

Baldwin County Commissioners
Regular Meeting
November 5, 2019
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, November 5, 2019, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair John Westmoreland presiding.

Members Present: John Westmoreland
Henry Craig
Emily C. Davis
Tommy French
Sammy Hall

Also Present: David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

Call to Order

Chair John Westmoreland called the November 5, 2019 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner Tommy French made a motion to approve the minutes of the October 15, 2019 Work Session, the October 15, 2019 Regular Meeting, the October 28, 2019 Called Meeting, the October 30, 2019 Called Mediation Meeting with City, and November 4, 2019 Called Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Presentations

Presentations were made to Steve Somers, who retired as Fire Chief; Victor Young, newly appointed Fire Chief, Firefighter David Ussery, Battalion Chief with the City of Milledgeville Fire Department and Veterans from World War II, Korean War and Vietnam War.

Introductions

Interim County Extension Coordinator Brennan Jackson introduced Abigail Hasty the new Family and Consumer Science Educator for the Baldwin County Extension Service.

Ambulance Contract

Mr. Bill Compton presented an Emergency Medical Services Agreement between Grady Memorial Hospital Corporation and Baldwin County. He stated this contract outlines services to be provided by Grady EMS as an independent contractor. He reported there are no changes to the Agreement; it is the same agreement of services being provided previously to the County.

Vice Chair Henry Craig made a motion to approve the EMS Agreement as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

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

Airport Five Year Capital Improvement Plan (CIP)

GIS Analyst Alex Ferrand present the proposed five year CIP, which outlines the potential Airport projects, for the Board's consideration.

Commissioner Sammy Hall made a motion to approve the Capital Improvement Plan as presented. Vice Chair Henry Craig seconded the motion and it passed unanimously.

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

Resolution to Amend ACCG 457 (b) Plan for County Employees

Assistant County Manager Dawn Hudson presented a Resolution and Amendment #1 to amend the 457 (b) Deferred Compensation Plan for County employees. She stated this amendment would permit plan participants to make Roth contributions to the plan in accordance with and subject to applicable terms of the plan.

Commissioner Emily C. Davis made a motion to adopt the Resolution and Adoption Agreement Amendment #1 as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Resolution and Amendment is herewith attached and made an official part of the minutes at pages _____ and _____.

CJCC Grant Awards

Assistant County Manager Dawn Hudson presented the follow grant awards: District Attorney - \$264,953 with a required match of \$66,238; Solicitor General - \$120,213 with a required match of \$30,054; and Georgia's Porch - \$189,880 with a required match of \$47,470. She stated the match for all three grants will be paid through victim fines.

Commissioner Tommy French made a motion to approve the CJCC Grant Awards as presented. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Old Business

Vice Chair Henry Craig asked for an update on fire hydrants in Waters Edge. County Manager Tobar stated he has not received a response from the City.

Commissioner Emily C. Davis asked for an update on the pool. County Manager Tobar stated a concept plan and estimated budget has been received, and he has reached out to other vendors for quotes.

Chair John Westmoreland asked for an update on the Animal Shelter. County Manager Tobar reported there have been some delays due to vendors getting materials and installing them. Paving contractor will begin within the next few days and expected completion date for paving is November 18th. Painting will be complete this week. Connecting kennels and moving furniture in will follow. Anticipated ribbon cutting for

Animal Shelter and Senior Citizens Center is December 2nd.

New Business

Commissioner Sammy Hall reported there will be significant cost increases for new mandated voting requirements as the result of unfunded mandates from the State. He recommended that the County send a letter to the Secretary of State, with a copy to Governor, expressing concern about this added cost to Counties.

County Manager's Report

County Manager Tobar presented an update on County projects including the CDBG kickoff meeting; West Apron Project groundbreaking, Department of Public Health IGA, administrative building, water meter replacement project and public hearing on proposed amendments to three ordinances that were discussed at the work session.

Public Comment Period

The following people addressed the Board:

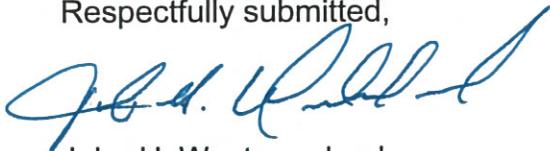
Pam Peacock – Paws for Change paid to have the mobile unit in Baldwin County and it come back to the County in December. Expressed her concern about the enforcement of ordinances and welfare checks on tethered animals.

Judy Veal – Expressed her concern about the \$5,000 spay/neuter grant that was not expended when there is such a dire need for spaying / neutering in the County.

Adjournment

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 6:55 p.m. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Respectfully submitted,



John H. Westmoreland
Chair



Cynthia K. Cunningham
County Clerk

EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement is made and entered into this 5TH day of NOV, 2019 between Baldwin County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("County"), and Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service, a Georgia non-profit Corporation ("Contractor").

WITNESSETH:

WHEREAS, the Board of Commissioners has a responsibility to promote health and support and maintain the health and welfare of the citizens of Baldwin County; and,

WHEREAS, as a result, the County has provided ambulance services, including emergency medical services, to the citizens of the County, pursuant to the provisions of Chapter 11 of Title 31 of the Official Code of Georgia Annotated; and,

WHEREAS, County desires that certain ambulance and medical emergency services be provided to its citizens by Contractor; and

WHEREAS, Contractor is currently a provider of ambulance and emergency medical services in the state and desires to provide ambulance and emergency medical services to the citizens and visitors of the County; and

WHEREAS, County and Contractor desire to enter into a relationship that will provide ambulance and emergency medical services to the citizens of the County in a professional, competent and efficient manner; and

NOW, THEREFORE, the parties agree as follows that, during the initial term of this Agreement, and any renewal thereof:

I. SERVICES TO BE PROVIDED BY CONTRACTOR

- (a) Contractor will provide quality emergency ambulance service and medically necessary ambulance service to the citizens and visitors of/to the County on a 24-hour basis.
- (b) Contractor will meet or exceed all medical, professional and/or legal requirements for licensing as an Emergency Medical Service provider in the State of Georgia.
- (c) Contractor will provide ambulance and emergency medical services in a professional and expeditious manner to all requesters within the County, regardless of location.
- (d) Contractor will transport, at no charge to the County or the employee (other than

what may be paid by the employee's insurance plan), any and all County employees, personnel and prisoners, including, but not limited to, constitutional officers and staff and volunteer firefighters, who require emergency medical services.

- (e) Contractor will manage all day-to-day operations of ambulance medical service, including field operations, assignment of personnel, billing, collections and other operational functions, and will cooperate with the provider of the current 911/dispatch system in the County.
- (f) Contractor will be responsible for all patient billing, equipment maintenance, and continuing education and will implement electronic patient charting (ePCR).
- (g) Contractor will provide to County law enforcement, firefighters and first responders any training that Contractor provides to its own employees at no additional cost (excluding travel expenses and equipment and supplies necessarily related to such training).
- (h) In the event of the need for disaster support, Contractor will provide County GEMA/FEMA/HS with EMS command support, emergency personnel, and resources for mutual aid units as available.
- (i) Patients in County shall have a choice in the medical facility to which they are transported. In keeping with the guidelines as set forth by the State of Georgia, patients with life-threatening conditions shall be transported to the closest appropriate facility for evaluation and stabilization prior to transport to other facilities.

II. PERSONNEL

- (a) Contractor will hire, retain, train and assign all personnel required to support emergency medical service operations pursuant to this Agreement.
- (b) No less than three (3) Advanced Life Support ("ALS") ambulance crews will be on duty at any given time. Each ambulance crew will include personnel necessary to staff one ALS ambulance with a minimum of one (1) person with a Georgia Paramedic license and one (1) person with a Georgia Emergency Medical Technician license. In the event of medical transports away from County, Contractor agrees to provide continuous coverage of one (1) staffed ALS ambulance as described above.
- (c) Contractor will be responsible for providing properly licensed EMS personnel and for monitoring the status of every employee's certification and/or license. Contractor will make available continuing education courses on an annual basis for personnel to maintain their certification and/or license.

- (d) Contractor will maintain at all times a drug-free environment and will ensure that all local, state, and federal laws are followed.
- (e) Contractor will employ a sufficient number of full and part time Emergency Medical Technicians and Paramedics to provide the Services pursuant to this Agreement.
- (f) Contractor will employ at least one (1) manager and support staff person within the region to facilitate delivery of ambulance and emergency services pursuant to this Agreement.

III. VEHICLES, EQUIPMENT, SUPPLIES and PREMISES

- (a) Ambulances/Vehicles.
 - 1. Contractor will provide three (3) fully-operational emergency ambulance units dedicated for specific use for the County 911 system 24/7 and one (1) additional back-up ambulance.
 - 2. Contractor will provide all vehicle maintenance for each ambulance unit.
- (b) Equipment and Supplies. Contractor will provide all essential medical supplies and equipment necessary for emergency medical service pursuant to this Agreement.
- (c) Premises
 - 1. Contractor will conduct operations from the following locations to provide services to County pursuant to this Agreement:
679 W. Martin Luther King Jr Dr., Milledgeville, GA 31061

IV. COMPENSATION

Contractor is authorized to bill and collect all patient fees associated with patient care and transport as provided in Section X below.

V. TERM

- (a) The term of this Agreement will be year to year commencing on 11/5, 2019 and ending on 11/5, 2020 ("Initial Term").
- (b) This Agreement may automatically renew for a period of twelve (12) months (the "Renewal Term"), under the same terms and conditions as provided herein, unless either party sends written notification of termination. Said renewals shall be limited to four (4) automatic renewals, which may extend the provisions of this

Agreement through _____. Either party may terminate this Agreement by notifying the other party, in writing, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

- (c) Pursuant to applicable law, during the Initial Term and any Renewal Term, this Agreement shall terminate absolutely and without further obligation by County at the end of the calendar year and automatically renew at the beginning of the subsequent calendar year, unless otherwise terminated or non-renewed by either party.

VI. RECORDS

- (a) Contractor will keep complete and up to date records of all services rendered under this Agreement, to include, but not be limited to:

1. All calls for transport or assistance
2. All calls responded to by EMS personnel
3. All patient billings and accounts receivable
4. All patient payment receipts
5. All incidents or complaints concerning EMS Services

All records indicated, other than those protected by statute or regulation, shall be provided to the County upon the receipt of a written request.

- (b) Contractor will keep complete and up to date records of all personnel training, continuing education, proficiency tests, evaluations, personnel certifications and any certifications of licenses required by the State of Georgia.

All records indicated, other than those protected by statute or regulation, shall be provided to the County upon the receipt of a written request.

- (c) Within fifteen (15) business days after the close of each month, Contractor will provide the County with monthly reports containing the following, starting from the first to last day of the immediately prior month:

1. Number of 911 calls
2. Number of emergency response runs
3. Number of non-emergency transports
4. Response time for each response run and the number and location of all transports to out of county medical facilities
5. Number of mutual aid response runs
6. Number of mutual aid requests into County

- (d) Contractor will provide County with a copy of its Ambulance License and each annual recertification by the Georgia Department of Public Health. Baldwin County

will maintain the operation zone and license.

- (e) Contractor will provide to County a copy of all personnel certifications required to provide EMS services pursuant to this Agreement, and provide a copy of any recertification of said personnel.
- (f) County will be entitled to audit and review the records and reports, including records related to billing, at any time, subject to reasonable notice.

VII. INDEPENDENT CONTRACTOR

Contractor will perform its obligations under the terms of this Agreement as any independent contractor. Nothing in this Agreement will in any way be construed to appoint or employ Contractor including its employees, officers, agents and subcontractors as an employee, agent or representative of County. The manner and method of providing ambulance and emergency medical services under this Agreement by Contractor will be determined by Contractor in its sole discretion, subject to the limitations contained herein. This Agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.

VIII. MUTUAL AID AGREEMENT

- (a) Contractor understands that County may be a party to executed and enforceable agreements with other governments to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). Contractor will adhere to and comply with any existing and enforceable Mutual Aid Agreements that require County to lend ambulance service/mutual aid assistance.
- (b) Contractor will secure agreements with other ambulance services, public or private, in or near the service area of County to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). The Mutual Aid Agreements will specify the conditions under which mutual aid will be rendered. Contractor will comply with the provisions of the Mutual Aid Agreement(s) in response to any call for assistance from nearby ambulance services. Copies of all Mutual Aid Agreements will be provided to the County. At no time will Contractor's compliance with any such Mutual Aid Agreements interfere with Contractor providing services to the County as required by this Agreement. No agreement, contract or other instrument (written or otherwise), executed or agreed upon by the Contractor without the written consent of the County, shall be construed as binding upon the County.

Contractor will work in cooperation with the County's First Responders to continue the cooperative effort to allow EMS and First Responders employed with the County, to complement one another's services.

IX. COLLECTIONS

- (a) Contractor will have the authority and the responsibility to impose a service charge to patients utilizing emergency or non-emergency medical services. All patient charges will be enumerated on a fee schedule that will be available to the County.
- (b) For and during the term of this contract, and the extensions thereof, all collections from patient services will belong to Contractor and said collections will not be remitted to County.
- (c) Contractor maintains the right to adjust its fee schedule as a percentage markup of the current year's Medicare reimbursement rate. Contractor's rate will not exceed 250% of the current year's Medicare Fee Schedule.

X. INSURANCE

- (a) Contractor will maintain and provide certification of insurance and/or copy of policy for:
 - 1. General liability in an amount not less than two million dollars (\$2,000,000) for each occurrence of bodily injury and/or property damage.
 - 2. Vehicle liability in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or property damage.
 - 3. Professional liability in an amount not less than one million dollars (\$1,000,000) for each claim, which may be provided through its customary self-insured retention fund.
 - 4. Contractor will provide worker's compensation and employer's liability insurance in amounts required by and in conformance with Georgia law.
- (b) No vehicle will be operated by Contractor or any of its employees, agents or representatives unless there is insurance coverage in effect as provided herein.
- (c) Contractor will provide evidence of all coverage to County in the form of Certificates of Insurance, including any excess coverage.

XI. RESPONSE TIME

Response time is a critical element of any professional ambulance and emergency medical service. Contractor will employ sufficient personnel and resources to minimize response time as much as is practical utilizing proper safety procedures.

XII. TERMINATION

(a) Prior Notice and Opportunity to Cure:

Except for termination as specified in Section V, termination of this Agreement will be for cause. Prior to giving Notice of Termination, either party will give the other specific written notice of and demand to cure the defaults which are itemized in the notice. Such demand shall provide that the other party has thirty (30) days from receipt of the notice to cure.

(b) Notice of Termination:

In event of failure to cure within thirty (30) days, or such longer period as may be provided elsewhere in this Agreement as to a specific type of default, this Agreement may be terminated by the aggrieved party for cause upon thirty (30) days' notice to the other party, itemizing the event(s) of default giving rise to such notice. Termination for cause may include the following reasons:

1. Failure of Contractor to provide equipment and supplies pursuant to paragraph III.
2. Failure of Contractor to carry insurance coverage pursuant to paragraph X.
3. Failure of Contractor to respond to calls in a timely fashion pursuant to paragraph XI.
4. Any breach of a material provision by this Agreement by either party.

XIII. NOTICE

Any notice under this Agreement will be in writing and delivered in person, by US Postal Service (certified with return receipt), or by private courier service (UPS, FED Ex, etc.). Any notice will be addressed to the parties at the following addresses:

Baldwin County
Attn: County Manager

Copy to:
County Attorney

South Georgia Emergency Medical
Service
Attn: Bill Compton, SVP
745 Memorial Drive, S.E.
Atlanta, Georgia 30316

Copy to:
Grady Health System
Attn: General Counsel
80 Jesse Hill Jr. Drive, S.E.
Atlanta, Georgia 30303

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement providing for ambulance and emergency medical services and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. Any changes, amendments or modifications to this Agreement must be in writing and signed by both parties. It is understood and agreed that email correspondence will not constitute "writing" as required by this Agreement.

XV. INDEMNIFICATION

- (a) Contractor agrees to defend, indemnify and hold harmless County, its commissioners, employees, representatives and agents from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by, relating to, or arising out of any act or omission by Contractor, its directors, officers, employees, agents or representatives in connection with Contractor's performance or non-performance of its obligations under this Agreement.
- (b) To the extent permitted by law, County agrees to defend, indemnify and hold harmless Contractor and its officers, employees and agents from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by relating to, or arising out of any act or omission by County, its commissioners, employees, agents or representatives in connection with County's performance or non-performance of its obligations under this Agreement.

XVI. ASSIGNMENT

No right or obligation under this Agreement may be assigned, delegated or transferred by one party to a third party without the express written consent of the other party to this Agreement. Any attempted or purported assignment without such consent should be considered null and void. Such consent will not be unreasonably withheld or denied.

XVII. GOVERNING LAW

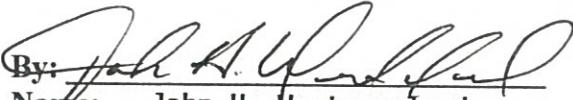
This Agreement will be subject to and governed by the laws of the State of Georgia.

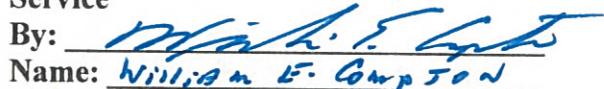
XVIII. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

Baldwin County, Georgia

**Grady Memorial Hospital Corporation
d/b/a South Georgia Emergency Medical
Service**

By: 
Name: John H. Westmoreland
Title: Chair
Date: November 5, 2019

By: 
Name: William E. Compton
Title: SVP
Date: 11-19-19

Attest: 
County Clerk

**AIRPORT MLJ
MILLEDGEVILLE, GEORGIA
FIVE YEAR CIP**

Airport Name: BALDWIN COUNTY AIRPORT (MLJ)

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2021	Tree Clearing & Landscaping Remediation Design / Bid - Road Obstruction Remediation	\$ 375,000	\$ 337,500	\$ 18,750	\$ 18,750
		\$ 95,000	\$ 85,500	\$ 4,750	\$ 4,750
	2020 Total	\$ 470,000	\$ 423,000	\$ 23,500	\$ 23,500
2022	Avigation Easements Construction - Road Obstruction Remediation Environmental Assessment - Parallel Taxiway Relocation	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
		\$ 1,000,000	\$ 900,000	\$ 50,000	\$ 50,000
		\$ 75,000	\$ 67,500	\$ 3,750	\$ 3,750
	2021 Total	\$ 1,375,000	\$ 1,237,500	\$ 68,750	\$ 68,750
2023	Design / Bid - Parallel Taxiway Relocate, Runway, and Apron Rehab	\$ 95,000	\$ 85,500	\$ 4,750	\$ 4,750
	2022 Total	\$ 95,000	\$ 85,500	\$ 4,750	\$ 4,750
2024	Construct - Parallel Taxiway Relocate	\$ 2,235,000	\$ 2,011,500	\$ 111,750	\$ 111,750
	2023 Total	\$ 2,235,000	\$ 2,011,500	\$ 111,750	\$ 111,750
2025	Design / Bid - Hangar Site Prep, Paving, and Lighting	\$ 95,000	\$ 85,500	\$ 4,750	\$ 4,750
	2024 Total	\$ 95,000	\$ 85,500	\$ 4,750	\$ 4,750
TOTALS		\$ 4,270,000	\$ 3,843,000	\$ 213,500	\$ 213,500

**RESOLUTION TO AMEND
THE ACCG 457(b) DEFERRED COMPENSATION PLAN
FOR BALDWIN COUNTY EMPLOYEES**

WHEREAS, Baldwin County, Georgia (the "Employer"), by and through the Baldwin County Board of Commissioners, maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Baldwin County Employees (the "Plan") for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Employer desires to amend its Adoption Agreement, effective upon approval of Commissioner, to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

NOW THEREFORE, the Baldwin County Board of Commissioners hereby resolves as follows:

RESOLVED, that the Board of Commissioners hereby approves the attached Adoption Agreement Amendment #1 to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Baldwin County Employees;

FURTHER RESOLVED, that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

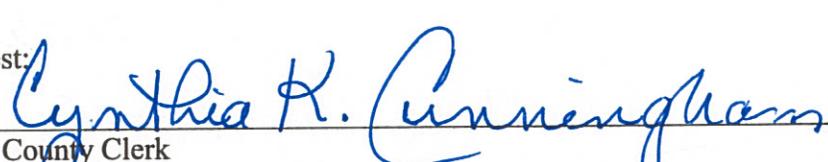
FURTHER RESOLVED, that any resolution in conflict with this resolution is hereby repealed.

This 5 day of November, 2019.

BALDWIN COUNTY

By: 
Chair, Baldwin County Board of Commissioners

Date: November 5, 2019

Attest:
By: 
County Clerk

Date: November 5, 2019

**ADOPTION AGREEMENT AMENDMENT #1 TO
ACCG 457(b) DEFERRED COMPENSATION PLAN FOR BALDWIN
COUNTY EMPLOYEES**

This Amendment is made and entered into by Baldwin County, Georgia ("the Employer"), by and through the Baldwin County Commissioners.

WITNESSETH:

WHEREAS, the Employer maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Baldwin County Employees (the "Plan") for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of its Adoption Agreement; and

WHEREAS, the Employer desires to amend its Adoption Agreement, effective upon approval by the Board of Commissioner, to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

NOW, THEREFORE, the Employer hereby amends the Adoption Agreement as follows:

1. Adoption Agreement Section 3.02, Participant Contributions, is amended in its entirety to read as follows:

Section 3.02 PARTICIPANT CONTRIBUTIONS

Roth Contributions

Permitted

Not Permitted

Amendment Effective Date:

Upon approval of
Board of Commissioners

11/5/19

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

BALDWIN COUNTY

By: _____

Title: _____

Date: _____

John D. ...

Chair

November 5, 2019