

Baldwin County Commissioners  
Regular Meeting  
November 19, 2019  
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, November 19, 2019, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Vice Chair Henry Craig presiding.

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

Members Absent: John Westmoreland

Also Present: David McRee  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham  
Jill Adams

Call to Order

Vice Chair Henry Craig called the November 19, 2019 Regular Meeting to order at 6:00 p.m.

Public Hearing on Proposed Budget for FY 2020

Vice Chair Henry Craig called the Public Hearing to order on the proposed budget for FY 2020. He stated notice of the public hearing was published as required, and the purpose of the hearing is to receive public comments and input on the proposed budget for the January 1, 2020 to December 31, 2020 County Fiscal Year.

County Manager Carlos Tobar reported a copy of the proposed budget was made available for public review in the Commissioners' office, on the County website and at the Mary Vinson Memorial Library.

Mr. Tobar presented the proposed budget for the period January 1, 2020 – December 31, 2020. He stated the budget which consists of: General Fund; Special Service District Funds including Unincorporated General Services Fund, Solid Waste District Fund, and Water / Sewer Fund; and Special Revenue Funds including Drug Treatment, E911, Law Library, Drug Task Force, Drug Education, Drug Seizure, Jail Inmate, Power Point Training Facility and the Hospital Special Service District. He stated the Special Service District Funds total \$9,599,000 and provide services for the unincorporated area only. Mr. Tobar stated the General Fund totals \$21,231,000. He presented a breakdown of Special Revenue Funds and the Water / Sewer Enterprise Fund.

Mr. Tobar discussed the Special Purpose Local Option Sales Tax which was extended by referendum in March 2017 with collections beginning April 2018 with the expiration in March 2024. He presented an update on projects including the Administrative building, Courthouse renovations, law enforcement facilities and equipment, health facilities, recreation facilities; fire administration facilities and equipment; economic development; public works facilities and equipment; roads and bridges; water and sewer; animal control facilities and equipment and City projects.

Vice Chair Craig opened the floor for public comments / questions on the proposed FY 2020 budget.

Mr. Jonathan Styre, Forte Drive, questioned why the proposed budget did not include a Contingency Fund. Vice Chair Craig stated the proposed budget is a working document and changes can be made to the FY 2020 budget until it is adopted. Mr. Styre asked about the increase in the budget for elections. Vice Chair Craig discussed the change in State mandated regulations regarding new voting procedures and equipment. He stated these costs are being passed on to counties with a minimal amount of the cost being provided at the State level. Commissioner Sammy Hall commented that additional supplies, more training for poll workers and possible modifications to polling places will be costs to the County associated with elections.

Ms. Cindy Humphrey asked if the County would be asking the State for assistance with these additional costs. Commissioner Sammy Hall responded he felt the County should send a letter to the Secretary of State, with a copy to the Governor, expressing concerns about the extra expenses associated with elections.

Assistant County Manager Dawn Hudson added that elections and voter registration costs increased this year. She stated there were no elections held in the past year; however, there could be as many as seven (7) elections in the upcoming year.

There being no more public comments, the Public Hearing was adjourned at 7:15 p.m. by unanimous vote upon motion of Commissioner Emily C. Davis, seconded by Commissioner Sammy Hall.

#### Approval of Minutes

Commissioner Sammy Hall made a motion to approve the minutes of the November 5, 2019 Work Session and the November 5, 2019 Regular Meeting as submitted. Commissioner Tommy French seconded the motion and it passed unanimously.

#### Intergovernmental Agreement (IGA) with Department of Public Health

County Manager Carlos Tobar presented an Intergovernmental Agreement between the County and the Department of Public Health for construction of a new health department facility to be located on Highway 22 West.

He reported the IGA outlines the obligations of the Board of Health to fund the project through its restricted fund balance in the amount of \$2,178,320.00 which shall be transferred to a bank account established by Baldwin County and with funds from the North Central Health District WIC Program in the amount of \$235,994.00 to be drawn down and paid directly to the County upon completion of the project's WIC space. The IGA further provides definitions and rules of construction, issuance of obligations in the event the project is completed under budget, title to project, disbursements for project activities, liabilities, remedies on default by either party and miscellaneous items addressing terms and reporting requirements.

Commissioner Sammy Hall asked what provisions are included in the IGA to over cost overruns should there be any. Mr. Tobar stated this is addressed in Section 4.03 and states the Board of Health shall pay the excess of project overruns.

Commissioner Sammy Hall made a motion to approve the Intergovernmental Agreement with the Board of Health as presented. Commissioner Tommy French 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 \_\_\_\_\_.

Workforce Investment Opportunity Act (WIOA) Grant Awards

Assistant County Manager Dawn Hudson presented the following two (2) WIOA grant awards for the period October 1, 2019 through June 30, 2021: Adult Program – funds in the amount of \$588,295 and Dislocated Worker Program in the amount of \$812,478.

Commissioner Emily C. David made a motion to accept the Adult Program and Dislocated Worker Program grant awards as presented. Commissioner Tommy French seconded the motion and it passed unanimously.

FY 2021 Section 5311 Transit Grant Application

Assistant County Manager Dawn Hudson presented a Resolution authorizing the filing of an application with the Georgia Department of Transportation and the US Department of Transportation for a grant for public transportation assistance under Section 5311. She stated the FY 2021 grant has a proposed total operating budget of \$156,104.00 and proposed capital budget of \$3,200.00 for a total of \$159,304.00. She reported the County's share for the operating and capital budget is \$78,372.00. Ms. Hudson reported this amount is included the proposed County budget.

Commissioner Emily C. Davis made a motion to adopt the Resolution as presented and to authorize the Chair to execute related documents. Commissioner Tommy French seconded the motion.

Commissioner Sammy Hall stated he realizes this is a much needed service; however, he feels it is a most inefficient use of County funds. He stated the service needs to be revamped so it can be provided more effectively and efficiently; but, there are State program requirements that must be followed. Commissioner Tommy French reiterated the fact that the program needs improvement; but, this is all there is until a better solution can be found. Commissioner Emily C. Davis recommended that County Manager Tobar meet with the Fire Chief and interested citizens to see where improvements can be made.

Vice Chair Craig called for a vote to adopt the Resolution as presented, and the motion passed by the following vote: Aye: Davis, French Nay: Hall

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

Contract for County Manager

Commissioner Emily C. Davis made a motion to table action on the Contract until further review. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Resolution Supporting Home Rule for Counties

Vice Chair Henry Craig reported there is an initiative at the State to set standards statewide for building design standards in single and double-family dwellings thereby eliminating locally tailored approaches to design standards. He said he felt local officials are elected to make decisions that are best for their communities and they should be empowered to enforce building design standards for the safety and welfare of the citizens of Baldwin County. He recommended the Board adopt the Resolution Supporting Home Rule for Counties, and the Resolution be forwarded to ACCG.

Commissioner Sammy Hall made a motion to adopt the Resolution as presented. Commissioner Tommy French seconded the motion and it passed unanimously.

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

### Old Business

Vice Chair Henry Craig asked for an update on fire hydrants in Waters Edge. County Manager Tobar stated he had received word from the City that they are working on it.

### New Business

There was no new business to come before the Board.

Commissioner Emily C. Davis requested a point of privilege. She read a statement regarding the continuing SDS negotiations with the City. She stated her district mainly lies within the incorporated area, and she feels the County and City must come to agreement in the best interest of all citizens.

### County Manager's Report

County Manager Tobar presented an update on County projects including the CDBG sewer line design; West Apron Project construction; kickoff meeting for the multipurpose trail; Department of Public Health groundbreaking and pre-construction meeting; groundbreaking ceremonies for the Water Meter Project, Senior Center and Animal Shelter; and the public hearing on proposed amendments to three ordinances that will be held December 3, 2019.

### Public Comment Period

The following people addressed the Board:

Gregory Barnes – Expressed his concern about the continued SDS issues with the City and County bringing the consolidation movement back to the forefront.

Pam Peacock – Reported Paws for Change, Judy Veal and volunteers have collected donations to purchase a dishwasher and hydraulic lift table for the Shelter. She requested the volunteers be sent thank you notes by the County. She presented an update on the SAFE mobile unit that will be in the County on December 4<sup>th</sup>. She stated thirty-three (33) appointments have been made for that day.

### Adjournment

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 6:50 p.m. Commissioner Tommy French seconded the motion and it passed unanimously.

Respectfully submitted,



Henry R. Craig  
Vice Chair



Cynthia K. Cunningham  
County Clerk

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**BALDWIN COUNTY BOARD OF COMMISSIONERS**

**BALDWIN COUNTY, GEORGIA**

**and**

**BALDWIN COUNTY BOARD OF HEALTH**

**Dated as of November 19, 2019**

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**RELATING TO FUNDING FOR PROJECTS  
OF BALDWIN COUNTY BOARD OF HEALTH  
AND ON BEHALF OF BALDWIN COUNTY BOARD OF COMMISSIONERS**

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## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT**, dated as of November 19, 2019, (this “**Agreement**”), made and entered into by and between **BALDWIN COUNTY BOARD OF HEALTH** (the “**Board of Health**”), a statutory agency, duly created and existing pursuant to the Constitution and laws of the State of Georgia, specifically including O.C.G.A. Title 31, Chapter 3 (the “**Act**”) and **BALDWIN COUNTY, GEORGIA** (the “**County**”), a county government and a political subdivision of the State of Georgia, created under Article IX, Section III, Paragraph II of the Constitution of Georgia, acting by and through its Chairman and Board of Commissioners.

### WITNESSETH:

**WHEREAS**, the Board of Health would further the public purposes of the Baldwin County Health Department by funding the various costs associated with the construction of a new health department clinic facility (collectively, the “**Project**”); and,

**WHEREAS**, the Board of Health agrees to fund the Project with its restricted fund balance in the amount of Two Million One Hundred Seventy-Eight Thousand Three Hundred Twenty and 00/100 Dollars (\$2,178,320.00), which shall be transferred on November 19, 2019, or as soon thereafter as possible but no later than November 26, 2019, and with funds from the North Central Health District WIC Program of Macon, Georgia in the amount of Two Hundred Thirty-Five Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$235,994.00), which shall be drawn down and paid directly to the County when the Project’s interior WIC space is complete; and,

**WHEREAS**, the Board of Health is a statutory agency duly existing pursuant to Georgia law, specifically the Act; and,

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority (which would include the Board of Health) for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and,

**WHEREAS**, for purposes of this Agreement, “**Project Costs**” shall include all such costs as are permitted (but not restricted) by Georgia law for the use of the Board of Health’s funds, and determined by the Board of Health as required for the Project, including (i) costs of construction, purchase, or other form of acquisition; (ii) costs of property and of all facilities related thereto, and any rights or undivided interest therein, easements, franchises, water rights, fees, permits, approvals, and licenses, and costs of securing and the preparation of applications therefor; (iii) financing, costs, charges, and interest; (iv) costs of engineering, legal services, agents for financial and other advice or supervision; (v) cost plans and specifications and all expenses necessary or incidental to the construction, purchase, or acquisition of the completed

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Project or to determine the feasibility or practicability of the Project not to exceed allotted budget; and,

**WHEREAS**, the Board of Health and the County propose that: the Baldwin County Board of Commissioners be authorized to establish a bank account solely for the purpose of transferring the Board of Health's funds for the sole purpose of constructing a new health department clinic facility; and,

**WHEREAS**, the County will coordinate with the Board of Health to provide that each payment by the County to the construction contractor for the Project (each, an "**Obligation**") will be issued pursuant to appropriate legal authorization and be evidenced and authorized by an authorization and approval of both the Board of Health representative and the County government representative (each, an "**Obligation Authorization**"); The Board of Health delegates check signing authority to Colin Duke, on behalf of the Board; and,

**WHEREAS**, the County's construction contract for the Project with the construction contractor shall include failure to perform penalties should the Project not be completed timely by the contractor;

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Board of Health and the County hereby agree as follows; provided, that in the performance of the covenants and agreements of the Board of Health herein contained, any obligation it may thereby incur for the payment of money shall not be required to be general debt of the Board of Health but shall be payable out of the proceeds derived from the sale of any such Obligation and the revenues and receipts derived from the County pursuant to this Agreement.

## **ARTICLE I**

### **DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01 Definitions.** All words and phrases not otherwise defined in this Agreement shall have the meanings ascribed to them in the Act.

**Section 1.02 Rules of Construction.** The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise specified.

**Section 1.03 Recitals Incorporated Herein.** The recitals set forth above are incorporated in this Agreement by this reference.

**ARTICLE II**  
**REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

**Section 2.01 Representations, Warranties, and Agreements of the Board of Health.** The Board of Health represents, warrants, and agrees that:

(a) The Board of Health is a statutory agency created and existing under the Act and, unless otherwise required by law, shall maintain its agency existence so long as this Agreement is in effect. Under the provisions of the Act, the Board of Health is authorized to enter into and carry out the transactions contemplated by this Agreement and the Project;

(b) There is no litigation or proceeding pending, or to the knowledge of the Board of Health threatened, against the Board of Health or against any other party which would have a material adverse effect on the right of the Board of Health to execute this Agreement or the ability of the Board of Health to comply with any of its obligations under any Obligation, or any other documents contemplated to be executed by the Board of Health in connection with the issuance and delivery of any Obligation or in carrying out the Project;

(c) This Agreement, upon execution of the same, will constitute the legal, valid and binding obligation of the County in accordance with its terms, and performance by the County and the construction contractor for the Project of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the County is a party or by which the County is bound; and,

(d) Except as herein authorized and/or in connection with any Obligation issued related to the Project, the Board of Health will not encumber any part of its interest in monies to be paid by the County to the Board of Health under this Agreement (the “**Revenues**”). The pledge made of the Revenues payable under this Agreement constitutes a first and prior pledge of, and lien on, said Revenues and any Obligations hereafter issued on parity with other Obligations secured by the Revenues under this Agreement, and said pledge shall at no time be impaired by the Board of Health, and the Revenues shall not otherwise be pledged.

**Section 2.02 Representations, Warranties, and Agreements of the County.** The County represents, warrants, and agrees as follows:

(a) The County is a political subdivision of the State, having the power to enter into and execute, deliver and perform this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement and the Act, and no approval or other action by any governmental agency or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the date of delivery of any Obligation authorized to be issued by the Board of Health hereunder;

(b) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against or affecting the County, nor to the best of the knowledge of the County is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or which, in any way, would

adversely affect the validity or enforceability of any Obligation, this Agreement, any Obligation Authorization or any other documents contemplated to be executed in connection with the issuance and delivery of any Obligation;

(c) This Agreement, upon execution of the same, will constitute the legal, valid and binding obligation of the County enforceable in accordance with its terms, and performance by the County of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the County is a party or by which the County is bound;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor): (i) attempting to limit, enjoin or otherwise restrict or prevent the County from acting on behalf of the Board of Health under this Agreement; (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices; or, (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement; or, (B) materially adversely affect (1) the financial condition or results of operations of the County; or, (2) the transactions contemplated by this Agreement; and

(e) No actions will be taken by the County which shall in any way impair the exclusion of interest on any Obligation authorized to be issued by the Board of Health hereunder from federal taxation, though any such representations, covenants and conditions as to said exclusion, if any, will be made by the Board of Health as set forth in the respective Obligation Authorization.

### **ARTICLE III ISSUANCE OF OBLIGATIONS**

**Section 3.01 Obligations.** If the Project is completed under budget, then any surplus funds shall be given to the Board of Health. Additionally, if the payments provided by the County on behalf of the Board of Health under this Agreement are insufficient in determination to allow for direct or “pay-as-you-go” payment in connection with the Project or any sub-component thereof, in order to provide funds to finance the Project Costs, the Board of Health, in accordance with the Act, may enter into a further discussions related to Obligations, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein, be for the benefit and security of any Obligation. The County shall notify the Board of Health by letter, as provided for notices delivered under this Agreement, of each such Obligation undertaken by the Board of Health upon receipt thereof.

### **ARTICLE IV TITLE TO PROJECT; FINANCING OF PROJECT; COMPLETION**

**Section 4.01 Title; Payment for and Financing of Project.** The Project and all sub-components shall be titled in the name of Baldwin County, Georgia. The Project Costs are being paid and/or financed in furtherance of the Board of Health’s and the County’s public purposes. The Board of Health hereby agrees to use their Revenues to fund the Project to satisfy the

Obligations to finance the Project Costs, which may be secured by the Revenues and thereby cause the Project to be paid for in accordance with the provisions hereof and of the Act, and the County hereby agrees to make the payments provided for in Section 5.01 hereof in accordance with the provisions of this Agreement.

**Section 4.02 Disbursements for Project Activities.** The County, directly or as the agent of the Board of Health, shall make disbursements of the Revenues to the construction contractor for the Project as set forth. The County may pay by checks or wire transfers as directed by the Board of Health directly in connection with Project sub-components to sellers, vendors, or contractors.

**Section 4.03 Completion of Project if Revenues Insufficient.** In the event the Revenues for payment of the Project Costs are not sufficient to pay the Project Costs in full, the Board of Health shall use its best efforts to cause the Project to be completed and the Board of Health shall pay that portion of the Project Costs in excess of the moneys available therefor from the Revenues.

## **ARTICLE V**

### **AGREEMENT FOR PAYMENT BY THE BOARD OF HEALTH**

**Section 5.01 Provision of Revenues by the County.** Pursuant to this Agreement, the County agrees to provide the Revenues under this Agreement from the funds of the Board of Health as follows: The Board of Health's restricted fund balance in the amount of Two Million One Hundred Seventy-Eight Thousand Three Hundred Twenty and 00/100 Dollars (\$2,178,320.00) shall be transferred on November 19, 2019 or as soon thereafter as possible but no later than November 26, 2019; and, the funds from the North Central Health District WIC Program of Macon, Georgia in the amount of Two Hundred Thirty-Five Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$235,994.00) shall be drawn down and paid directly to the County when the Project's interior WIC space is complete.

**Section 5.02 Manner and Place of Payments.** The payments to be made pursuant to Section 5.01 hereof shall be made as follows:

(a) The Board of Health's funds shall not be authorized for disbursement without first obtaining the written approval of the Board of Health's project manager.

(b) In keeping with their cooperative relationship, the County and the Board of Health may pre-pay, postpone or delay any payment date of the Revenues set forth under this Agreement to the mutual benefit of the same and/or at the request of the County within a period of 180 days before or after said payment date may otherwise come due, provided that: (i) no such pre-payment, postponement, or delay will result in payment or performance delay or default of the Board of Health under any Obligations or any Obligation Authorization to which this Agreement may be pledged; and, (ii) any such pre-payment, postponement, or delay is under the mutual written consent of both the Chairperson of the Board of Health and the Chairman of the County Commissioners.

Additionally, the County's construction contract for the Project with the construction contractor shall include failure to perform penalties should the Project not be completed timely by the contractor.

**Section 5.03 RESERVED**

**Section 5.04 County's Remedies.** If the Board of Health shall fail to perform any of its agreements in this Agreement, the County may institute such action against the Board of Health as the County may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the County to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The County, at its own cost and expense, and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the County deems reasonably necessary to secure or protect its rights in which event the Board of Health agrees to cooperate fully with the County.

**ARTICLE VI  
LIABILITY**

**Section 6.01 Limited Liability.** No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Board of Health or the County contained in this Agreement or in any Obligation or respective Obligation Authorization for any claim based hereon or thereon against any member, director, officer, employee or agent of the Board of Health or the County or of any successor thereto, in his or her individual capacity, either directly or through the Board of Health, whether by virtue of any constitutional provision, statute or rule of law. This Agreement, any Obligation, and each Obligation Authorization are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer, employee or agent of the County, the Board of Health or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Board of Health and the County and all personal liability of any character against every such member, director, officer, employee and agent is, by the execution of this Agreement, expressly waived and released. The immunity of members, directors, officers, employees and agents of the Board of Health and the County under the provisions contained in this Section 6.01 shall survive the termination of this Agreement.

**ARTICLE VII  
DEFAULT; REMEDIES**

**Section 7.01 Events of Default Defined.** The following shall be "events of default" under this Agreement and the term "event of default" shall mean, whenever used in this Agreement, any one of the following events:

(a) Failure by the County to pay when due any amount required to be paid under this Agreement; or,

(b) The County shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the County and such default shall

continue for a period of 30 days after written notice has been given to the County by the Board of Health; provided, however, that if, by reason of *force majeure*, the County is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the Board of Health or the obligations relating to the payments to be made under any provision of this Agreement), the County shall not be deemed in default during the continuance of such inability to perform. The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County. The County will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the County from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County; or,

- (c) An "Event of Default" shall have occurred under any Obligation Authorization.

**Section 7.02 Remedies on Default by County.**

(a) Upon the occurrence and continuance of an Event of Default under Section 7.01 hereof for a period of thirty (30) days after written notice has been given to the County by the Board of Health or any holder of an Obligation, the Board of Health may: (i) by written notice to the County, declare the payments to be made under Section 5.01 hereof to be immediately due and payable; and, (ii) take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the County under Section 5.01 hereof. No remedy conferred upon or reserved to a holder of any Obligation is intended to be exclusive of any other available remedy or remedies (including, but not limited to a writ of mandamus), but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, subject to the provisions of the respective Obligation Authorization.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 7.02 shall be applied in accordance with the respective Obligation Authorization to the extent the provisions of the respective Obligation Authorization relate to such amounts.

**Section 7.03 Attorneys' Fees and Expenses.** In the event the County should default under any of the provisions of this Agreement and the Board of Health or any Obligation holder shall employ attorneys or incur other expenses for the collection of the amounts payable

hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the County herein contained, the County, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred. Likewise, in the event the Board of Health should default under any of the provisions of this Agreement and the County shall employ attorneys or incur other expenses for the enforcement, performance or observance of any obligation or agreement on the part of the Board of Health herein contained, the Board of Health, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

**Section 7.04 No Waiver of Breach.** In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 7.05 County Authorized to Cure Default of the Board of Health.** With regard to any default on the part of the Board of Health under this Agreement or under any Obligation Authorization, the Board of Health hereby vests the County with full power, for the account of the Board of Health, to perform any obligation in remedy of such default in the name and stead of the Board of Health with full power to do any and all things and acts to the same extent that the Board of Health could do and perform any such acts.

**Section 7.06 Failure to Enforce Agreement Not a Waiver.** The failure of the Board of Health or a holder of any Obligation to enforce any agreement, condition, covenant or term by reason of any default or breach by the County shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

## **ARTICLE VIII** **TERM; MISCELLANEOUS**

**Section 8.01 Term of this Agreement.** This Agreement shall be in full force and effect from the date of delivery hereof until the earlier of: (i) completion of Project, or (ii) such time as all Revenues to be paid under this Agreement shall have been paid, all reporting requirements shall have been fulfilled, and provision for payment of any Obligation shall have been made in accordance with any Obligation Authorization, and all payments due or to become due thereunder have been made (the “Term”).

**Section 8.02 Reporting Requirements.** The County shall furnish to the Board of Health the following information or reports:

(a) Contractor draw down request within five (5) business days of the County’s receipt of the draw down request so that such request can be approved by the Board of Health Project Manager;

(b) Within 30 days from the end of the Board of Health’s calendar month, or earlier upon the request of the Board of Health, a copy of bank statements, contracts, and receipts related to Project; and

(c) Such other information as may be reasonably requested by the Board of Health relating to expenditure of the Revenues and progress of the Project.

**Section 8.03 Notices.** All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Board of Health, the County, and holder of any Obligation as authorized hereunder, as applicable, if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Baldwin County Board of Health: Baldwin County Health Department  
953 Barrows Ferry Rd., NE  
Milledgeville, GA 31061  
Attn: Janet Harrison D.D.S, Chairman  
Fax: 478-749-6976

with a copy, which shall not constitute notice, to: Lisenby & Associates, L.L.C.  
Post Office Box 4101  
Macon, GA 31208  
Attn: Blake Edwin Lisenby, Esq.  
Fax: (478) 621-7378

If to the County: Baldwin County  
121 N Wilkinson St #209  
Milledgeville, GA 31061  
Attn: Carlos Tobar, County Manager  
Fax: (478) 452-2003

with a copy, which shall not constitute notice, to: Baldwin County Attorney's Office  
Post Office Box 1310  
Milledgeville, GA 31059  
Attn: J. David McRee, Esq.  
Fax: (478) 453-3233

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Section 8.04 Binding Effect; No Partnership or Agency.** This Agreement shall inure to the benefit of and shall be binding upon the Board of Health and the County, and their respective successors and assigns. No partnership or agency relationship among the parties shall be created as a result of this Agreement.

**Section 8.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.06 Entire Agreement; Amendments and Modifications; Waiver.** This Agreement constitutes the entire understanding between the parties with respect to the subject

matter of this Agreement and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by all of the parties. Any provision of this Agreement may be waived only in a writing signed by the party to be charged with the waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement. Subsequent to the initial issuance of any Obligation and prior to the payment in full of any such Obligation, this Agreement may not be amended, changed, modified or altered except as provided in the respective Obligation Authorization and with the consent of the holder of said Obligation.

**Section 8.07 Execution Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.08 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

**Section 8.09 Law Governing Construction of Agreement.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Board of Health and the County have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**BALDWIN COUNTY BOARD OF HEALTH**

By: Janet Harrison D.D.S  
Janet Harrison D.D.S, Chairman

Signed, sealed and delivered  
in the presence of:

Cathy Ryan, RN  
Witness

MA J. Druey  
Notary Public

My Commission Expires:

June 18, 2021

[NOTARY SEAL]

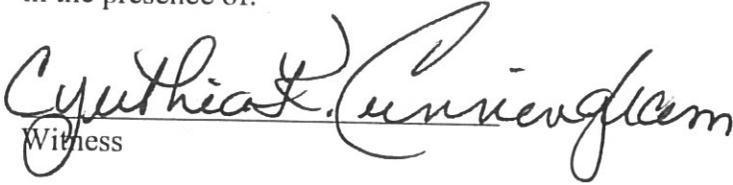
[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

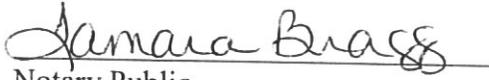
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BALDWIN COUNTY, GEORGIA

By:   
John H. Westmoreland,  
Chairman of the County Commissioners

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public

My Commission Expires:

**MY COMMISSION  
EXPIRES**

**MARCH 29, 2021**

[NOTARY SEAL]

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.**

**WHEREAS**, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

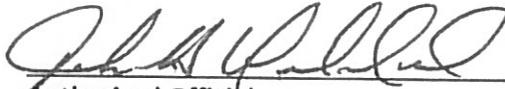
**WHEREAS**, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW THEREFORE, BE IT RESOLVED BY** Baldwin County, GA  
hereinafter referred to as the "Applicant",

1. That the Designated Official, John H. Westmoreland hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the *Georgia State Management Plan*.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 19 day of November, 2019.

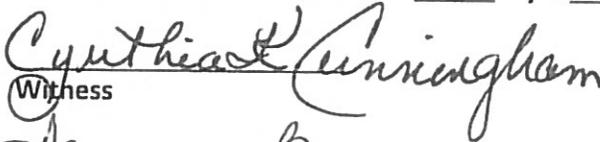


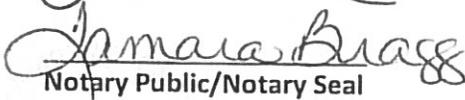
Authorized Official

John H. Westmoreland, Chairman

Type Name and Title

Signed, sealed and delivered this 19 day of November, 2019 in the presence of

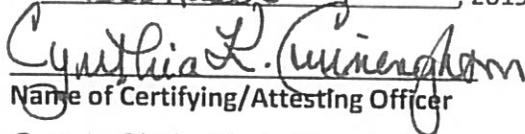
  
 Witness

  
 Notary Public/Notary Seal

MY COMMISSION:  
 EXPIRES  
 MARCH 29, 2021

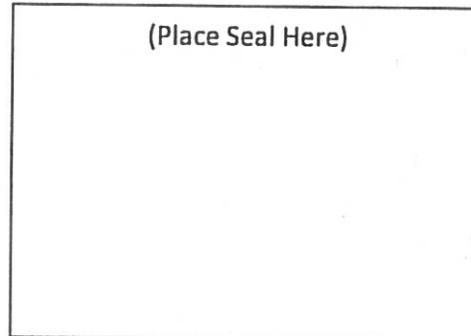
**CERTIFICATE**

The undersigned duly qualified and acting \_\_\_\_\_ County Clerk \_\_\_\_\_ of  
 Baldwin County, GA \_\_\_\_\_ (Title of Certifying/Attesting Officer)/(Applicant's Legal Name) certifies  
 that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held  
 on November 19, 2019.

  
 Name of Certifying/Attesting Officer

County Clerk, Cindy Cunningham

Title of Certifying/Attesting Officer



(Page 2 of 2)



## *Baldwin County Board of Commissioners*

121 North Wilkinson Street, Suite 314  
Milledgeville, Georgia, 31061-3365  
Telephone: (478) 445-4791  
Facsimile: (478) 445-6320  
www.baldwincountyga.com

*County Manager*  
Carlos F. Tobar

*County Attorney*  
David McRee

*Chair*  
John H. Westmoreland, District 5

*Vice Chair*  
Henry R. Craig, District 4

*Commissioners*  
Emily C. Davis, District 1  
Tommy L. French, District 2  
Sammy Hall, District 3

### **RESOLUTION**

**WHEREAS**, locally elected officials work in partnership with citizens to establish "building design standards" in single and double-family dwellings, which reflect the character of the community and have a positive impact on economic development efforts and competitiveness; and

**WHEREAS**, appropriate local design standards and land use policies, established by local citizens in each community, create a diverse, stable, profitable, and sustainable residential development landscape; and

**WHEREAS**, state legislation eliminating locally-tailored approaches to design standards would harm self-determination of citizens to establish community standards; and

**WHEREAS**, local community partners support the use of building design standards to protect property values, attract high quality builders, and block incompatible development; and

**WHEREAS**, building design standards assure residents and business owners that their investments will be protected, and that others who come behind them will be equally committed to quality; and

**WHEREAS**, local business leaders value the studying, surveying, crafting, and defining of a community vision and development strategies, and recognize design standards as an integral part of those endeavors to attract residents, businesses, and the much-coveted trained workforce; and

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**WHEREAS**, development and redevelopment efforts should reflect the community and its vision while simultaneously creating a sense of place imperative for attracting new economic prospects; and

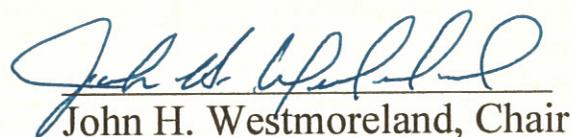
**WHEREAS**, local officials are elected to make decisions about the look and feel of their communities, and local business owners recognize the need for their elected officials to be empowered to enforce building design standards to make today's thriving community areas tomorrow's historic districts; and

**WHEREAS**, citizens' ability to continue to set community values and local elected officials to enforce building design standards in single or double family dwellings, for the purposes of economic growth and the safety and welfare of the citizens of Georgia and in particular of Baldwin County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS** that this governing body voices its support of Locally-Established Building Design Standards for Residential Dwellings.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Baldwin County, and made available for distribution to the public and the press.

Adopted this 19 day of November, 2019.

  
John H. Westmoreland, Chair

Attest:

  
Cynthia K. Cunningham  
County Clerk

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