Baldwin County Commissioners
Regular Meeting
March 17, 2020
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, March 17, 2020, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair Henry Craig presiding.

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

Also Present: Carlos Tobar
David McRee
Dawn Hudson
Cindy Cunningham

Call to Order

Chair Henry Craig called the March 17, 2020 Regular Meeting to order at 6:00 p.m.

Update on Coronavirus

Chair Craig provide an update on the Coronavirus and the procedures that are in place for County operations to help stop the spread of the virus. He discussed the importance of hygiene, social distancing, and staying home if you are sick. Chair Craig stated these procedures are Level 1 procedures and will be increased if the situation changes.

Approval of Minutes

Commissioner Sammy Hall made a motion to approve the minutes of the March 3, 2020 Regular Meeting as submitted. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Amendments to Agenda

Commissioner Sammy Hall made a motion to amend the Agenda to add a WIOA grant award. Vice Chair Tommy French seconded the motion and it passed unanimously.

Section 5311 Transit Program Policies and Procedures

County Manager Tobar reported there has been one change to the proposed Transit Program Policies and Procedures since the last meeting at which time they were tabled. He stated the change is to Item # 8 which not states "minors fourteen years old and younger must be accompanied by an adult" to ride. The hours of operation are extended as follows:
Transit Office Hours will be 8:00 a.m. – 5:00 p.m. Monday – Friday and
Service Hours are from 7:00 a.m. – 6:00 p.m. Monday – Friday both excluding Holidays.

Vice Chair Tommy French made a motion to adopt the Section 5311 Transit Program Policies and Procedures as presented. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

A copy of the Transit Program Policies and Procedures is herewith attached and made an official part of the minutes at pages ____ and _____.

Airport Consulting Services

County Manager Carlos Tobar reported the County advertised for Requests for Qualifications for an Airport Consultant. He stated six responses were received and were rated by Chair Craig, Airport Committee Chair and FBO as well as County staff. He presented information on the top three firms – ranked (1) Holt, (2) Nazar and (3) GMC. County Manager requested Board approval to negotiate a contract for the Airport Consultant and authorization for the Chair to sign the contract.

Commissioner John Westmoreland made a motion to authorize the County Manager to negotiate a contract for the Airport Consultant and to authorize the Chair to sign the contract. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Amendment to Intergovernmental Agreement (IGA) Between Baldwin County, Putnam County and Sinclair Water Authority

Commissioner Sammy Hall who serves on the Sinclair Water Authority Board presented a proposed amendment to an IGA to address matters that need to be amended since the inception of the water plant and the development of the initial IGA and First Amendment. He stated issues such as plant capacity, allocation of water to each county and determination of Total Cost, Variable Cost and Base Charges are addressed in the Amendment. The Amendment states: Baldwin and Putnam Counties agree that the functional daily capacity for production of potable water of SWA facilities shall be stated to be 5.5 million gallons of potable water per day; parties agree to all operational costs, both variable and base shall be designated as Total Cost; Baldwin County shall be responsible for 55% of the Total Cost and Putnam County shall be responsible for 45% of the Total Cost unless that formula is modified.

Commissioner Hall stated the Amendment must be adopted by all parties. Putnam County and SWA both have this on their Agenda at their next meeting.

Commissioner Sammy Hall made a motion to adopt the Amendment to the Intergovernmental Agreement as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

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

Workforce Investment Opportunity Act (WIOA) Grant Award

Assistant County Manager Dawn Hudson presented a WIOA Dislocated Worker grant award in the amount of $450,000 for the period February 1, 2020 – June 30, 2021. She stated Baldwin County is the grant administrator for the program.

Commissioner Sammy Hall made a motion to approve acceptance of the WIOA Dislocated Worker grant award as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Old Business

Commissioner Hall stated that due to the amount of rain recently the Public Works Department is working diligently to take care of the large number of workorders that have come in. He

asked that everyone please be patient as the Department gets there to take care of these situations.

New Business

There was no new business to come before the Board.

County Manager's Report

County Manager Tobar discussed Stage 1 Operational Changes that have been implemented due to COVID 19 Pandemic. He stated that Stage 2 Operational Changes are being prepared in the event the pandemic worsens. He provided an update on various projects to include: HVAC at Law Enforcement Center is at punch list stage; E-911Spillman CAD system and phone system to go live in April; Annex construction progressing; Health Department building site work has begun; Ford flights are postponed and Employee Appreciation Lunch postponed as well.

Public Comment Period

Ms. Pam Peacock presented an update on the SAFE Spay and Neuter program and the benefits of the program to the community. She reported another clinic will be held April 15th . Ms. Peacock sked for support from the County by sharing the information and encouraging participation from the community. She reported the Microchip Clinic will also be coming back to the County.

Adjournment

Commissioner John Westmoreland made a motion to adjourn the Regular Meeting at 6:20 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chair

Cynthia K. Cunningham
County Clerk

BALDWIN COUNTY TRANSIT SYSTEM

Department of Transportation Federal Transit Administration Section 5311 Program provides capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations.

RULES AND REGULATIONS

1) Appointments are scheduled upon availability of buses. Baldwin County Transit will make every effort to meet requested pick up and drop off times. However, there will be times that requests cannot be met because of ridership demand.

2) All riders must be properly dressed, practice proper hygiene and be ready thirty minutes prior to scheduled pick up time. Pick up times will be designated by the dispatcher. The bus will wait up to THREE minutes before leaving and classifying the client as a "no show". The dispatcher will endeavor to arrange the driver's route in order for the rider to arrive by the requested drop off time.

3) Riders should be ready 30 minutes before scheduled pick up times. There will be no doubling back to pick up customers that were not ready and/or for forgot personal items. Rider should also have an alternative ride for the return trip.

4) Baldwin County reserves the right to discontinue service to riders for the following:

a) Three (3) No Shows
b) Violations of Rules and Regulations of the Baldwin County Transit system.

5) Suspension of riders will be at the discretion of the Baldwin County Transit System Supervisor and/or County Manager or Assistant County Manager.

6) All riders must pay the appropriate fare ($2.00) when entering the bus or be denied service. Riders should only bring on the bus what they can carry. Drivers are not allowed to help. Anyone bringing on excess packages that take an extra seat will be charged $2.00 for the extra seat. Please have exact change.

7) All riders must wear seat belts. Riders with infants will be responsible for providing an infant seat for the child and securing the seat.

8) Minors fourteen years old and younger must be accompanied by an adult.

9) It is the rider's responsibility, not the driver's, to watch children brought on the van.

10) Drivers will not be allowed to go inside a rider's home or go in stores, medical facilities, etc. with, or in place of, the rider.

12) There will be no consumption of food, tobacco products, alcohol or controlled substances on the buses.

13) There will be NO Profanity used on the vans.

14) All riders must have a prearranged pick up location and time for transport back home. If a rider is not at the location, it will not be the responsibility of the driver to search for a rider. The Driver will not come back. It is also not the responsibility of Dispatch to call to see if rider is ready to be picked up.

15) Any rider, who must cancel a scheduled ride, must notify the Baldwin County Transit prior to the scheduled pick up time on the day of the appointment (445-2941).

16) No pets allowed on the vehicles unless the rider is required to have a service animal. Service animals are animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks.

17) Buses shall be clearly marked as Baldwin County property and driven by Baldwin County Staff/Employees only.

18) Business hours for the Baldwin County Transit Office will be 8:00 AM — 5:00 PM, Monday thru Friday excluding Holidays. Service hours are from 7:00 AM — 6:00 PM Monday thru Friday excluding Holidays.

19) Rates shall be $2.00 per Trip. Transportation from one location to another predetermined location is considered a Trip.

Approved March 17, 2020

Revised: 03/03/2020

SECOND AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PUTNAM COUNTY, GEORGIA,
BALDWIN COUNTY, GEORGIA,
AND
SINCLAIR WATER AUTHORITY

This Second Amendment made and entered into by, between and among **PUTNAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "Putnam"; **BALDWIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "Baldwin"; and **SINCLAIR WATER AUTHORITY,** a public authority organized and existing under the laws of the State of Georgia, hereinafter called "SWA";

WHEREAS, the parties hereto have entered into an Intergovernmental Agreement, hereinafter called "the Agreement", regarding the provision of potable water to Putnam and Baldwin, said Agreement effective as of May 17, 2006 and first amended January 4, 2007; and

WHEREAS, in May of 2006, in Paragraph One (1) of said Agreement, the parties indicated their understanding that the plant was expected to have a capacity of approximately four million gallons of potable water per day as there was no operational data on which to determine its exact capacity; and

WHEREAS, due to operational efficiencies, the plant as originally constructed has been determined, and has been permitted by the appropriate governmental agencies, as having a capacity of up to six (6) million gallons of potable water per day; and

WHEREAS, Paragraph 1. of the Agreement allocates to Putnam and Baldwin one-half each of the daily production of potable water, and Paragraph 8. of the Agreement specifies that Putnam and Baldwin each are allotted one-half of the capacity of the plant; and

WHEREAS, Paragraph 6. of the Agreement specifies the determination of Total Cost, Variable Cost, and Base Charges as follows:

Total Cost – amount necessary: a.) to fully fund the debt service for the plant, including reserves; b.) to fund all of the ordinary and necessary operating expenses and costs of the plant that are necessary to operate the plant at the level required to fulfill the needs of both of said counties; and c.) to provide a reasonable annual contingency fund.

Variable Cost – Costs which are directly correlated to the total volume of water produced, consisting of all utility costs, chemical treatment and monitoring costs, and the cost of water purchased from Georgia Power Company.

Base Charges – Total Cost minus Variable Cost; and

WHEREAS, the 18 inch water transmission line which extends from a point on the east side of U. S. Highway 441 south of Lake Sinclair at Little River Park to a point north of Jackson Road and south of Cay Drive was originally installed, owned, and operated by Baldwin County by agreement of the parties to provide water to Putnam prior to the construction of the plant. The agreement anticipated that SWA would be the eventual owner of the line with responsibility for its maintenance and with full control of its use. By deed dated as of November 10, 2008, Baldwin conveyed an undivided interest in said line to SWA, subject to certain restrictions more fully set out in said deed which is recorded in Deed Book 808, page 792-, Putnam County Deed Records; and

WHEREAS, it is to the benefit of the Parties to recognize that certain issues have arisen that were not anticipated prior to the plant going into operation, to clarify certain provisions, and to provide a method of cost and expense allocation that will resolve any issues as to what could/should be considered variable and to resolve issues regarding said 18 inch line; and

WHEREAS, Putnam and Baldwin recognize that the provision of a safe and adequate water supply for their citizens is a basic service and one that will determine the future growth and success of their respective counties and desire to address all issues between them to assure the long term viability of this major asset and to do so in a fair and equitable manner;

NOW THEREFORE, for and in consideration of the mutual benefits and covenants provided herein, the Parties hereto hereby agree to amend the Intergovernmental Agreement as follows:

1.

Putnam and Baldwin do hereby expressly agree the functional daily capacity for production of potable water of SWA facilities shall be stated to be 5.5 million gallons of potable water per day. The parties further agree any change or modification to the agreed upon functional daily capacity of five and one-half (5.5) million gallons per day for production of potable water of SWA facilities must be agreed to in writing by all parties to the agreement, regardless of the capability of SWA facilities to produce potable water.

The parties further agree that SWA shall continue to provide such infrastructure as may be necessary to operate and maintain SWA facilities in a manner that allows for the production of up to five and one-half (5.5) million gallons of potable water per day.

2.

In lieu of the current allocation of costs for the operation of SWA facilities, the parties agree to all operational costs borne by the parties under the existing intergovernmental agreement, both variable and base as defined therein and set out above, shall be designated as Total Cost. The parties further agree that the Total Cost shall be paid on a monthly basis by the parties as follows: Baldwin shall be responsible for fifty-five percent (55%) of the Total Cost and Putnam shall be responsible for forty-five percent (45%) of the Total Cost, unless and until that formula is modified as provided for herein.

3.

Allocation of the Plant's capacity:

a. The allocation of the Plant's capacity shall be changed from the current schedule of one-half each to Putnam and one-half to Baldwin to a new schedule of fifty-five percent (55%) to Baldwin, amounting to 3.025 million gallons per day on a monthly average and forty-five percent (45%) to Putnam, amounting to 2.475 million gallons per day on a monthly average; and

b. Neither County shall exceed their allotted capacity for a period of three consecutive months, based upon the average per day usage for that three month period without express written consent of the other County. In the event that either County exceeds their allotted capacity for a period of three consecutive months, based upon the average per day usage for that three month period, without express written consent of the other County, the County exceeding its allotment shall pay to SWA its proportionate share of the Total Costs, as defined herein, plus an additional 5% of its share of the Total Cost for each month it has exceeded its share of usage, which shall be a credit against the non-breaching County's share of the Total Cost; and

c. Projected usage for 2020 for Baldwin County is 745.296 million gallons of water on an annual basis and projected 2020 usage for Putnam County is 374.688 million gallons of water on an annual basis, representing 66.5% usage by Baldwin and 33.5% usage by Putnam. For 2020, SWA shall provide to both Counties monthly projections of their respective usages based upon prior years experience, increased by the percent increase of total projected usage over the previous year's usage, and adjusted to reflect the 66.5% Baldwin and the 33.5% Putnam usage on an annual basis. Beginning in 2021 and continuing each year thereafter, SWA shall provide to the Counties not later than December 1 of each year the total projected usage for the following year and the projected usages for each county for each calendar month for that year, adjusted to reflect the 66.5/33.5 percentages In the event that either County exceeds its projected usage by more than three percent (3%) over any six month period, AND such increased usage results in an increase in their percentage of total usage by not less than 3%, then the cost allocation percentages provided for herein shall change by one percent (1%) for every three percent (3%) increase in usage for a period of six months thereafter. For example, if Baldwin's usage increases by more than 3% over its projected usage and that change in usage results in Baldwin's percentage of usage increasing from its projected usage percentage of 66.5% to 69.5% then the Total Cost allocation shall change from 55/45 to 56/44 or if Putnam's projected usage increases resulting in its percentage of usage increasing from 33.5% to 36.5%, then the Total Cost allocation shall change to 54/46; PROVIDED HOWEVER, that in no event shall either County pay less that 40% nor more than 60% of said Total Costs. In the event the Total Cost allocation is revised pursuant to this provision, such allocation shall remain in effect for six months subsequent to SWA's determination of such usage in excess of the projected usage. Any month in which usage exceeded the projected usage for either County may only be considered for purposes of revising the total cost allocation pursuant to this provision once; and

d. Implementation beginning April 1, 2020: For the remainder of 2020, SWA shall deduct from its 2020 budget, revenue received from the two counties for the months of January, February and March of 2020. The remaining revenue required from the two counties for 2020 shall be divided by nine and Baldwin County shall pay 55% of that amount for nine equal monthly payments and Putnam shall pay 45% of that amount in nine equal monthly payments. Beginning in 2021 and continuing each year thereafter, SWA shall provide its proposed budget for each year to both counties not later than December 1 prior to the following year and shall establish equal monthly billings for each county for that year.

Equal monthly billings are subject to the following two adjustments: i.) adjustment to the 55/45 formula as provided in 3 (c) above and/or ii.) an unforseen expense incurred during a year by SWA that requires a budget amendment. In the event of such an amendment, SWA shall immediately notify both counties and adjust their respective billing amounts to provide the revenue for that amendment with the change in billing amounts not to begin earlier than the first billing period that is not less than 45 days from that notice.

4.

All other terms and conditions in the Original IGA not specifically amended herein remain in full force and effect and are hereby ratified and confirmed by the parties.

5.

Time is of the essence of this Agreement.

6.

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by and through their duly authorized agents, having been approved at meetings duly held, and with true and correct copies hereof being spread upon the minutes of each of the Counties hereto and said Authority, all as provided by applicable law, to be effective as of April 1, 2020.

PUTNAM COUNTY, GEORGIA (SEAL)

By: Billy Webster
Title: Chairman

Attest: Lynn Butterworth 3-17-2020
Title: County Clerk

PUTNAM COUNTY BOARD OF COMMISSIONERS * GEORGIA
PUTNAM COUNTY SEAL
3-17-2020

BALDWIN COUNTY, GEORGIA (SEAL)

By: _____
Title: _____

Attest: _____
Title: _____

SINCLAIR WATER AUTHORITY (SEAL)

By: _____
Title: _____

Attest: _____
Title: _____

4.

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PUTNAM COUNTY, GEORGIA (SEAL)

By:_____
Title:_____

Attest:_____
Title:_____

BALDWIN COUNTY, GEORGIA (SEAL)

By:_____
Title: Chairman

Attest:_____
Title: County Clerk
March 17, 2020

SINCLAIR WATER AUTHORITY (SEAL)

By:_____
Title:_____

Attest:_____
Title:_____

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PUTNAM COUNTY, GEORGIA (SEAL)

By:_____
Title:_____

Attest: _____
Title:_____

BALDWIN COUNTY, GEORGIA (SEAL)

By:_____
Title:_____

Attest: _____
Title: _____

SINCLAIR WATER AUTHORITY (SEAL)

By: Robert E Brown
Title: Chair

Attest: Donna Van Haute
Title: Acting Secretary

SECOND AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PUTNAM COUNTY, GEORGIA,
BALDWIN COUNTY, GEORGIA,
AND
SINCLAIR WATER AUTHORITY

This Second Amendment made and entered into by, between and among **PUTNAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "Putnam"; **BALDWIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "Baldwin"; and **SINCLAIR WATER AUTHORITY,** a public authority organized and existing under the laws of the State of Georgia, hereinafter called "SWA";

WHEREAS, the parties hereto have entered into an Intergovernmental Agreement, hereinafter called "the Agreement", regarding the provision of potable water to Putnam and Baldwin, said Agreement effective as of May 17, 2006 and first amended January 4, 2007; and

WHEREAS, in May of 2006, in Paragraph One (1) of said Agreement, the parties indicated their understanding that the plant was expected to have a capacity of approximately four million gallons of potable water per day as there was no operational data on which to determine its exact capacity; and

WHEREAS, due to operational efficiencies, the plant as originally constructed has been determined, and has been permitted by the appropriate governmental agencies, as having a capacity of up to six (6) million gallons of potable water per day; and

WHEREAS, Paragraph 1. of the Agreement allocates to Putnam and Baldwin one-half each of the daily production of potable water, and Paragraph 8. of the Agreement specifies that Putnam and Baldwin each are allotted one-half of the capacity of the plant; and

WHEREAS, Paragraph 6. of the Agreement specifies the determination of Total Cost, Variable Cost, and Base Charges as follows:

Total Cost – amount necessary: a.) to fully fund the debt service for the plant, including reserves; b.) to fund all of the ordinary and necessary operating expenses and costs of the plant that are necessary to operate the plant at the level required to fulfill the needs of both of said counties; and c.) to provide a reasonable annual contingency fund.

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WHEREAS, the 18 inch water transmission line which extends from a point on the east side of U. S. Highway 441 south of Lake Sinclair at Little River Park to a point north of Jackson Road and south of Cay Drive was originally installed, owned, and operated by Baldwin County by agreement of the parties to provide water to Putnam prior to the construction of the plant. The agreement anticipated that SWA would be the eventual owner of the line with responsibility for its maintenance and with full control of its use. By deed dated as of November 10, 2008, Baldwin conveyed an undivided interest in said line to SWA, subject to certain restrictions more fully set out in said deed which is recorded in Deed Book 808, page 792-, Putnam County Deed Records; and

WHEREAS, it is to the benefit of the Parties to recognize that certain issues have arisen that were not anticipated prior to the plant going into operation, to clarify certain provisions, and to provide a method of cost and expense allocation that will resolve any issues as to what could/should be considered variable and to resolve issues regarding said 18 inch line; and

WHEREAS, Putnam and Baldwin recognize that the provision of a safe and adequate water supply for their citizens is a basic service and one that will determine the future growth and success of their respective counties and desire to address all issues between them to assure the long term viability of this major asset and to do so in a fair and equitable manner;

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The parties further agree that SWA shall continue to provide such infrastructure as may be necessary to operate and maintain SWA facilities in a manner that allows for the production of up to five and one-half (5.5) million gallons of potable water per day.

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b. Neither County shall exceed their allotted capacity for a period of three consecutive months, based upon the average per day usage for that three month period without express written consent of the other County. In the event that either County exceeds their allotted capacity for a period of three consecutive months, based upon the average per day usage for that three month period, without express written consent of the other County, the County exceeding its allotment shall pay to SWA its proportionate share of the Total Costs, as defined herein, plus an additional 5% of its share of the Total Cost for each month it has exceeded its share of usage, which shall be a credit against the non-breaching County's share of the Total Cost; and

c. Projected usage for 2020 for Baldwin County is 745.296 million gallons of water on an annual basis and projected 2020 usage for Putnam County is 374.688 million gallons of water on an annual basis, representing 66.5% usage by Baldwin and 33.5% usage by Putnam. For 2020, SWA shall provide to both Counties monthly projections of their respective usages based upon prior years experience, increased by the percent increase of total projected usage over the previous year's usage, and adjusted to reflect the 66.5% Baldwin and the 33.5% Putnam usage on an annual basis. Beginning in 2021 and continuing each year thereafter, SWA shall provide to the Counties not later than December 1 of each year the total projected usage for the following year and the projected usages for each county for each calendar month for that year, adjusted to reflect the 66.5/33.5 percentages In the event that either County exceeds its projected usage by more than three percent (3%) over any six month period, AND such increased usage results in an increase in their percentage of total usage by not less than 3%, then the cost allocation percentages provided for herein shall change by one percent (1%) for every three percent (3%) increase in usage for a period of six months thereafter. For example, if Baldwin's usage increases by more than 3% over its projected usage and that change in usage results in Baldwin's percentage of usage increasing from its projected usage percentage of 66.5% to 69.5% then the Total Cost allocation shall change from 55/45 to 56/44 or if Putnam's projected usage increases resulting in its percentage of usage increasing from 33.5% to 36.5%, then the Total Cost allocation shall change to 54/46; PROVIDED HOWEVER, that in no event shall either County pay less that 40% nor more than 60% of said Total Costs. In the event the Total Cost allocation is revised pursuant to this provision, such allocation shall remain in effect for six months subsequent to SWA's determination of such usage in excess of the projected usage. Any month in which usage exceeded the projected usage for either County may only be considered for purposes of revising the total cost allocation pursuant to this provision once; and

d. Implementation beginning April 1, 2020: For the remainder of 2020, SWA shall deduct from its 2020 budget, revenue received from the two counties for the months of January, February and March of 2020. The remaining revenue required from the two counties for 2020 shall be divided by nine and Baldwin County shall pay 55% of that amount for nine equal monthly payments and Putnam shall pay 45% of that amount in nine equal monthly payments. Beginning in 2021 and continuing each year thereafter, SWA shall provide its proposed budget for each year to both counties not later than December 1 prior to the following year and shall establish equal monthly billings for each county for that year.

Equal monthly billings are subject to the following two adjustments: i.) adjustment to the 55/45 formula as provided in 3 (c) above and/or ii.) an unforseen expense incurred during a year by SWA that requires a budget amendment. In the event of such an amendment, SWA shall immediately notify both counties and adjust their respective billing amounts to provide the revenue for that amendment with the change in billing amounts not to begin earlier than the first billing period that is not less than 45 days from that notice.

4.

All other terms and conditions in the Original IGA not specifically amended herein remain in full force and effect and are hereby ratified and confirmed by the parties.

5.

Time is of the essence of this Agreement.

6.

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by and through their duly authorized agents, having been approved at meetings duly held, and with true and correct copies hereof being spread upon the minutes of each of the Counties hereto and said Authority, all as provided by applicable law, to be effective as of April 1, 2020.

PUTNAM COUNTY, GEORGIA (SEAL)

By:_____
Title:_____

Attest: _____
Title:_____

BALDWIN COUNTY, GEORGIA (SEAL)

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

SINCLAIR WATER AUTHORITY (SEAL)

By:_____
Title:_____

Attest: _____
Title:_____