions or comments about this. Any of those questions or comments can be directed to your GECA field coordinator or [911grants@gema.ga.gov](mailto:911grants@gema.ga.gov). Our HQ staff of Aleisha, Bess, and Skylar will be monitoring the 911 grants inbox to answer any of your questions.

I look forward to working with your all on this and seeing what great training we bring to this state to help us better serve our citizens.

Thank you,

Michael

**Michael Nix**

Executive Director

Georgia Emergency Communications Authority

GEMA/HS





## OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall  
enjoy the right ... to the assistance of counsel for his defense.  
U.S. Constitution, Amendment VI*

**Milledgeville Office:**

John Bradley, CPD,  
Alice A. Button, APD  
Sheri Smith, APD  
Mary Beth Marsh, APD  
Jessica Cahoon, APD  
Taylor Phillips, APD  
(Juvenile Court)  
Sherri Marshburn,  
Administrative Assistant  
Nancy L. Miller,  
Administrative Assistant

**P.O. Box 1429**

**Milledgeville, GA 31059**  
**Ph. (478)445-8100**  
**Fax (478)445-8111**

**Gray Office:**

Kevin D. Ströberg, Chief APD  
Thomas O'Donnell, APD  
Leonard D. Myers, Jr.  
Kevin Morris, Investigator  
Jan McKenzie,  
Administrative Assistant

**P.O. Box 747**

**Gray, GA 31032**  
**Ph. (478)986-6185**  
**Fax (478)986-6359**

**Greensboro Office:**

Darel Mitchell, APD  
Charles Taylor, APD  
Diana Moreno,  
Administrative Assistant

113 N Main Street  
Greensboro, GA 30642  
Ph. (706)454-7012  
Fax (706)454-1204

May 26, 2021

Ms. Dawn Hudson  
Assistant County Manager/Finance Director  
Baldwin County Board of Commissioners  
1601 N. Columbia St, Suite 230  
Milledgeville, Georgia 31061

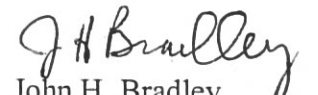
Re: Public Defender Budget FY 2022

Greetings Ms. Hudson,

Attached is the budget for the Public Defender's Office for FY 2022. We are requesting funds to convert a current part-time administrative assistant position to a full-time administrative position. This will increase the number of administrative assistant positions that the eight counties in our circuit fund to a total of two full-time positions. For Baldwin County this will result in an increase of \$9,528.84 from last year's budget to a total of \$209,523.06, with monthly payments of \$17,460.25. This includes \$170,223.06 for representation of indigent defendants in Baldwin Superior Court and Baldwin Juvenile Court and \$39,300 for representation of indigent defendants in Baldwin State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2022. Once the contract has been signed please return it to me at P.O. Box 747, Gray, Georgia 31032 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your support and assistance.

Sincerely,

  
John H. Bradley  
Circuit Public Defender





# GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Baldwin County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2021.

## WITNESSETH:

**WHEREAS**, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS** O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

**WHEREAS** O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS** O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS** O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

Item 5.

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## ARTICLE 1

### STATUTORY PERSONNEL

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Baldwin County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Baldwin County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Baldwin County in which a child may face a disposition of a delinquency case of confinement, commitment or probation; and

Item 5.

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

## ARTICLE 3

### PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

**Section 3.01 Office expenses.** In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

**Section 3.02 Administration of Office Expenses.** GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

**Section 3.03 Procedure for payment.** The County or the Public Defender Office, or both, will make purchase and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

**Section 3.04 Responsibility.** The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

**Section 3.05 Limitation of liability.** Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

**Section 3.06 Taxes.** The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

**ARTICLE 4**

**TRAVEL AND REIMBURSEMENT OF EXPENSES**

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

**ARTICLE 5**

**MISCELLANEOUS**

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2021 and ending June 30, 2022.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Item 5.

**Section 5.04 Cooperation, dispute resolution and jurisdiction.** (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of the Ocmulgee Judicial Circuit:**

John Bradley  
Circuit Public Defender  
Post Office Box 747  
Gray, Georgia 31032

**Baldwin County:**

Baldwin County Board of Commissioners  
121 North Wilkinson Street, Suite 314  
Milledgeville, Georgia 31061

**Georgia Public Defender Council:**

Omotayo Alli, Director  
270 Washington Street, Suite 5198  
Atlanta, Georgia 30334

**Section 5.06 Agreement modification.** This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

**Section 5.07 Termination.** (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds shall be conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

**Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

**(b) During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(c) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Item 5.

**Section 5.10 Time.** Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year written above.

Item 5.

ATTEST:

**Baldwin County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director



ATTACHMENT B – Personnel & Operating Expenditures

Baldwin County

July 1, 2021 – June 31, 2022

The County agrees to pay the Public Defender Office \$209,523.06 in 12 monthly installments of \$17,460.25. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2021. Invoices will be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Installments will be paid directly to GPDC at the following address:

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 5198  
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Baldwin County in accordance with the additional services provisions set below:

**Definition.** For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

**Additional Services.** The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

**Compliance with Standards.** Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

- (a) State Court of Baldwin County.
  - (1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.
  - (2) Hearings on a revocation of probation.

Baldwin County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

Counterpart No. \_\_\_ of \_\_\_  
Original Executed Counterparts  
Counterpart of \_\_\_\_\_.

**STATE OF GEORGIA,  
COUNTY OF FULTON:**

AG 5700-MF-(1192242)  
Baldwin County - SPC: 401.110

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT (“Second Amendment”) entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **STATE OF GEORGIA**, acting by and through its STATE PROPERTIES COMMISSION (hereinafter “SPC”), whose address for purposes of this Agreement is: Attention: Executive Director, 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as “Lessor”, and **BALDWIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Chairman and Board of Commissioners or authorized governing body, and as assignee and successor to the Milledgeville-Baldwin County Recreation Commission, whose address for purposes of this Agreement is 1601 North Columbia Street, Suite 230, Milledgeville, Georgia 31061, Party of the Second Part, hereinafter referred to as “Lessee”(the words “Lessor” and “Lessee” to include their successors and assigns where the context requires or permits).

**WITNESSETH:**

WHEREAS, Lessor is the owner of certain real property consisting of approximately 536.916 acres situated in the 1<sup>st</sup> Land District, 318<sup>th</sup> and 319<sup>th</sup> G. M. District, Baldwin County, Georgia, and more particularly described in Exhibit “A” attached hereto and incorporated by reference (hereinafter the “Leased Premises”); and

WHEREAS, pursuant to that Lease Agreement dated August 7, 1979 and Amendment to Lease Agreement dated April 2, 1998, the Leased Premises have been leased to Lessee for recreational purposes (hereinafter referred to as the “Lease”); and

WHEREAS, Lessee desires to lease Premises for an additional period of twenty-five (25) years to expire June 30, 2046 for the same purpose; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease for the consideration of \$250.00 per year; and

WHEREAS, by Resolution Act No. 297 (H.R. 142) approved by the Governor on May 10, 2021, the General Assembly authorized the State of Georgia, acting by and

through its State Properties Commission, to lease the Leased Premises to Baldwin County for an additional period of twenty (25) years for the consideration of \$250 annually with the Georgia Forestry Commission reserving timber rights over the entire leased area; and

WHEREAS, Lessor and Lessee desire to amend the terms and conditions of the Lease as set forth herein.

NOW THEREFORE, for and in consideration of the foregoing premise and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties and which the parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties do hereby agree to this Amendment as follows:

1. The foregoing recital of facts is hereby incorporated herein to the same extent as if hereinafter fully set forth. Capitalized words and phrases used herein which are not defined herein, but are defined in the Lease shall have the meaning ascribed thereto in the Lease.
2. Paragraph 2 of the Lease shall be amended by deleting the language of the entire paragraph and substituting the following:

“Unless sooner terminated as hereinafter provided, this Lease shall expire on June 30, 2046.”

3. Paragraph 3 of the Lease shall be amended by deleting the language of the entire paragraph and substituting the following:

“The rental shall be TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00) per year, as provided in Section 3 of the 1979 Lease, and shall be paid annually on the 1<sup>st</sup> of July. The first payment of rent shall be paid no later than July 31, 2021

4. Except as expressly herein modified, the Lease shall remain in full force and effect.
5. This Second Amendment may be executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
6. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Georgia.
7. The undersigned represent that he or she is duly authorized to execute this Second Amendment on behalf of his or her respective party hereto.

8. This Second Amendment constitutes the entire agreement between the Parties with respect to changes to the Lease and supersedes all prior amendments, negotiations, discussions, statements or understanding between such parties with respect to such matters. Any changes to this Second Amendment must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

*(Signatures begin on next page and remainder of page is intentionally blank)*

Party of the First Part

**STATE OF GEORGIA,**  
acting by and through its State Properties  
Commission

By: \_\_\_\_\_ (Seal)  
GOVERNOR BRIAN P. KEMP  
as Chairman of the State  
Properties Commission

Attest: \_\_\_\_\_ (Seal)

Executive Director  
State Properties Commission

(State Properties Commission  
Seal Affixed Here)

(Seal of the State of Georgia  
Affixed here)

Signed, sealed and delivered,  
as to Party of the First Part, in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires:

(Notary Public Seal Affixed here)

*(Signatures continued on next page)*

Party of the Second Part

**BALDWIN COUNTY, GEORGIA**

By: \_\_\_\_\_ (Seal)

Attest: \_\_\_\_\_ (Seal)

Signed, sealed and delivered,  
as to Party of the Second Part, in our presence:

\_\_\_\_\_  
Unofficial Witness,

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires

(Notary Public Seal Affixed Here)

**EXHIBIT "A"**

Begin on Next Page





- REFERENCES:**
- D.B. 1385, PG. 310
  - D.B. 1140, PG. 10
  - D.B. 958, PG. 482
  - D.B. 315, PG. 482
  - D.B. 437, PG. 729
  - P.B. 45, PG. 21
  - P.B. 41, PG. 82
  - P.B. 18, PG. 88
  - P.B. 14, PG. 91
  - P.B. 14, PG. 90
- CLERK OF SUPERIOR COURT  
BALDWIN COUNTY, GEORGIA

- LEGEND:**
- 1/2" IRON PIN SET (IPS)
  - 1/2" IRON PIN FOUND (IPF)
  - 2" IRON PIPE FOUND (IPF)
  - 2" IRON PIPE FOUND (IPF)
  - RIGHT-OF-WAY MONUMENT
  - FIRE HYDRANT
  - COMPUTED POINT
  - UTILITY POLE
  - OVERHEAD POWER LINE
  - FENCE LINE
  - RIGHT OF WAY LINE
  - PROPERTY LINE

**Curve Table**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	505.10'	2969.57'	9.75	S66°37'05"W	504.49'
C2	237.89'	1063.35'	12.82	N87°48'28"E	237.40'
C3	388.64'	582.94'	38.20	N74°10'27"E	381.48'
C4	370.42'	2086.72'	10.17	N58°23'51"E	369.93'
C5	656.69'	6599.71'	5.70	S44°40'31"E	656.42'

**Parcel Line Table**

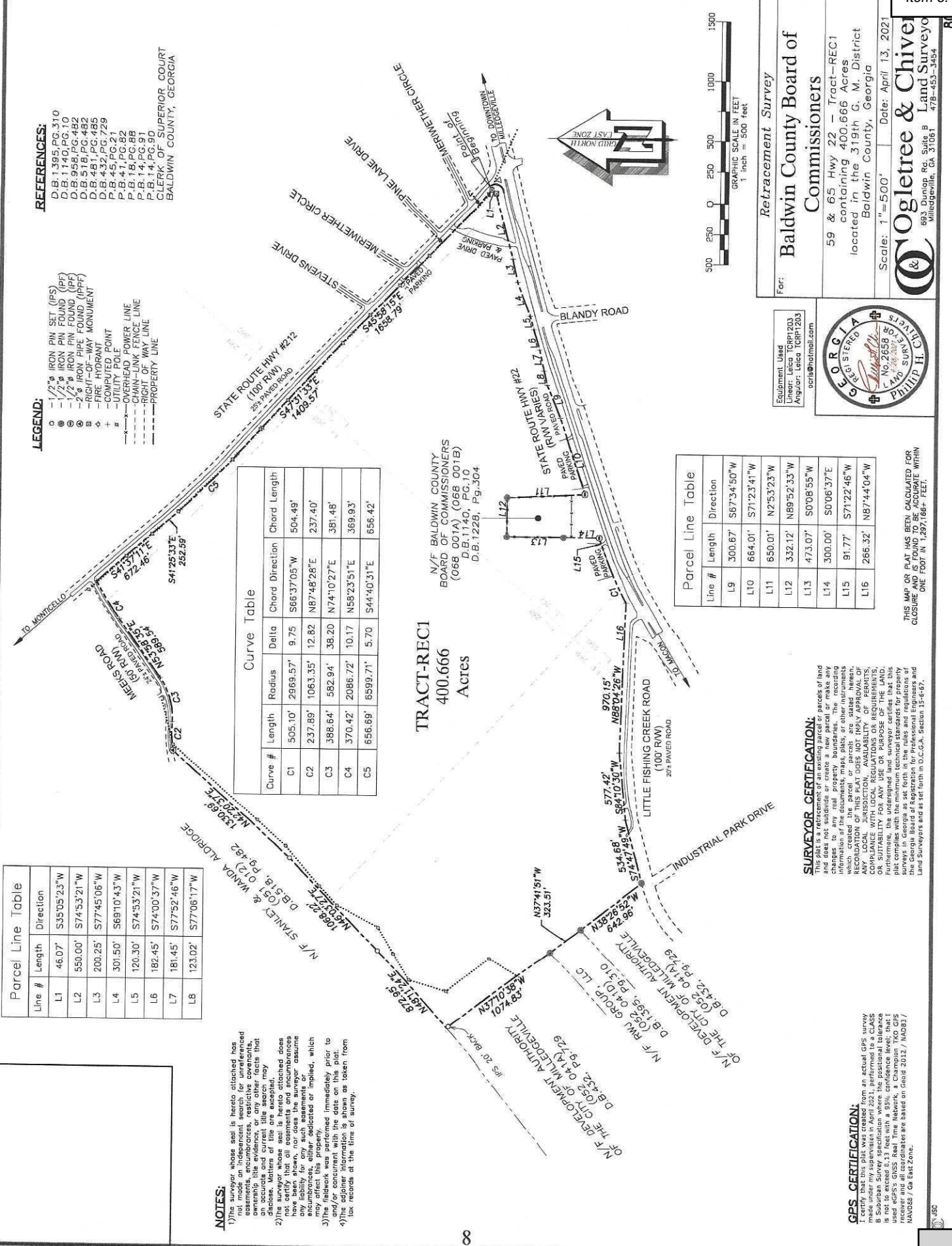
Line #	Length	Direction
L9	300.67'	S67°34'50"W
L10	664.01'	S71°23'41"W
L11	650.01'	N2°53'23"W
L12	332.12'	N89°52'33"W
L13	473.07'	S0°08'55"W
L14	300.00'	S0°06'37"E
L15	91.77'	S71°22'46"W
L16	266.32'	N87°44'04"W

**Parcel Line Table**

Line #	Length	Direction
L1	46.07'	S35°05'23"W
L2	550.00'	S74°53'21"W
L3	200.25'	S77°45'06"W
L4	301.50'	S68°10'43"W
L5	120.30'	S74°53'21"W
L6	182.45'	S74°00'37"W
L7	181.45'	S77°52'46"W
L8	123.02'	S77°06'17"W

- NOTES:**
- The surveyor, whose seal is hereto attached has examined all records, encumbrances, restrictive covenants, ownership title evidence, or any other facts that disclose and current title search may disclose.
  - The surveyor whose seal is hereto attached does not certify that all easements and encumbrances have been shown, nor does the surveyor assume any liability for encumbrances, either disclosed or implied, which may affect this property.
  - The fieldwork was performed immediately prior to the date of this plat, and the data on this plat, including the date of the survey, is taken from tax records of the time of survey.

**TRACT-REC1**  
**400.666**  
**Acres**



**Retracement Survey**

For: **Baldwin County Board of Commissioners**  
59 & 65 Hwy 22 - Tract-REC1  
containing 400.666 Acres  
located in the 319th G. M. District  
Baldwin County, Georgia

Scale: 1"=500' Date: April 13, 2021

**Ogletree & Chivero**  
993 Dunlop Rd, Suite B  
Milledgeville, GA 31061 478-453-3454

Equipment Used  
Leica Total Station  
Angular: Leica TSP1203  
No. 2655  
ocr@aol.com

REGISTERED PROFESSIONAL SURVEYOR  
PHILIP H. OGLETREE  
L.M. 3037

**SURVEYOR CERTIFICATION:**

I, the undersigned, being a duly licensed and duly sworn Professional Engineer and duly sworn Professional Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and does not constitute a new survey or a change to any real property boundaries. The recording information of the documents, maps, plats, or other instruments RECORDED OF THIS PLAT DOES NOT constitute a RECOMMENDATION OF THIS PLAT DOES NOT constitute ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, or any other use or purpose of the LAND. The use of this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Board of Registration for Professional Engineers and Land Surveyors and is set forth in O.C.G.A. Section 15-6-97.

**GPS CERTIFICATION:**

I certify that this plat was created from an actual GPS survey performed on April 13, 2021, performed to a CGRS 8 Substrate. The survey was performed with a 95% confidence level that is not to exceed 0.13 feet with a 95% confidence level; that I used ASP's GNSS Real Time Network, a Champion TKO GFS receiver, and all coordinates are based on Geoid 2011 / NAVD83 / GRS 84 Zone.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,287,166+ FEET.

**AGREEMENT****FOR****THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT****BETWEEN****GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, GA**

**AND****BALDWIN COUNTY**

**PROJECT NUMBER: AP022-90CR-25(009) BALDWIN  
PID-T007681**

THIS **AGREEMENT** entered into \_\_\_\_\_, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and **BALDWIN COUNTY**, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this **AGREEMENT** (collectively "**PARTIES**").

WHEREAS, on December 27, 2020, The Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA Act") (Public L. 116-260) was enacted through which \$1,510,648 in funding was allocated to the **DEPARTMENT** for formulaic distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's ("FAA's") Airport Coronavirus Response Grant Program ("ACRGP"); and

WHEREAS, the **SPONSOR** has applied through the **DEPARTMENT** to receive funding under the CRRSA Act ("**ALLOCATION**") through the submission of an ACRGP **APPLICATION** ("**APPLICATION**"); and

WHEREAS, through the submission of this **APPLICATION**, **SPONSOR** has accepted the terms of the FAA's **ALLOCATION** offer to utilize its funding in a manner that fully complies with the CRRSA Act, other federal laws and regulations, and applicable FAA program requirements; and

WHEREAS, the **DEPARTMENT** has relied upon **SPONSOR'S** representations in the **APPLICATION** to make the **ALLOCATION** available to the **SPONSOR** through a written **AGREEMENT** between the **PARTIES**; and

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the **DEPARTMENT** is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

**ARTICLE I  
ALLOCATION AND UTILIZATION**

1. **Purpose of Allocation.** This ALLOCATION is made to SPONSOR through the ACRGP for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic in the manner set forth herein. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CRRSA Act funds to the DEPARTMENT for operating assistance for federally obligated airports and the terms and conditions of this ALLOCATION. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Years 2020 and 2021.
2. **Allocation.** SPONSOR shall receive an ALLOCATION through the ACRGP in an amount up to Twenty-Three Thousand and 00/100 dollars (\$23,000.00) to be used utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CRRSA Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
3. **Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations as follows:
  - a. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020, which include costs related to airport operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport.
  - b. ALLOCATION funding may be utilized for debt service payments due from the SPONSOR on or after December 27, 2020.
  - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ACRGP ALLOCATION :
    - i. Rolling Stock/Equipment:

- 1) Equipment of Vehicle Replacement. The SPONSOR agrees that when funds provided by this ACRGP ALLOCATION, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2) Equipment Acquisition. The SPONSOR agrees that for any equipment acquired with funds provided by this ACRGP ALLOCATION, such equipment shall be used solely for purposes directly related to the airport.
- 3) Low Emission Systems. The SPONSOR agrees that vehicles and equipment acquired through with funds under this ACRGP ALLOCATION:
  - a) Will be maintained and used at the airport for which they were purchased; and,
  - b) Will not be transferred , relocated, or used at another airport without the advance written consent of the FAA.

The SPONSOR further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

ii. Utilities and Land:

- 1) Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the SPONSOR to operate and maintain the airport(s) included in the ACRGP ALLOCATION must not exceed the percent attributable to the capital or operating costs of the airport.
- 2) Utility Relocation in ALLOCATION. The SPONSOR understands and agrees that:
  - a) The United States will not participate in the cost of any utility relocation unless and until the SPONSOR has submitted evidence satisfactory to the FAA that the SPONSOR is legally responsible for payment of such costs;
  - b) FAA participation is limited to those utilities located on-airport or off-airport only where the SPONSOR has an easement for the utility; and,
  - c) The utilities must serve a purpose directly related to the airport.
- 3) Land Acquisition. Where funds under the ACRGP ALLOCATION are used to acquire land, the SPONSOR shall record this AGREEMENT, including the ACRGP Assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

iii. Federal Control Towers. Any funds provided through the ALLOCATION for lawful expenses to support Federal Control Tower (“FCT”) operations shall be used by the SPONSOR in accordance with the CRRSA Act. Use of these funds is expressly limited to the following:

- 1) Expenses incurred by the SPONSOR on or after December 27, 2020, to support FCT operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combatting the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt payment services; and,
- 2) Eligible equipment for FCT operations defined in *FAA Reauthorization Program Guidance Letter 19-02*, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The SPONSOR may not use funds allocated for FCT operations for other airport purposes. Funds not expended for lawful expenses to support FTC pursuant to this Article are subject to recovery from the SPONSOR by the FAA.

- d. As a special condition to receiving an ALLOCATION under this AGREEMENT, the SPONSOR acknowledges the enactment on January 21, 2021, of Executive Order 13998, *Promoting COVID-19 Safety in Domestic and International Travel*, requiring the Secretary of Transportation to mandate masks be worn in compliance with the CDC Order in airports ([https://www.cdc.gov/quarantine/pdf/Mask-Order-CDC\\_GMTF\\_01-29-21-p.pdf](https://www.cdc.gov/quarantine/pdf/Mask-Order-CDC_GMTF_01-29-21-p.pdf)) consistent with applicable law. In furtherance of the objectives of this Executive Order, the Sponsor shall implement a policy requiring all persons wear a mask, in accordance with the above CDC Order and TSA Security Directive (<https://www.tsa.gov/coronavirus>), as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the ALLOCATION under this AGREEMENT consistent with 2 CFR §§ 200.339 and 200.340.
- e. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

- 4. Parameters Governing Use.** By entering into this AGREEMENT, SPONSOR expressly agrees to the following:
- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses for the period beginning **January 20, 2020 and ending June 30, 2022, and** for debt service and FCT expenses from the period beginning **December 27, 2020, and ending June**

**30, 2022**, is the total amount of ALLOCATION, which is Twenty-Three Thousand and 00/100 dollars (\$23,000.00). If the total eligible estimated operational maintenance expenses and debt service and FCT payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.

- b. Unless as otherwise provided in this AGREEMENT, any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT will not be changed.
- c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the ACRGP, the CRRSA Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
- e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.

- 5. Obligation by the DEPARTMENT.** No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA for the ACRGP under the CRRSA Act.

## ARTICLE II

### PAYMENTS

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service and FTC payments incurred by the SPONSOR for the invoice period. In making its monthly submission, the SPONSOR shall submit invoices for FCT funds separately from any other invoices for funds provided as part of the ALLOCATION. After review and approval as appropriate of

such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided by the ACRGP through the CRRSA Act and as set forth in this AGREEMENT.

- 2. Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2022** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the ALLOCATION. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the ACRGP, the CRRSA Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.



**ARTICLE III****EMPLOYMENT OF DEPARTMENT'S PERSONNEL**

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

**ARTICLE IV****CODE OF ETHICS**

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

**ARTICLE V****RECORDKEEPING AND REVIEW OF RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

**ARTICLE VI****RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

**ARTICLE VII**  
**CONTRACT DISPUTES**

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

**ARTICLE VIII**  
**TERMINATION FOR CAUSE AND FOR CONVENIENCE**

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

**ARTICLE IX**  
**COMPLIANCE WITH APPLICABLE LAWS**

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "ACRGP Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE ACT" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the CRRSA Act, the language of the CRRSA Act shall be controlling.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION BY:

BALDWIN COUNTY:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
PRINTED NAME

THIS CONTRACT APPROVED BY:

BALDWIN COUNTY

AT A MEETING HELD AT:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
FEDERAL ID/IRS#

**BALDWIN COUNTY AIRPORT  
MILLEDGEVILLE, GA**

Item 7.

**EXHIBIT A**

**AIRPORT OPERATING EXPENSES - BUDGET WORKSHEET**

**T007681 AP022-90CR-25(009) BALDWIN**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>ESTIMATED COST/EXPENSE</b>	<b>FEDERAL PARTICIPATION %</b>	<b>FEDERAL FUNDS</b>
1	UTILITIES	\$1.00	\$50.00	100%	\$50.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$22,950.00	100%	\$22,950.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$0.00	100%	\$0.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
21	ELIGIBLE CONTRACT TOWER EXPENSES	\$1.00	\$0.00	100%	\$0.00
<b>TOTAL ESTIMATED COSTS*</b>			<b>\$23,000.00</b>		<b>\$23,000.00</b>

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-040-2021	5/17/2021	<u>\$23,000.00</u>	22159
Total Maximum Obligation of Federal Funds this Contract:		<u>\$23,000.00</u>	

## EXHIBIT B

ACRGP ASSURANCES  
AIRPORT SPONSORS**A. General.**

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers

#### FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). <sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). <sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. <sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

**FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

**1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.



**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACRGP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers

necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### **20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, SPONSOR hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### **21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated February 17, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

#### **23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

#### **25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those

relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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**NOTICE TO CONTRACTORS**  
**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.



(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT C-2

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of BALDWIN COUNTY whose address is 216 AIRPORT ROAD, MILLEDGEVILLE, GA, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## CERTIFICATION OF SPONSOR

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of BALDWIN COUNTY whose address is 216 AIRPORT ROAD, MILLEDGEVILLE, GA. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal GRANT, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, GRANT, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, GRANT, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner, Georgia Department of Transportation

**PRIMARY CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of BALDWIN COUNTY, whose address is 216 AIRPORT ROAD, MILLEDGEVILLE, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk (SEAL)

**INSTRUCTIONS FOR  
EXHIBIT G CERTIFICATION**

Item 7.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

\*\*\*

EXHIBIT G-2

**CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of BALDWIN COUNTY whose address is 216 AIRPORT ROAD, MILLEDGEVILLE, GA, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date \_\_\_\_\_

Signature \_\_\_\_\_



**EXHIBIT I**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	BALDWIN COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T007681/AP022-90CR-25(009), CRRSA Act

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ 184538 \_\_\_\_\_  
 Federal Work Authorization User Identification Number  
 (EEV/E-Verify Company Identification Number)

\_\_\_\_\_ 1/27/2009 \_\_\_\_\_  
 Date of Authorization

\_\_\_\_\_ BALDWIN COUNTY \_\_\_\_\_  
 Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
 Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
 Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
 Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public [NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## EXHIBIT J

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

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

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

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

Company: BALDWIN COUNTY

**Second Amendment to the Contract for Residential Solid Waste Collection and Disposal Services and Operation of Convenience Centers**

WHEREAS, on June 25<sup>th</sup> 2009, Baldwin County, Georgia, acting by and through its duly elected Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC entered into an Agreement for Residential Solid Waste Collection and Disposal Services and Operation of Convenience Centers; and

WHEREAS, Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC amended the Agreement on \_\_\_\_\_ and are desirous to further amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC hereby agree to the terms of this Amendment as follows:

Contract The original language of the Exclusive Agreement dated June 25<sup>th</sup>, 2009 is hereby Amended and replaced with Exhibit B, "Agreement for Collection and Disposal of Solid Waste" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Signed, sealed and delivered in the presence of

Baldwin County Chairman

Witness

\_\_\_\_\_

\_\_\_\_\_

Advanced Disposal Services Middle Georgia, LLC

Witness

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF**  
**MUNICIPAL SOLID WASTE**

**STATE OF GEORGIA**

This Agreement is made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC, a Georgia corporation.

**WITNESSETH**

Whereas, the County, acting pursuant to the Georgia Solid Waste Management Act (O.C.G.A § 12-8-20 et seq.) and Ga. Const., Art. IX. § 2, Para. 3, has studied its solid waste disposal needs and options to determine the best method of providing cost efficient and competent waste collection and disposal services in accordance with the mandates of local, state, and federal legislation; and

Whereas, Advanced Disposal Services Middle Georgia, LLC is in the business of solid waste transportation, collection, and disposal and has the necessary expertise, equipment, personnel, facilities, financial resources and management skills to provide a high level of service; and

Whereas, the County has the full and sole responsibility for ensuring the provision of competent and cost effective waste collection and disposal services for the unincorporated areas of the county; and

Whereas, the County has determined that Advanced Disposal Services Middle Georgia, LLC is a responsible provider and is well qualified to provide the solid waste management services; and

Whereas, the County and Advanced Disposal Services Middle Georgia, LLC have agreed to extend the term of the Agreement and amend certain other terms and conditions; and

NOW THEREFORE, in consideration of the promises set forth, the parties agree as follows:

## **1. Term of Agreement**

The County understands and acknowledges that it has the power to provide garbage and solid waste collection and disposal pursuant to Ga. Const, Art. IX., § 2, Para. 3, and that the new term of this Agreement is for five years beginning July 1, 2021 and unless otherwise provided herein, terminating on June 30, 2026. In no event shall the total term of this Contract (including all renewals or extensions) extend beyond that allowed by applicable State law. Notwithstanding the foregoing, the County shall have the right to terminate this Contract at the close of each calendar year pursuant to O.C.G.A, § 36-60-13 by first giving Advanced Disposal Services Middle Georgia, LLC at least ninety (90) days prior notice of its intent to terminate the Agreement.

- 1.1** Nothing herein shall prevent the County and Advanced Disposal Services Middle Georgia, LLC from otherwise extending the Agreement at any time during the Agreement by mutual written consent.

## **2. Definitions**

- 2.1.** “Brown Goods” means those items of furniture, which cannot reasonably be placed in a 95-gallon rollout cart.
- 2.2.** “Change in Law” means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state, or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects (1) the collection of Solid Waste; (2) the transportation of Solid Waste to a sanitary landfill (“Landfill” as defined herein); or (3) the disposal of Solid Waste by the Landfill or processing costs for Recyclables by a Processor.
- 2.3.** “Excluded Waste” means all items not meeting the below definition of Solid Waste.
- 2.4.** “Force Majeure” means any act, event, or condition having a direct material adverse affect on Advanced Disposal Services Middle GA, LLC ability to collect, transport, or dispose of Solid Waste or the Landfill’s ability to dispose of Solid Waste, if beyond the reasonable control of the party relying on such an act as justification for not complying with this Agreement, including without limitation, acts of war, civil disorder, pandemic, epidemic, or a Change in Law.
- 2.5.** “Hazardous Waste” means all substances defined as Hazardous Constituents in O.C.G.A § 12-8-22, as well as Solid Waste (as defined herein) or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- 2.5.1.** Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitates reversible illness; or
- 2.5.2.** Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 2.6.** “Landfill” is that landfill where Solid Waste, Yard Waste, White Goods, and Brown Goods from Baldwin County will be disposed. Over the period of the Agreement, landfills meeting EPD criteria and approval may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons. All landfills must have all necessary permits in compliance with state, federal and local government regulations.
- 2.7.** “Solid Waste” means all material defined as Municipal Solid Waste in O.C.G.A § 12-8-22 and includes other discarded material but not including (a) Hazardous Waste (as defined herein), (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved material in irrigation return lows, (d) industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Acts as amended (86 STAT. 880), or (e) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923) or (f) Special Wastes such as tires, liquids, White Goods, batteries, etc. The term “solid waste” shall be synonymous with “Baldwin County Residential Solid Waste.”
- 2.8.** “White Goods” means all household or commercial machines or appliances.
- 2.9.** “Yard Waste” means leaves, brush, grass, clippings, shrub and tree pruning’s, and other similar material from residential landscape development and maintenance.
- 2.9.1** “Baldwin County Residential Solid Waste” means all solid waste that is covered by this Agreement.

### 3. Obligations of Advanced Disposal Services Middle Georgia, LLC

Advanced Disposal Services Middle GA, LLC shall collect and dispose of all Baldwin County Residential Solid Waste. In addition:

- 3.1.** Advanced Disposal Services Middle Georgia, LLC shall provide once per week curbside collection of cart contents only for residential customers, using a Contractor owned 95-gallon rollout cart. New Automated Side Load trucks equipped with canopies to reduce blowing litter shall be ordered by Contractor with delivery anticipated in 2022 for all residences in Baldwin County;

- 3.2. Residential collection services shall be performed during daylight hours, but not prior to 6:00 a.m., unless other arrangements are made with the County. Advanced Disposal Services Middle Georgia, LLC shall be excused from providing service when access to the Landfill is not possible due to a holiday or other closure which would make collection or disposal impractical;
- 3.3. Advanced Disposal Services Middle Georgia, LLC agrees that the equipment it utilizes to transport Solid Waste pursuant to this Agreement be kept in good order and repair at Advanced Disposal Services Middle Georgia, LLC expense; that such equipment will be properly licensed and registered as required by the State of Georgia; and that such equipment will be operated at Advanced Disposal Services Middle Georgia, LLC's expense by competent employees;
- 3.4. Advanced Disposal Services Middle Georgia, LLC shall take reasonable measures to ensure that the collection activities do not create litter with the exception of carts that are overloaded and Advanced Disposal Services Middle Georgia, LLC will be responsible for all cleaning of debris caused by collection within reason;
- 3.5. Advanced Disposal Services Middle Georgia, LLC shall provide household collection service for those residences in which all residents of the household are physically unable to take the rollout cart to the curbside, provided such residences do not represent more than five (5) percent of all residences for which Advanced Disposal Services Middle Georgia, LLC provides service in the County. Service for eligible residences as hereinafter defined shall be provided by Advanced Disposal Services Middle Georgia, LLC in such a manner as required to ensure collection of the waste deposited in the carts provided (hereinafter "Backdoor Collection"); Baldwin County shall qualify such backdoor services with a letter from a physician that the resident cannot wheel the cart to the curb and there are no other able bodied individuals that reside in the house.
- 3.6. Advanced Disposal Services Middle Georgia, LLC shall provide 95-gallon universal rollout carts and shall replace them when they are no longer serviceable due to normal wear and tear at no charge to the customer or the County. Advanced Disposal Services Middle Georgia, LLC shall maintain an adequate inventory of rollout carts in order to provide delivery to customers within 48 hours;
  - 3.6.1. Advanced Disposal Services Middle Georgia, LLC will maintain an inventory of carts being serviced under this contract and provide a monthly report to the County showing any additions or deletions during the previous month.
- 3.7. After holidays only, plastic bags placed next to the rollout cart will be collected by Advanced Disposal Services Middle Georgia, LLC when the cart is full.



Advanced Disposal Services Middle Georgia, LLC and customers shall handle the carts in a careful manner to avoid spillage and damage as long as the carts are not overloaded. All carts shall be returned to their proper curbside position. Advanced Disposal Services Middle Georgia, LLC shall not place carts in a position which would interfere with mail delivery or in a manner which would block or inhibit access to driveways;

- 3.8. Advanced Disposal Services Middle Georgia, LLC shall provide a monthly report of the waste collected, by volume, weight and types, for county-wide collections;
- 3.9. Advanced Disposal Services Middle Georgia, LLC shall provide collection within 24 hours for any residence whose waste was missed during scheduled collection routes through no fault of the customer;
- 3.10. Advanced Disposal Services Middle Georgia, LLC shall provide a contact number during normal Monday through Friday business hours, excluding holidays, at which the County personnel may request service or report problems;
- 3.11. Notwithstanding anything to the contrary herein, Advanced Disposal Services Middle Georgia, LLC shall not be required to collect or dispose of Excluded Waste. Under separate agreement negotiated pursuant to Paragraph 3.16, Advanced Disposal Services Middle Georgia, LLC may agree to haul and dispose such items, or arrange to have such items hauled and disposed;
- 3.12. Advanced Disposal Services Middle Georgia, LLC shall not be required to accept or be responsible for Excluded Waste collected in Baldwin County;
- 3.13. Advanced Disposal Services Middle Georgia, LLC shall at all times during the Agreement maintain in full force and affect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, state and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Before the Commencement Date of work under the Agreement, Advanced Disposal Services Middle Georgia, LLC agrees to furnish the County with a certificate proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of this Agreement, Advanced Disposal Services Middle Georgia, LLC shall carry the following types of insurance in at least the limits specified bellow:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily injury &Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability Including Coverage for Environmental Damage during collection and transport.	\$3,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured.

3.13.1. Not less than ten (10) days before the expiration of any policy mandated herein, Advanced Disposal Services Middle Georgia, LLC shall deliver to the County evidence of the policy’s renewal. Or a new certificate, together with evidence that premiums were paid for the renewal period or new policy, as the case may be. If Advanced Disposal Services Middle Georgia, LLC fails to meet this ten (10) day deadline, the County shall have the unilateral right to terminate this Agreement upon written notice.

3.14. Advanced Disposal Services Middle Georgia, LLC agrees that it will comply with all laws of the federal government and the State of Georgia and the rules and regulations of the Baldwin County Board of Health and all other governmental agencies in the performance of this Agreement. In addition, Advanced Disposal Services Middle Georgia, LLC shall comply with all present and future ordinances which have an effect on or regulate its operations within the County:

3.14.1. Advanced Disposal Services Middle Georgia, LLC shall provide to the County duly executed Affidavits as required by O.C.G.A. 50-36-1 (e)(2) and O.C.G.A. 13-10-91 (b)

3.15. This Amendment shall be effective upon the full execution by the parties. The new term shall begin on July 1, 2021;

3.16. Advanced Disposal Services Middle Georgia, LLC shall have the right to negotiate directly with residents, groups of residents, or entities including but

not limited to, subdivisions and gated communities, to provide service more responsive to the residents' needs provided that:

- 3.16.1. Any additional cost for such service is borne solely by the residents, not the County;
  - 3.16.2. Any additional cost is billed by Advanced Disposal Services Middle Georgia, LLC, not the County;
  - 3.16.3. The waste so collected is no longer a responsibility of the County wherever disposed, and
  - 3.16.4. The resident, group of residents, or entity signs a waiver that the County has appropriately and adequately provided household service even if that resident, group of residents, or entity has opted for a separate type of service than that provided for by the County under this Agreement.
- 3.17. Advanced Disposal Services Middle Georgia, LLC shall provide residential collection services only along those non-United States Forest Service public roads found in the Georgia Department of Transportation General Highway Map of Baldwin County as periodically updated and on other roads in the County approved by the County for service by agreement of the County and Advanced Disposal Services Middle Georgia, LLC;
- 3.18. Advanced Disposal Services Middle Georgia, LLC will provide all labor to operate the County Recycle Centers located at Frank Bone, 22 East, Meriwether, Log Cabin, Union Hill for an agreed upon 9am-6pm Tuesday, Thursday, Saturday, and Sunday schedule at 180 hours per week. Advanced Disposal Services Middle Georgia, LLC will also provide all equipment including roll-off containers for household garbage, yard waste, white goods, brown goods, and recycling materials. Advanced Disposal Services Middle Georgia, LLC will be responsible for all other costs associated with the Center including utilities. The compensation paid by the County to Advanced Disposal Services Middle GA, LLC to operate the Recycle Centers as described herein shall be \$13,640.00 per month. The following containers shall be provided by, and the respective compensation rates will be paid to Advanced Disposal Services Middle Georgia, LLC in addition to the compensation for the monthly operation:
- 3.18.1. Two 34-yard or longer self-contained compactors for household garbage, Charge per haul shall be \$51.77 per ton.
  - 3.18.2. Two 30 or 40-yard open top roll-off containers for white goods. No charge per haul and there shall be no disposal charge.

- 3.18.3. Two 30 or 40-yard open top roll-off containers for brown goods. Charge per haul shall be \$51.77 per ton.
- 3.18.4. Two 30 or 40-yard open top roll-off containers for yard waste. Charge per haul shall be \$51.77 per ton.
- 3.18.5. Thirty-Four 8 cubic yard front end load dumpsters for cardboard serviced once per week \$64 per month per container.

#### **4. Obligations of the County**

The County shall grant Advanced Disposal Services Middle Georgia, LLC the exclusive right to collect and dispose of residential Solid Waste within the unincorporated areas of Baldwin County. In addition:

- 4.1. The County shall provide Advanced Disposal Services Middle Georgia, LLC directly or indirectly through the respective municipal government or subdivision, with both mailing and street addresses or physical locations of all customers to be serviced by Advanced Disposal Services Middle Georgia, LLC. However, in the absence of such a listing, it shall be understood that service is intended to be to all occupied residences in Baldwin County;
- 4.2. The County shall not enact any ordinances with the intention of harming Advanced Disposal Services Middle Georgia, LLC or impairing the ability of Advanced Disposal Services Middle Georgia, LLC to carry out its obligations under this Agreement, and will use every reasonable effort to influence the respective municipalities to act in a similar manner. Nonetheless, Advanced Disposal Services Middle Georgia, LLC recognizes that the Board of Commissioners is duty bound to protect the interests of its citizens and cannot pledge to refrain from passing ordinances or resolutions that it believes are necessary to protect the interest of citizens merely because it might have an unintended, adverse impact on the interests of Advanced Disposal Services Middle Georgia, LLC. To the extent that Advanced Disposal Services Middle Georgia, LLC contends that the enactment of an ordinance has materially altered the terms of this Agreement or otherwise impairs its ability to perform, its duties under this Agreement, it shall send written notice to the County setting forth its contentions. If the parties are unable to address those concerns on a mutually agreeable basis, this Agreement shall terminate upon the occurrence of the sixtieth day following the forwarding of the written notice to the County.
- 4.3. The County shall participate in public awareness and education initiatives regarding proposed waste management ordinances, services, and other related activities, both prior, to the services herein being initiated and from time to time as changing conditions warrant;

- 4.4. The County shall determine and then provide, Advanced Disposal Services Middle Georgia, LLC the names, addresses, and locations of those households in which there are no residents physically capable of rolling a 60 to 95 gallon cart to curbside. Initially, residents currently known to be receiving “Backdoor Service” as required herein shall continue to receive such service. Nothing contained herein shall prohibit Advanced Disposal Services Middle Georgia, LLC from contesting the eligibility of those residents currently receiving such service. However, if determined by the County that the contested resident should continue with such service, Advanced Disposal Services Middle Georgia, LLC shall continue to provide such service. Advanced Disposal Services Middle Georgia, LLC shall assist the County in ensuring that only eligible residents receive “Backdoor Services”;
- 4.5. The County shall inform residents that household waste will be bagged before being placed in the rollout cart.
- 4.6. In the event that the total number of legitimate and proven complaints received by County personnel (except conditions under Section 11, Uncontrollable Circumstances) exceeds 5 percent of the total number of residents serviced by Advanced Disposal, under this agreement for any month, the County may withhold a proportional percentage of the total amount to be paid under this Agreement corresponding to the percentage of complaints received in relation to the total number of residents receiving service. In the event that the total number of legitimate and proven complaints issued in a particular month, (except conditions under Section 11, Uncontrollable Circumstances) exceeds 5 in number, then the County may withhold the corresponding 1/30<sup>th</sup> of the fund due that month for each legitimate and proven complaint above 5 per month during the term of the agreement.

## **5. Compensation**

Advanced Disposal Services Middle Georgia, LLC shall receive the following compensation during the five-year term of this agreement, beginning July 1, 2021 (“the commencement date”) and terminating on June 30, 2026.

- 5.1. Advanced Disposal Services Middle Georgia, LLC shall receive \$14.95 per month per cart for curbside collection. Rate for each additional cart is \$9.32 per month.
- 5.2. In the event the County requests Advanced Disposal Services Middle Georgia, LLC to provide curbside recycling and Brown and White Goods collection, Advanced Disposal Services Middle Georgia, LLC and the County shall negotiate a rate to provide such service for each residence serviced under this Agreement.

- 5.3. Recycle Center operations at a monthly cost is \$13,640 per month.
- 5.4. 34 Front end load dumpsters for cardboard only serviced once per week at \$64 per month per container.

## 6. **Compensation Adjustments**

- 6.1. In the event of a change in the location of the landfill, imposition of additional landfill fees or Recycling Processing Charges, a change in federal, state or local laws and regulations, or other conditions, the County and Advanced Disposal Services Middle GA Georgia LLC shall adjust the compensation paid to Advanced Disposal Services Middle Georgia, LLC hereunder in an amount equal to the increased cost of providing services or may terminate this agreement upon 90 days written notice by either party. Advanced Disposal Services Middle Georgia, LLC will provide a detailed analysis showing its increased cost. The Compensation payable by the County to Advanced Disposal Service Middle Georgia, LLC shall be adjusted annually during the term of the Agreement to reflect changes in the cost of living. Effective July 1, 2022 and each July 1 thereafter, Advanced Disposal Service Middle Georgia's compensation shall be adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, capped at 3% annually (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.")) shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision

## 7. **Billing**

Advanced Disposal Services Middle Georgia, LLC shall submit to the County a bill for the previous month's service on or about the first day of the month, and the County shall pay Advanced Disposal Services Middle Georgia, LLC by the fifteenth (15<sup>th</sup>) day of the same month. In the event the fifteenth (15<sup>th</sup>) day of the month is a Saturday, Sunday, or holiday, the payment shall be due the following business day.

## 8. **Holidays**

- 8.1. Advanced Disposal Services Middle Georgia, LLC shall observe holidays as mutually agreed to by the County. The following shall be holidays for purposes of the Agreement: New Year's Day, Labor Day, Thanksgiving Day, Memorial Day, Martin Luther King Day, Independence Day and Christmas Day.

- 8.2. Advanced Disposal Services Middle Georgia, LLC may decide to observe any or all of the above mentioned holidays by the suspension of collection services on the holiday and shall be obligated to reschedule in a timely manner the collections which would have otherwise been made at said times.

## **9. Assignment**

Other than by operations of law, Advanced Disposal Services Middle Georgia, LLC shall not assign this Agreement or any right accruing under the Agreement, in whole or in part, without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume all responsibilities under this Agreement and liabilities of Advanced Disposal Services Middle Georgia, LLC in writing.

## **10. Relationship of Parties**

- 10.1. Advanced Disposal Services Middle Georgia, LLC is an independent contractor under this Agreement and nothing in this Agreement shall be construed to create the relationship of employer and employee between the County and Advanced Disposal Services Middle Georgia, LLC or any of its subcontractors. Advanced Disposal Services Middle Georgia, LLC shall use its own best judgment in selecting its employees, agents, contractors and equipment to be utilized in the performance of the agreement.
- 10.2. In order to be as cost efficient as possible, Advanced Disposal Services Middle Georgia, LLC may fire, contract or lease the services and/or equipment of third parties, either individuals and companies. Should this occur, Advanced Disposal Services Middle Georgia, LLC shall remain fully responsible for compliance with the terms of this Agreement. However, prior written approval from the County must be obtained if the actual collection and disposal services herein are to be subcontracted to a person or entity other than Advanced Disposal Services Middle Georgia, LLC.
- 10.3. Advanced Disposal Services Middle Georgia, LLC has the sole discretion to determine how to perform the services required achieving the result specified in this Agreement.
- 10.4. Advanced Disposal Services Middle Georgia, LLC has the right to perform work for other clients during the term of this Agreement.
- 10.5. The County will not withhold any income or FICA taxes from any payments to Advanced Disposal Services Middle Georgia, LLC. Advanced Disposal Services Middle Georgia, LLC is responsible for paying all applicable state, federal, and local income taxes.
- 10.6. The parties to this Agreement agree and stipulate that the vehicles to be used by Advanced Disposal Services Middle Georgia, LLC in furtherance of the Agreement are its vehicles, not County vehicles. Moreover, the parties to this

Agreement covenant and agree that Advanced Disposal Services Middle Georgia, LLC shall be solely responsible for insuring the vehicles used by it and solely responsible for maintaining, operating and repairing those vehicles. County shall not have the right or responsibility to insure, own, control, maintain, operate or repair those vehicles.

#### **11. Obligation During Force Majeure**

- 11.1. Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, “Uncontrollable Circumstances” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.
- 11.2. During an act of Force Majeure, the party affected shall give oral notice to the other party to this Agreement as soon as reasonably practicable. The party affected shall deliver written notice to the other party within a reasonable amount of time given the circumstances.

#### **12. Termination of Agreement**

- 12.1. In the event of a breach by Advanced Disposal Services Middle Georgia, LLC of its obligations under this agreement, the County may give written notice of the breach and demand its correction, if within 10 days of this notice of breach, Advanced Disposal Services Middle Georgia, LLC does not either correct the condition or reach a mutually agreeable schedule for correction with the County, the County may then correct the breach and deduct the reasonable cost for the correction from any amount owed to Advanced Disposal Services Middle Georgia, LLC and may temporarily utilize other solid waste companies if necessary at the expense of Advanced Disposal Services Middle Georgia, LLC. If Advanced Disposal Services Middle Georgia, LLC reasonably feels it cannot cure the breach within the 10 day period, or the agreed upon time if longer, it may request additional time in which to correct the breach. The County may, at its sole discretion, grant the requested extension of time. Absent such extension, this Agreement shall terminate on the 20<sup>th</sup> day after a written notice of termination is received by Advanced Disposal Services Middle Georgia, LLC. The County may take over the waste disposal service and enforce this Agreement against Advanced



Disposal Services Middle Georgia, LLC. In such a case, Advanced Disposal Services Middle Georgia, LLC shall be liable, for a period of 90 days or until a new waste disposal agreement is effective, whichever first occurs, for any excess cost the County incurs greater than what it would have paid Advanced Disposal Services Middle Georgia, LLC under this Agreement.

- 12.2. The County's remedy of early termination described in § 12.2 shall be in addition to all other rights and remedies which the County may have against Advanced Disposal Services Middle Georgia, LLC for breach of contract or otherwise.

### **13. Notices, Documents, and Consents**

All written notices required or authorized pursuant to this Agreement shall be served personally or sent by registered or certified mail to:

Contractor: Advanced Disposal Services Middle Georgia, LLC  
154 Dundee Drive  
Milledgeville, GA 31061

With a copy to: Waste Management Southern Area Office  
1850 Parkway Place, Suite 600  
Marietta, GA 30067  
jfooster@wm.com

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

### **14. Indemnification and Limitation of Liability by Advanced Disposal Services Middle Georgia, LLC**

- 14.1. Advanced Disposal Services Middle Georgia, LLC shall indemnify, save harmless, and defend the County and its officers and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorney's fees), which the County may incur or pay as a result of death, bodily injuries, or property damage caused by Advanced Disposal Services Middle Georgia, LLC's breach of any provision of the Agreement or by any other act or omission of Advanced Disposal Services Middle Georgia, LLC, its employees, or subcontractors in the performance of this Agreement whether a product of fraud, negligence, recklessness or willfulness.

### **15. Governing Laws**

The Agreement shall be governed by and constructed in accordance with the laws of the State of Georgia.

**16. Representations and Warranties**

Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such party.

**17. Amendments**

The Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by the two parties.

**18. Nondiscrimination**

In connection with fulfilling its duties under this Agreement, Advanced Disposal Services Middle Georgia, LLC shall not discriminate against any person for any unlawful reason, including because of race, sex, age, creed, color, religion, or national origin.

**19. Licenses and Taxes**

Advanced Disposal Services Middle Georgia, LLC and the County shall obtain all required licenses and permits for performance of their obligations herein (other than the license and permit granted by the Agreement) and promptly pay all taxes required.

**20. Representation by Advanced Disposal Services Middle Georgia, LLC**

There is no action, suit, or proceeding at law or in equity before or by any court or governmental entity pending or threatened against Advanced Disposal Services Middle Georgia, LLC in which an unfavorable decision would adversely affect the performance by Advanced Disposal Services Middle Georgia, LLC of its obligations under the Agreement or the validity or enforceability of the Agreement.

**21. Venue**

Any and all litigation arising out of this Agreement shall be filed in the Superior Court of Baldwin County, Georgia. To the extent that the County initiates litigation against Advanced Disposal Services Middle Georgia, LLC, this Paragraph shall be deemed a waiver of venue by Advanced Disposal Services Middle Georgia, LLC to the extent it resides outside of Baldwin County, Georgia at the time of the initiation of a lawsuit against it pursuant to this Agreement.

**22. Third-Party Beneficiaries**

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**23. Waiver**

No failure of the Parties to enforce this Agreement shall be deemed a waiver.

**24. Paragraph Headings**

The Paragraph headings throughout this instrument are for convenience and reference only, and words continued therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**25. Entire Agreement**

The foregoing constitutes the entire agreement between Advanced Disposal Services Middle Georgia, LLC and the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first mentioned above.

Baldwin County Board of Commissioners

\_\_\_\_\_  
By Its Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

Advanced Disposal Services Middle Georgia,  
LLC

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By Its General Manager

ATTEST:

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Its Office Manager

Pricing Page as of July 1, 2021

Monthly rate is \$14.95 per month per home and \$9.32 per month per home for each additional cart

Labor to Operate Recycle Centers at Frank Bone, 22 East, Meriwether, Log Cabin, and Union Hill for 180 hours a week for \$13,640 per month

Cost per center for two 34 yard self-contained compactors is \$51.77 per ton

Cost per center for two 30 yard or 40 yard Open Tops for White Goods/Metals – No Charge

Cost per center for two 30 yard or 40 yard Open Tops for Brown Goods is \$51.77 per ton

Cost for 34 front end load dumpsters of cardboard only at once per week month at \$64 per month per container.

July 1, 2021

Jermaine Durham  
Georgia Initiative for Community Housing  
Dawson Hall  
305 Sanford Drive  
Athens, Georgia 30602

Dear Dr. Durham:

Please accept this letter on behalf of Baldwin County as the official declaration of intent to apply for technical assistance through the Georgia Initiative for Community Housing (GICH) program.

As you may know, Baldwin County applied for inclusion in the GICH program in August 2018. Baldwin County's primary reasons for applying in 2018 are very similar to those in 2021—revitalization of neighborhoods through blight reduction. The county, through a partnership with the Milledgeville-Baldwin County Habitat for Humanity, in support of the Habitat's affiliate's efforts, sought to develop homeownership opportunities on formerly blighted properties. However, much work remains to be done to revitalize neighborhoods, especially Oconee Heights.

Unfortunately, in 2018 Baldwin County was not selected to participate in this extremely competitive, nationally recognized, one-of-kind program. After reviewing the 2018 application, the County recognizes at least two areas in which it can build upon for a stronger application in 2021. First, the Baldwin County Board of Commissions must dedicate a more robust budget toward travel and lodging expenses for housing team participation in GICH retreats and other related functions. In 2018, Baldwin County allocated \$3,000 for the entire three-year program. If selected for the 2021 application cohort, the Baldwin County Board of Commissioners is dedicated to allocating the recommended amount of \$3,000 per year. Second, the 2018 housing team only consisted of four members. Baldwin County is committed to recruiting a roster of dedicated housing team members that represent its community, including at least one elected official. Additionally, Baldwin County will recruit organizations that serve the populations most in need of housing opportunities — Overview Inc., the community action agency serving the county, the family connection collaborative, and the Cooperative Extension Service. Finally, the County must bolster relationships and collaborate with the school system and agencies that represent the business community.

Since Baldwin County last applied for the GICH program, the County has actively been working to address housing needs and bolster partnerships. Before 2018 the Board of Commissioners adopted a resolution to create a landbank. We continue to encourage the City of Milledgeville to also adopt the resolution. Therefore, a major goal for the 2021 application will be to further

develop relationships with city leaders and develop the landbank concept. Blight reduction and community revitalization continue to be a priority. As of today, Baldwin County has demolished 164 blighted structures. In 2021 the county partnered with the Georgia College Center for Health & Social Issues to further study the conditions of blight in the Oconee Heights neighborhood. A GIS survey was conducted assessing the condition of the houses in the neighborhood based on a blight index. Through this partnership, 25 severely blighted properties and 33 very blighted properties were identified in Oconee Heights. In December 2020, Baldwin County received an award from the National Association of Counties (NACo) for its blight reduction program.

The County is continuing to identify additional resources for housing assistance, as well as better understand the condition of the community's existing housing stock. Other ongoing goals of the County are to assess the lack of affordable and senior housing, work to alleviate existing blight and prevent new blight, and provide opportunities and support for first-time homebuyers.

While all these efforts represent a promising start to the community's housing efforts, Baldwin County recognizes the potential benefits that would come from targeted planning efforts. The county hopes inclusion in the GICH program will further open doors to resources and tools that will aid in its efforts to provide excellent affordable housing to the community.

Baldwin County is committed to applying before the deadline of July 30, 2021. Prior to this application, the community's point of contact will be:

NAME: Carlos Tobar  
TITLE: County Manager  
AFFILIATION: Baldwin County  
PHONE: (478) 445-4791  
EMAIL: ctobar@baldwincountyga.com

Thank you for your acceptance of this letter of intent to apply for the GICH program. Baldwin County is working closely with the Middle Georgia Regional Commission on the full application. Should you have any questions or concerns please do not hesitate to contact Mr. Tobar at (478) 445-4791 or by email at ctobar@baldwincountyga.com.

Sincerely,

Henry Craig  
Chairman

## RESOLUTION

WHEREAS, Baldwin County Board of Commissioners is applying for the Georgia Initiative for Community Housing (GICH) designation, which offers communities in Georgia a three-year program of collaboration and technical assistance in addressing their housing and neighborhood revitalization needs; and

WHEREAS, as part of the Initiative, Baldwin County's Housing Plan is expected to be completed by the County's elected officials, various county staff members, appropriate staff members from other governmental entities, and participants in the scheduled public meetings retreats, as well as the continual involvement of a special cross-section of citizens who are appointed to and designated as the Baldwin County Housing Team; and

WHEREAS, travel to various meetings, including the spring and fall retreats, is a requirement of the Initiative, Baldwin County Housing Team appointees and the Baldwin County Board Commission recognize this commitment. In so doing, the Baldwin County Board of Commissioners, will allocate at funds annually toward travel and other relevant expenses incurred as part of the Initiative; and

WHEREAS, benefits to the Baldwin County community resulting from the housing plan are expected to include maintenance and improvement of our quality of life, development of a vision that describes the future of this community, encourage of and support for quality housing development, and more specificity and certainty about where development will occur, what it will be like, when it happens, and how development costs will be handled; and

WHEREAS, the Baldwin County Board of Commissioners believed the Housing Team is very important to the overall process of developing the Housing Plan because it ensures that representative citizens from throughout the geographic area of Baldwin County and various segments of the community will come together to help create and exchange ideas and other information which is crucial to development of a quality Housing Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Chairman and the Board of Commissioners that it endorses and endeavor to financially support the improvement of housing opportunities within Baldwin County by requesting the assistance of the Georgia Initiative for Community Housing program.

SO, RESOLVED this 6<sup>th</sup> day of July 2021.

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Henry Craig, Chairman

Attest:

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Cynthia K. Cunningham, County Clerk

