



**BALDWIN COUNTY
REGULAR MEETING**
November 21, 2023
1601 N Columbia St, Suite 220
6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Division of Family & Children Services - Jennifer Crowell, County Director
2. Atrium Health Navicent - Joy Moten-Thomas, Assistant Vice President, Government Relations

APPROVAL OF MINUTES

- [3.](#) November 7, 2023 Work Session
November 7, 2023 Regular Meeting

ADMINISTRATIVE/FISCAL MATTERS

- [4.](#) Appointment to Board of Health - Chair
- [5.](#) Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Awards - Assistant County Manager
- [6.](#) Ocmulgee Drug Task Force Intergovernmental Agreement - Assistant County Manager
- [7.](#) Hazard Mitigation Grant Program Award - Assistant County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION - Personnel

ADJOURNMENT

REMINDERS

November 23 & 24, 2023, Thursday & Friday, All Non-Emergency Departments Will Be Closed in Observance of Thanksgiving. All Non-Emergency Departments Will Close at 3:00 p.m. on Wednesday, November 22, 2023.

December 5, 2023, Tuesday, 6:00 p.m., Public Hearing on Proposed FY 24 Budget and Regular Meeting, 1601 North Columbia Street, Suite 220.

December 19, 2023, Tuesday, 6:00 p.m., FY 24 Budget Adoption and Regular Meeting, 1601 North Columbia Street, Suite 220.

December 25 & 26, 2023, Monday and Tuesday, All Non-Emergency Departments Will Be Closed in Observance of Christmas. All Non-Emergency Departments Will Close at 3:00 p.m. on Friday, December 22, 2023.



**BALDWIN COUNTY COMMISSIONERS
WORK SESSION**
November 7, 2023
1601 N Columbia Street, Suite 210
4:00 PM

Item 3.

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Henry Craig
Sammy Hall

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Work Session to order at 4:00 p.m.

ADMINISTRATIVE / FISCAL MATTERS

FY 2024 Budget Presentations

The following Elected Officials addressed the Board presenting updates on their departments and providing information on their FY 2024 budget requests: State Court Judge Hitchcock, Solicitor General Gess, District Attorney Barksdale, Sheriff Massee, Probate Judge Blackwell, and Tax Commissioner Settle.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Work Session at 5:00 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
REGULAR MEETING**
November 07, 2023
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

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

INVOCATION

Mr. Jay Wright delivered the invocation

PRESENTATION OF COLORS AND PLEDGE OF ALLEGIANCE

Baldwin High School JROTC presented the colors. Students from the EBLA Academy led the Pledge of Allegiance.

PRESENTATIONS

Education Brings Leadership Achievement (EBLA) Academy

Dr. Janee Moss, Director of EBLA Academy presented information about the history of the school and programs offered by the Academy.

Keep Milledgeville Baldwin Beautiful (KMBB)

Dr. Jeff Wells presented an update on Keep Milledgeville Baldwin Beautiful. He reported the By-Laws have been approved. Dr. Wells presented the names of the first slate of Board Members. He expressed appreciation to County Manager Tobar and Commissioners for their continued support of KMBB. He stated that County Manager Tobar has been working diligently on the Adopt a Road program and thanked him for the program's signage. Dr. Wells reported KMBB is seeking volunteers for the Adopt a Road program. He discussed future coordination with each of the schools to provide education on recycling programs. Dr. Wells invited everyone to attend the Ribbon Cutting for KMBB which will be held November 15th at GCSU.

APPROVAL OF MINUTES

Vice Chair John Westmoreland made a motion to approve the minutes of the October 17, 2023 Regular Meeting and October 31, 2023 Called Meeting as submitted. Commissioner Henry Craig seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Appointments to Central Georgia Joint Development Authority

Chair Emily Davis reported there are three vacancies on the Central Georgia Joint Development Authority that require appointments. The term for Position One, held by Gregory Barnes, has expired, and Mr. Barnes has agreed to continue to serve. The terms for Position Two and Position Three have also expired. Chair Davis recommended the appointment of Kara Lassiter to serve in Position Two and Hope Waller to serve in Position Three

Commissioner Kendrick Butts made a motion to appoint Gregory Barnes, Kara Lassiter and Hope Waller to serve on the Central Georgia Joint Development Authority as recommended. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Workforce Innovation and Opportunity (WIOA) Grant

Assistant County Manager Dawn Hudson presented a WIOA grant award for the Youth Program. She reported the award is for \$298,274 and is for the period April 1, 2023 through June 30, 2025.

Commissioner Henry Craig made a motion to accept the grant award for the Youth Program in the amount of \$298,274 and to authorize the Chair to sign related grant documents. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Airport Capital Improvement Plan (CIP)

County Manager Carlos Tobar stated he talked with Georgia Department of Transportation (GDOT) representatives regarding the following questions about the Airport Capital Improvement Plan (CIP) and the East Apron project. He discussed the following questions and responses from GDOT.

Elimination of East Apron Project - What are the ramifications if Baldwin County Commissioners voted to eliminate the East Apron project from the CIP before and after Environmental Assessment. GDOT responded the CIP is a planning document, and the Airport sponsor has ability to revise and make changes to the CIP at any time.

Reimbursement for Costs Incurred for Design of East Apron Project – GDOT responded No. However, reimbursement would be eligible when the Department reviews and provides signature approval of an environmental document.

Costs for Environmental Assessment for Both Lower Ramp and East Apron Projects - The proposed CIP has the costs included for the Environmental Assessment for the lower ramp and the east apron projects. GDOT responded if the East Apron project is removed from the CIP the Environmental Assessment would then cover the lower ramp project.

Mr. Tobar gave a presentation on the proposed Airport Capital Improvement Plan which included two options. Option 1 included the East Apron Project and Option 2 eliminated the East Apron Project. Mr. Tobar presented background information on the Airport Layout Plan, the Capital Improvement Plan, and Comprehensive Plan which included an increase in the number of hangars. Mr. Tobar stated the Lower Ramp Project is included in both Options 1 & 2. Mr. Tobar discussed the funding for various Airport projects stating \$94,000 would not be reimbursed if the East Apron is not included. Mr. Tobar stated the Environmental Assessment will still need to be done.

Mr. Jim Wolfgang presented the recommendation from the Airport Advisory Committee. He reported the Committee made a recommendation in October to move forward with the CIP including the East Apron and that recommendation still stands.

The following citizens addressed the Board opposing the approval of the CIP with the East Apron Project included: Joan Crumpler, Rick Bilz, Carol Bellew, David Glover, Melinda Brewer, Tina Wheeler, and Ricky Giles.

Commissioner Sammy Hall made a motion to approve CIP Option 2 that does not include the East Apron Project and that no further action be taken on this East Apron Project in the CIP. Vice Chair John Westmoreland seconded the motion.

Commissioner Henry Craig stated Commissioners represent many other citizens as well as those in attendance tonight. He said every decision that Commissioners make pleases some citizens and makes others unhappy. He reported Economic Development has been a major issue for our community. He stated the CIP includes the environmental assessment. He stated this group of citizens has voiced their option and gotten what they wanted. However, he is concerned there is potential for this same group or another group to go against the Lower Ramp which means the County would lose a great opportunity for economic development.

Commissioner Henry Craig asked Commissioners to support Option 1 which gives the County the opportunity to evaluate the Environmental Assessment for the entire airport not just a portion. He stated he felt Option 2 was not in the best interest of the entire community. The Airport is an economic generator for the community which is very important. Commissioner Sammy Hall disagreed and asked that the East Apron Project be eliminated from the CIP. Vice Chair John Westmoreland agreed with Commissioner Hall that the community has come forward opposing the East Apron Project.

There being no further discussion, Chair Emily Davis called for a vote on the motion to approve Option 2 of the CIP and that no further action be taken on the East Apron Project in the CIP.

The motion passed by the following vote:

Aye: Hall, Westmoreland, Butts, Davis Nay: Henry Craig

Commissioner Sammy Hall made a motion for the County Manager to have landscape plan prepared to install trees and shrubs along the fence where trees were removed at the Airport and this be completed no later than December 31st. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Code of Ordinances Chapter 58: Utilities 58-33 (Master Meter)

County Manager Carlos Tobar presented a proposed revision to Chapter 58, Section 58-22 of the Code of Ordinances dealing with master meters. He asked County Attorney Brandon Palmer to summarize the proposed changes. Mr. Tobar stated he had asked Randy Garza to address the Board regarding the proposed Ordinance. Mr. Palmer explained the multi-family buildings such as apartment complexes will continue to use master meters. Mobile home parks in existence as of November 7, 2023 which currently have master meters may continue to use master meters. For mobile home parks in existence as of November 7, 2023 which furnish water through a master meter, residential end users may disconnect their residence from the master meter system if such residential within the mobile home park or the owner of the park has installed a separate line to the County's public right-of-way for each residential unit. The installation must meet the standards and specifications of the County Water / Sewer Department, does not compromise the water system and line and meter installation must be pre-approved by the County Water and Sewer Superintendent before the County will provide water. All costs incurred and permissions to route and install such lines and meters in the County right-of-way shall be the obligation of the residential user or the mobile home park owner. For the mobile home parks in existence as of November 7, 2023 which furnish water through a master meter, residential end-users may, with written consent of the mobile home park owner, make application with the Water and Sewer Department for the installation of water meters connected directly to their residence and the existing master meter water system. If the mobile home park owner has consented in writing to one residential end user, the mobile home park owner may not withhold consent to any other residence. When consent is granted and the Department accepts the application, the County as its own expense will install an individual meter. The owner of the park shall be responsible for the repairs and maintenance of water lines and water loss in the park; provided however, where the repair exists or water loss occurs in a privately owned park, such repair or water loss shall be the responsibility of such privately-owned mobile home. For mobile home parks platted and constructed after November 7, 2023, the mobile home park owner at its costs shall install water lines and meters to each mobile home unit. If meters are not located in the County right-of-way, an easement must be granted to the County to access the park and install, replace, repair and maintain public water lines and meters. If an individual owns their own mobile home and rents space from the park, the individual is responsible from the meter into the house.

Mobile home park owner Randy Garza addressed the Board stating he spoke with other park owners and they were not pleased with the previous master metering of parks. He feels this proposed ordinance is fair and gives options to park owners. Feels the County came up with a good compromise for both the County and the park owners. Further discussion was held regarding specifics of the Ordinance.

Commissioner Henry Craig made a motion to approve the Ordinance as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

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

Proposed Increase in Annual Compensation for Chair

County Attorney Brandon Palmer stated a legal notice has been published that the Board of Commissioners will consider action on a proposed increase in the annual compensation for the Chairperson of the Board of Commissioners in the amount of \$1,800.00 per year. He stated this change would not become effective until January 2025 when the next Board takes office.

Vice Chair John Westmoreland made a motion to approve the increase in annual compensation for the Chair of the Board in the amount of \$1,800.00 per year effective January 2025. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

OLD BUSINESS

Chair Emily Davis stated she had problems with voting and something needs to be fixed.

NEW BUSINESS

Vice Chair John Westmoreland stated something must be done at the Meriwether Convenience Center.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented updates on the following: Lawrence Road; RAISE grant; aquatic center; Green Light for Veterans dates and the upcoming Veterans Day holiday.

ED - veterans day closed veterans stand and thank you for the service.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Danny Register, invited everyone to attend the Coopers festival.

Dr. Damian Francis addressed the Board regarding what he feels is a lack of communication regarding County projects. He specifically discussed the RAISE grant. He stated the County gave the community information that made them think things would be done right away. He stated he feels the County needs a public information officers to communicate with community.

ADJOURNMENT

Vice Chair John Westmoreland made a motion to adjourn the meeting at 7:20 p.m. Commissioner Henry Craig seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk

100 Ireland Drive
Milledgeville, GA 31061
Phone: 478-445-4274
Fax: 478-445-6525



November 13, 2023

Ms. Emily Davis
Chairman, Baldwin County Board of Commissioners
1601 N. Columbia Street, Suite 230
Milledgeville, GA 31061

Dear Ms. Davis,

The term for Position 2, Physician (Dentist/Nurse) appointed by County Commissioners will expire on 12/31/23. Currently, Dr. Janet Harrison serves in this position on the Baldwin County Board of Health. The term expires upon completion of the six-year term.

I have spoken to Dr. Harrison and she is willing to serve another term on our Board of Health. When your appointment has been made, please send us notification in writing of this appointment.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Ava Trubey', is written over a faint, larger signature.

Ava Trubey, AOCII
Baldwin County Health Department

IV. Service on the County Board of Health

The members of the Board

Each County Board of Health has seven members, who must be at least 21 years old and a county resident.³⁹ The law sets out the requirements for each of those seven positions, and who appoints those members. The seven positions are:

[Positions 1 through 4 are appointed by the county's chief executive officer]

Position 1: The CEO of the county's governing authority, or another elected member of the county governing authority that is designated by the CEO.⁴⁰

Term expires when member leaves elected office or when CEO assigns a replacement.

Position 2: A licensed physician actively practicing in the county. In a county with less than four physicians, or no physician practicing in the county who is willing and able to serve, a licensed nurse or dentist or another person having familiarity and concern for medical services in the county may be selected.

Term expires upon completion of the six year term; will be less than six years if appointed mid-term.

Position 3: A consumer or an advocate for consumers of health services.

Term expires upon completion of the six year term; will be less than six years if appointed mid-term.

Position 4: A consumer who will represent the needy, underprivileged or elderly.

Term expires upon completion of the six year term; will be less than six years if appointed mid-term.

³⁹ O.C.G.A. §§ 31-3-2, 45-2-1.

⁴⁰ Op. Att'y Gen. No. 80-25.

**Notice of Grant Award Modification****Georgia Workforce Innovation and Opportunity Act**

RECIPIENT: Middle Georgia Regional Commission**LOCAL WORKRCE AREA:** 10 **REGION:** 06**GRANT NO:** 31-22-22-06-010**FAIN:** AA-38524-22-55-A-13**GRANT PERIOD:****FROM:** 07/01/2022**THRU:** 06/30/2024**GRANT YEAR:** PY 2022**PROGRAM TITLE/TYPE:** I **Dislocated Worker** **CFDA NO:** 17.278

Nature of Modification: LWDA 10 PY22 Dislocated Worker Funds transferred to LWDA 11 due to Merger.

	Prior Grant Award	Change	Amended Grant Award
Administration	\$ 5,398	\$ 0	\$ 5,398
Program	\$ 48,584	(\$ 4,283)	\$ 44,301
Total	\$ 53,982	(\$ 4,283)	\$ 49,699

31-22-22-06-010: Modification #1: This modification transfers \$49,699 from LWDA 10 PY22 Dislocated Worker to LWDA 11 PY22 Youth funding availability due to Merger.



Grant Contract Modification

Georgia Workforce Innovation and Opportunity Act

All parties to Grant 31-22-23-TRN10-06-011 acknowledge the Notice of Grant Award Modification is accurate and will fully adhere to all conditions and assurances in the executed contracts.

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

 Date Executed

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

 Date of Acceptance

 Authorized Signature

Emily C. Davis
 Chairperson

 Chair
 Title (typed)

**Notice of Grant Award Modification****Georgia Workforce Innovation and Opportunity Act**

RECIPIENT: Middle Georgia Regional Commission**LOCAL WORKRCE AREA:** 10 **REGION:** 06**GRANT NO:** 11-22-23-06-010**FAIN:** AA-38524-22-55-A-13**GRANT PERIOD:****FROM:** 10/01/2022**THRU:** 06/30/2024**GRANT YEAR:** FY 2023**PROGRAM TITLE/TYPE:** I**Adult****CFDA NO:** 17.258

Nature of Modification: LWDA 10 FY23 Adult Funds transferred to LWDA 11 due to Merger.

	Prior Grant Award	Change	Amended Grant Award
Administration	\$ 27,981	(\$ 4,363)	\$ 23,618
Program	\$ 251,830	(\$ 41,394)	\$ 210,436
Total	\$ 279,811	(\$ 45,757)	\$ 234,054

11-22-23-06-010: Modification #1: This modification transfers \$234,054 from LWDA 10 FY23 Adult to LWDA 11 FY23 Adult funding availability due to Merger.

**Notice of Grant Award Modification****Georgia Workforce Innovation and Opportunity Act**

RECIPIENT: Middle Georgia Regional Commission**LOCAL WORKRCE AREA:** 10 **REGION:** 06**GRANT NO:** 15-22-22-06-010**FAIN:** AA-38524-22-55-A-13**GRANT PERIOD:****FROM:** 04/01/2022**THRU:** 06/30/2024**GRANT YEAR:** PY 2022**PROGRAM TITLE/TYPE:** I**Youth****CFDA NO:** 17.259

Nature of Modification: LWDA 10 PY22 Youth Funds transferred to LWDA 11 due to Merger.

	Prior Grant Award	Change	Amended Grant Award
Administration	\$ 35,828	(\$ 10,112)	\$ 25,716
Program	\$ 322,454	(\$108,722)	\$ 213,732
Total	\$ 358,282	(\$118,834)	\$ 239,448

15-22-22-06-010: Modification #1: This modification transfers \$239,448 from LWDA 10 PY22 Youth to LWDA 11 PY22 Youth funding availability due to Merger.



Notice of Grant Award Modification

Georgia Workforce Innovation and Opportunity Act

RECIPIENT: Middle Georgia Regional Commission

LOCAL WORKRCE AREA: 10 **REGION:** 06

GRANT NO: RR31-22-23-06-010

FAIN: AA-38524-22-55-A-13

GRANT PERIOD:

FROM: 01/01/2023

THRU: 12/31/2023

GRANT YEAR: FY 2023

PROGRAM TITLE/TYPE: I

Dislocated Worker

CFDA NO: 17.278

Nature of Modification: LWDA 10 FY23 Rapid Response Dislocated Worker Funds transferred to LWDA 11 due to Merger.

	Prior Grant Award	Change	Amended Grant Award
Administration	\$ 0	\$ 0	\$ 0
Program	\$ 75,000	(\$ 995)	\$ 74,005
Total	\$ 75,000	(\$ 995)	\$ 74,005

RR31-22-23-06-010: Modification #1: This modification transfers \$74,005 from LWDA 10 FY23 Rapid Response Dislocated Worker to LWDA 11 FY23 Rapid Response Dislocated Worker funding availability due to Merger.



Notice of Grant Award Modification

Georgia Workforce Innovation and Opportunity Act

RECIPIENT: Middle Georgia Regional Commission

LOCAL WORKRCE AREA: 10 **REGION:** 06

GRANT NO: 31-22-23-06-010

FAIN: AA-38524-22-55-A-13

GRANT PERIOD:

FROM: 10/01/2022

THRU: 06/30/2024

GRANT YEAR: FY 2023

PROGRAM TITLE/TYPE: I Dislocated Worker **CFDA NO:** 17.278

Nature of Modification: LWDA 10 FY23 Dislocated Worker Funds transferred to LWDA 11 due to Merger.

	Prior Grant Award	Change	Amended Grant Award
Administration	\$ 21,446	\$ 0	\$ 21,446
Program	\$ 193,012	\$ 0	\$ 193,012
Total	\$ 214,458	\$ 0	\$ 214,458

31-22-23-06-010: Modification #1: This modification transfers \$214,458 from LWDA 10 FY23 Dislocated Worker to LWDA 11 FY23 Dislocated Worker funding availability due to Merger.

Ocmulgee Drug Task Force Intergovernmental Agreement

Pursuant Article IX, Sec. III, Para. I of the Constitution of the State of Georgia which establishes the Office of Sheriff and other local Constitutional offices, and O.C.G.A. § 36-69-1 *et seq.* which defines and authorizes the use of Mutual Aid Agreements for local and state government the following offices, agencies and governing bodies enter into this intergovernmental agreement to operate the Ocmulgee Drug Task Force (hereinafter referred to as "ODTF"). This agreement establishes a mutual aid law enforcement capability among the participating law enforcement agencies, county governing authorities, municipal corporations and district attorneys enumerated herein in order to prevent and detect drug related crimes. The ODTF operates by and through the consent of the participating agencies and local governing bodies listed below.

Baldwin County Sheriff's Office Judicial Circuit	District Attorney of the Middle
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Washington County Sheriff's Office Judicial Circuit	District Attorney of the Ocmulgee
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Wilkinson County Sheriff's Office Judicial Circuit	District Attorney of the Dublin
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Twiggs County Sheriff's Office	Laurens County Sheriff's Office
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Johnson County Sheriff's Office	Jefferson County Sheriff's Office
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Hancock County Sheriff's Office	City of Gordon
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City of McIntyre	Georgia Bureau of Investigation
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The entities identified above enter into this intergovernmental agreement pursuant to the following particulars.

WHEREAS, the ODTF entities seek to rid their communities of illicit drug and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and,

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the State of Georgia through the parameters of this mutual aid agreement as authorized under O.C.G.A. § 36-69-1 et seq.; and,

WHEREAS, the entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as "Byrne-JAG") in order to further this collaborative effort; and,

NOW BE IT KNOWN, the entities of this intergovernmental agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the agreement.

This intergovernmental agreement shall become valid upon the effective date of Byrne-JAG funding in 2024 and shall be active through the end of the grant period. The entities shall re-examine the extent and need of this agreement and the roles of its participants at the expiration of the grant period. This Intergovernmental Agreement can be amended, revised or otherwise renewed upon agreement of the entities.

A. ASSIGNMENT OF PERSONNEL

1. The entities assign personnel to the ODTF as follows:
 - a.) Georgia Bureau of Investigation assigns 1 Assistant Special Agent in Charge
 - b.) Baldwin County Sheriff's Office assigns 2 deputies
 - c.) Baldwin County Board of Director assigns 1 Administrative Assistant
 - d.) Washington County Sheriff's Office assigns 1 deputy
 - e.) Laurens County Sheriff's Office assigns 1 deputy
 - f.) Dublin Police Department assigns 1 officer
 - g.) Twiggs County Sheriff's Office assigns 1 deputy

2. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the individuals as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically stated otherwise in this intergovernmental agreement. Personnel assigned to the ODTF by one of the entities shall not be considered temporary or permanent employees, volunteers or agents of the ODTF or of any other entities for any purpose whatsoever, including liability, or be entitled to or any rights or benefits of another entity, whether deputized or not by such other entity.
3. The entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their employees assigned to the ODTF.
4. Except as otherwise provided herein, each entity shall, at the entity's sole cost and expense, provide its personnel with any necessary vehicles, vehicle insurance, radios and law enforcement equipment necessary to performance hereunder. The ODTF Operating Board must approve any exceptions in which ODTF asset forfeiture funds would be used to purchase said equipment.
5. When authorized by the chief law enforcement officer of the entity in which the DTF is acting, the employees and agents of responding entities shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this intergovernmental agreement.

B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS

Each county governing authority and municipal corporation agrees to the following with regard to expenses associated with personnel assigned to the ODTF:

1. The governing authority of the Baldwin County Board of Commissioners

(hereinafter "Fiscal Agent") will serve as the applicant, recipient and fiscal agent of Byrne-JAG funding on behalf of the participating county governing authorities and municipal corporations.

2. As the recipient of Byrne-JAG funding, the Fiscal Agent will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts; expenditures, assets, and liabilities for grant each award.
3. Each participating county governing authority or municipal corporation will fund the initial costs of the detached personnel listed in Section A of this intergovernmental agreement.
4. The Fiscal Agent, on behalf of the ODTF, will submit for and accept quarterly reimbursement payments for personnel costs paid by some of the participating entities.
5. The Fiscal Agent will receive and deposit the quarterly reimbursements as referenced under paragraph 5 of this section into the Fiscal Agent's checking account.
6. Said funds will be paid by the Fiscal Agent to some but not all participating county governing authority or Municipal Corporation to reimburse personnel costs appropriately invoiced as referenced under paragraph 3 of this section within ten (10) business days of receipt of monthly reimbursement.
7. Each entity swears, affirms and agrees to ONLY seek reimbursement for uses permitted under the Edward Byrne Memorial Justice Assistance Grant Program.
8. As the DTF is not a separate legal entity, no property, equipment or vehicles shall be titled in the name of the ODTF. All property purchased with local funds appropriated by the county governing authority or Municipal Corporation on behalf of ODTF shall be titled in the name of the local governing authority having financial interest in such property. The use of such property shall be consistent with the requirements of this intergovernmental agreement.

9. The Fiscal Agent shall obtain and maintain any required insurance documentation from each county governing authority or Municipal Corporation.
10. The records, accounts, documents, etc., of the Fiscal Agent relating to the ODTF shall be open for inspection or audit by all entities of this agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the ODTF Operating Board as requested.
11. Once an assignment has been made to the ODTF, some agents will be provided with the necessary equipment (i.e. vehicle, radio and law enforcement equipment) by the task force as funds are available. If fiscal conditions deteriorate to the extent this becomes an undue burden on the task force, the Executive Board could opt to require the participating agencies to fund this expense.

C. ODTF OPERATING BOARD

1. The ODTF shall be administered by the ODTF Operating Board. Each participating sheriff and chief of police, or their designee, shall serve as members of the board. The board will select from its participating law enforcement agencies a chairman to conduct meetings. The members of the board may also select other officers as deemed appropriate. Per CJCC all governing District Attorneys shall be members of the board as well.
2. The board shall meet at least quarterly. A quorum shall be established by the board and official votes of the board may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the board must be taken and retained.
3. The board shall adopt policies and procedures to ensure that the work of the ODTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the ODTF and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under ODTF policy.

4. ODTF operations will be supported through the use of Byrne-JAG funding, appropriations from local governing authorities and the State of Georgia, funding acquired through the Federal Equitable Sharing Program, funding acquired by participating law enforcement entities through the Georgia Uniform Civil Forfeiture Procedure Act and from other sources as authorized under State and Federal law. Upon the seizure and condemnation of property or funds seized through ODTF activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the ODTF, the Chairman of the ODTF Operating Board with the consent of the board shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.
5. The board shall approve or amend the ODTF's annual operating budget as necessary. Within the fiscal limits of said budget, the board may authorize expenditures for acquisition of equipment, supplies, goods services or other commodities necessary for ODTF operation. Any such purchases with funds appropriated by county governing authorities or municipal corporations shall be titled in the name of the local entity responsible for the purpose of such property. The entities may enter into amendments to this intergovernmental agreement or separate agreements regarding the use of such property.
6. It is hereby agreed that cash revenues received as a result of condemnations initiated by the ODTF shall be disbursed as follows:
 - a. The ODTF shall retain 100% of all cash revenue received as a result of forfeitures initiated by the task force. If the State Asset Forfeiture account reaches a balance that is not acceptable to the Control Board this provision may be suspended.
 - b. In cases where members of the Ocmulgee Drug Task Force participate in a Federal investigation, they are authorized to apply for Federal Equitable Sharing. Pursuant to new guidelines issued by the Department of Justice, the Ocmulgee Drug Task Force will utilize the Baldwin County Sheriffs Office as their Fiduciary Agency for Federal Equitable Sharing. Any monies filed on and/or awarded will be deposited in the Baldwin County Sheriffs Office Federal Asset Forfeiture Account.

- c. A quarterly accounting of all state forfeited funds will be kept by the grant administrator. In accordance with the State of Georgia's Title 9 Civil Forfeiture Procedure, all forfeitures transferred to the ODTF must be passed through the governing authority of the jurisdiction of original seizure. In order to comply with State of Georgia's Title 9 Civil Forfeiture Procedure, the ODTF will provide forfeiture documentation to each member as governing authority for accounting purposes only. ODTF forfeitures will be reported annually to the Carl Vinson Institute of Government through the Prosecuting Attorney Council (PAC) documentation system. All retained funds and property forfeited to the ODTF will be utilized for the continuation of the task force project as stipulated by the CJCC and federal guidelines. The proceeds from the sale of property that has been retained and used by the ODTF shall be retained by the ODTF. All forfeited vehicles to be retained by the ODTF will be appropriately titled and insured by Baldwin County. Once said vehicles are disposed of by way of sale or auction, the proceeds shall be retained by the ODTF.
- d. In instances where the Ocmulgee Drug Task Force assists with an investigation initiated and investigated independently by a parent agency or other non-participating agency, the Commander and the affected agency head will reach an agreement as to the fair distribution of forfeitures based on each agency's involvement in the investigation. This may be conducted on a per incident basis or in the form of a written interdepartmental agreement between the Ocmulgee Drug Task Force Commander and the Agency affected. The District Attorney serving the judicial circuit in question will serve as the final decision-maker in issues that fail to be resolved by the Task Force and the affected department head.
- e. The Georgia Bureau of Investigation is not eligible for forfeiture proceeds resulting from state seizures and therefore personnel assigned to the task force by the GBI will not be utilized in this formula. The GBI will participate in the federal asset forfeiture program regarding those cases or seizures that are prosecuted in U.S. District Court. GBI's participation will be determined by the U.S. Attorney's Office.

D. INSURANCE AND LIABILITY

1. Each county governing authority or Municipal Corporation shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of its sheriff's office or police department personnel participating on the ODTF. This insurance policy shall defend and indemnify the county governing authority or municipal corporation and all of its assigned law enforcement personnel assigned to the ODTF. The policy must also defend and indemnify the elected officials, officers, agents, volunteers and employees for any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, arising directly or indirectly from any act or omission of their officials, officers, employees, agents and/or volunteers.
2. Unless otherwise expressly agreed, each county governing authority or municipal corporation shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating law enforcement agencies operating under ODTF policies even where assigned officers are deputized by one or more sheriffs.
3. Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether deputized or otherwise. The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.
4. Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

5. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
6. Any excess or uninsured liability shall be borne proportionately by the county governing authority or Municipal Corporation in accordance with their law enforcement entity's role in the events leading to such liability. This does not include the liability of any individual officer, employee, or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
7. Each county governing authority or municipal corporation shall be responsible for providing insurance coverage for injuries or death to its individual personnel. Each local governing authority will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement entity while they are assigned to the ODTF or are otherwise participating in or assisting with ODTF operations or activities. Each local governing authority waives the right to, and agrees that it will not bring any claim or suit against any other local governing authority for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with ODTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.
8. Each local governing authority shall be responsible for damages to or loss of its own equipment. Each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with ODTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the ODTF by its law enforcement entity.
9. All insurance policies and certificates required under this agreement shall be submitted to the Fiscal Agent within 30 days of signature of this intergovernmental agreement. Such policies and certificates shall be open to inspection by any county governing authority or municipal corporation and copies of the policies or certificates shall be submitted to entities of this

agreement upon written request.

E. COOPERATION OF JURISDICTIONS

1. The sheriffs, county governing authorities and municipal corporations shall cooperate and use their best efforts to ensure that the various provisions of the agreement are fulfilled. All entities of this agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this Agreement and applicable law.

F. MISCELLANEOUS

1. Should a court of competent jurisdiction rule any portion, section or subsection of this intergovernmental agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
2. All entities of this agreement agree that the undersigned official is authorized by the governing bodies of each participating jurisdiction to sign this agreement, and, by affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the governing body of his or her jurisdiction.
3. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file with the governing authority serving as the Fiscal Agent of the Byrne-JAG Grant funding.
4. All operational and management policies will be established and approved by a majority vote of the ODTF Operating Board comprised of the primary executive officer, or designee, of each participating agency. The Operating Board will meet no less than once a quarter and will record and maintain written minutes for all of their meetings. The Executive Board consist of the chairman and two sheriffs. All members of the Executive Board are voted on by the Control Board members. The Executive Board oversees and implements decisions for task force personnel issues and any large financial expenditures.

5. Standard Operating Procedures/Directives governing activities of the Task Force will be adopted as a part of this MOU and will mirror those of the Georgia Bureau of Investigation. In certain instances, GBI directives/SOP may be non-applicable or not readily adaptable to task force operations. In instances where GBI directives/SOP is inconsistent with operational necessity of the Task Force, Task Force Directives may be substituted with approval of the ODTF Operating Board member and a majority vote of the Operating Board.
6. By Laws governing general operational guidelines for the Ocmulgee Drug Task Force will be adopted and agreed to as part of this MOU. The By Laws will include at minimum: (Attachment A)
 - a) A statement of purpose;
 - b) A identification of member agencies;
 - c) Purpose, function, and makeup of the Control Group/Board;
 - d) Identification, selection, and duties of the Commander and Deputy Commander(s);
 - e) A set of procedures governing the selection, training and drug testing of Task Force personnel;
 - f) Identification of area of operation and responsibility;
 - g) A procedure to identify, select and prioritize investigative targets;
7. Adoption of Directives/Policies for Task Force Operations. All personnel assigned to the Task Force will meet or exceed the minimum qualifications established by the Georgia Bureau of Investigation and the Criminal Justice Coordinating Council. Qualifications for Task Force personnel, specifically Task Force Commander, Assistant Commander, Task Force Agents and Administrative Assistants, are described in Attachment A. Personnel seeking assignment to the Task Force will be disqualified for the following:
 - a) Failure of a GBI administered polygraph examination;

- b) Prior convictions for felonies and/or misdemeanors of a high and aggravated nature;
 - c) Use of any illegal drug or combination of illegal drugs, other than marijuana or illegal non-prescription anabolic steroids use, within ten years;
 - d) Use, purchase, or possession of marijuana or non-prescription anabolic steroids within one year;
 - e) Any pattern of drug use, to include marijuana and non-prescription anabolic steroids, that suggests unrehabilitated substance abuse;
 - f) Failure of a drug screening;
 - g) Failure to meet certain financial obligations as determined in a GBI background investigation;
 - h) Certain derogatory information developed as a result of a GBI background investigation.
8. All Task Force personnel will attend appropriate training sessions offered at the Public Safety Training Center and at other locations deemed appropriate by the Task Force Commander and/or the Operating Board unless exempted by the Commander based on an assessment of past experience.
9. Participating local agencies hereby agree that personnel assigned to the ODTF by their agencies as Task Force Agents will be committed to the ODTF unit no less than three years unless released as a result of disciplinary action or at the joint agreement between the ODTF Commander and the affected Operating Board member.
10. The Task Force will coordinate its enforcement efforts with local law enforcement agencies, all District Attorneys from the affected regions, authorized state law enforcement agencies, and federal law enforcement agencies.
11. The Task Force Commander will ensure that Task Force personnel have been sworn in by the GBI Director or his/her designee as GBI Task Force Agents for

the State of Georgia prior to initiating any law enforcement efforts outside of their home agency territory excluding any personnel detached from the Department of Public Safety or other State Agencies. Full liability insurance coverage for each Task Force Agent will be provided by parent agencies. Said Liability insurance coverage will ensure that when conducting law enforcement activities outside the jurisdictional boundaries of their employing agencies, Agents are covered through an active policy within their parent agency. This liability insurance shall be the responsibility of the parent agency providing enforcement authority to the individual Task Force Agents.

12. Task Force personnel will comply with the drug testing policies of the parent agencies, in addition to random drug testing provided by the task force.
13. It is recognized that investigative actions will be carried out by assigned local task force agents in areas located outside the participating Operating Board members' jurisdiction. When operating outside of their respective jurisdictions. Task force agents will do so only with the knowledge and consent of the task force commander.
14. The Task Force Operating Board agrees to abide by the particulars set forth in the Ocmulgee Drug Task Force By-Laws. (Attachment A)
15. The ODTF began in 1989 and will continue until such time the Task Force is deemed non- viable by the stipulations of this agreement. This agreement creates a State and Local Multi-Jurisdictional Drug Task Force. The Georgia Bureau of Investigation agrees to participate as outlined above until such time the task force is dissolved by a unanimous vote of participating local agencies or the task force is no longer viable. The task force will be considered viable as long as no less than two local agencies participate through the assigning of at least one full-time agent. Should the task force be dissolved all grant purchased task force assets will be equally divided among current participating agencies utilizing the same division formula outlined in the distribution of excess forfeited funds section documented above. Remaining cash forfeiture balances will be distributed in the same manner. Agencies that withdraw from task force participation while the task force remains viable relinquish all claim and rights to task force assets. Property purchased by the GBI for task force use will remain the property of the GBI.
16. This agreement has been considered, voted on, adopted and approved by the

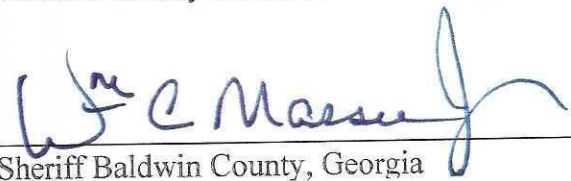
following Operating Board members and Governmental Authorities which also agree that it is subject to revision as deemed appropriate by the Operating Board and the Georgia Bureau of Investigation.

17. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided as of the day and year written on the approved signature pages.

and the Georgia Bureau of Investigation.

17. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided as of the day and year written on the approved signature pages.

Baldwin County Board of Commissioners

_____
Sheriff Baldwin County, Georgia

Date

Date

11/2/23

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Item 7.

BRIAN P. KEMP
GOVERNOR



JAMES C. STALLINGS
DIRECTOR

September 13, 2023

Emily Davis
Chairman
Baldwin County Board of Commissioners
1601 North Columbia Street
Milledgeville, Georgia 31061

Dear Commissioner Davis:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4501-0063, will be used to purchase (200) weather radios to ensure that information being transmitted by the National Weather Service will be available to local government offices, schools, and hospitals. The total approved cost is \$6,267.70 with a federal share of \$5,640.93, a state share of \$251.07, and a local share of \$376.60 to be paid by Baldwin County.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

Valaris Grooms for,
James C. Stallings

tj/rl

Enclosures

cc: Wayne Johnson, EMA Director
Baldwin County Emergency Management Agency
Jason Ritter, Area Coordinator
Georgia Emergency Management and Homeland Security Agency