Baldwin County Commissioners
Regular Meeting
May 19, 2020
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, May 19, 2020, at 6:00 p.m., by conference call, Milledgeville, Georgia with Chair Henry Craig presiding.

County Clerk Cindy Cunningham called the roll.

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

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

Call to Order

Chair Henry Craig called the May 19, 2020 Regular Meeting to order at 6:00 p.m.

Opening Remarks by Chair

Chair Craig asked for citizens' patience during the pandemic as Commissioners conduct meetings by conference call in compliance with the Governor's Executive Order, He stated anyone with questions or comments regarding the May 19th meeting should submit them to County Clerk Cindy Cunningham by email at ccunningham@baldwincountyga.com .

Chair Craig congratulated Commissioner Emily Davis for her completion of the ACCG Specialty Track Intergovernmental Relations.

Approval of Minutes

Chair Craig asked for a motion to approve minutes. Commissioner Emily Davis made a motion to approve the minutes. Commissioner John Westmoreland seconded the motion.

County Attorney David McRee stated clarification was needed for the motion to include minutes of the March 17, 2020 Regular Meeting, March 22, 2020 Called Meeting and April 21, 2020 Regular Meeting.

Commissioner Davis amended her motion to state the approval of minutes of the March 17, 2020 Regular Meeting, March 22, 2020 Called Meeting and April 21, 2020 Regular Meeting. Commissioner Westmoreland accepted the amendment to include all three sets of minutes. The motion passed by the following rollcall vote:

Aye: French, Davis, Hall, Westmoreland

BJA Adult Drug Court Application

Assistant County Manager Dawn Hudson stated there is an opportunity to apply for additional funding to increase participation in the adult drug courts. She reported the application would be for a maximum of $500,000 for a period of performance of thirty-six months.

Commissioner Emily Davis made a motion to authorize the submission of the Adult Drug Court Application. Vice Chair Tommy French seconded the motion.

Commissioner Sammy Hall requested that County Manager Tobar send a letter to Judges of the various drug courts requesting information on the number of cases since court began, the number of clients that completed the program, the number of clients reoffended and returned to the program and the number of clients that have been incarcerated after completing the program. He stated he supports the drug court programs; however, he would like to know the success rate.

The motion passed unanimously by the following rollcall vote:

Aye: French, Davis, Hall, Westmoreland

Local Right-of-Way Intergovernmental Agreement (IGA) for Bridge Replacement

County Manager Carlos Tobar presented information for a Local Right-of-Way Intergovernmental Agreement for a bridge replacement. He stated the bridge is located in the City of Milledgeville on Barrows Ferry Road over Tobler Creek. The Georgia Department of Transportation requires that the right-of-way be obtained by a Local Administered Project (LAP) certified entity. Baldwin County is LAP certified and will acquire the right-of-way on behalf of the City. The IGA was drafted by GDOT for Baldwin County's assistance to the City on this project. There will be no cost to the County; the County Attorney's expenses associated with the right-of-way acquisition will be paid by the City.

Commissioner Sammy Hall made a motion to approve the Intergovernmental Agreement and to authorize the Chair to execute the Agreement for bridge replacement as discussed. Commissioner John Westmoreland seconded the motion and it passed unanimously by the following roll call vote:

Aye: French, Davis, Hall, Westmoreland

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

Georgia Department of Transportation Agreement for Right-of-Way

County Manager Tobar presented a GDOT Agreement which states the County will follow guidelines and regulations pertaining to the acquisition of right-of-way.

Commissioner Sammy Hall made a motion to approve the GDOT Agreement as discussed and to authorize the Chair to sign the document. Commissioner John Westmoreland seconded the motion and it passed unanimously by the following rollcall vote:

Aye: French, Davis, Hall, Westmoreland

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

Amendment to Georgia College and State University Pool Agreement

County Manager Carlos Tobar reported that Georgia College has decided to close their pool for the entire summer due to the COVID 19 pandemic. He stated since the County previously entered into an agreement with the college for the use of the pool, an Amendment to that Agreement must be approved by the Board.

Commissioner John Westmoreland made a motion to approve the Amendment to the Georgia College and State University Pool Agreement. Commissioner Sammy Hall seconded the motion.

Discussion was held on the proposed Amendment. Commissioner Hall asked for clarification

that the County has no recourse in this matter even though there is an Agreement in place for the County to use the pool from June 1, 2020 through September 7, 2020. Chair Craig stated the college was asked to delay the amendment in the event the pool would become available for use later in the summer. The decision of GCSU is to close the pool for the summer due to the pandemic. Commissioner Davis asked if the County had paid any money on the initial Agreement. County Manager Tobar responded that no money had been paid. County Attorney McRee stated since the pool will remain closed the County must adopt a written amendment to the original agreement.

There being no further discussion, Chair Craig called for a vote for approval of the Amendment. The motion passed unanimously by the following rollcall vote:

Aye: French, Davis, Hall, Westmoreland

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

Additional Grant Funding

Assistant County Manager Dawn Hudson reported there are additional funds available to counties due to the Coronavirus. She stated she would be presenting information on four different funding sources and asked if the Board would like to consider each one individually or vote on all of them together.

Commissioner Sammy Hall made a motion to take action on the funding sources collectively. Commissioner Emily Davis seconded the motion and it pass unanimously by the following rollcall vote:

Aye: French, Davis, Hall, Westmoreland

Ms. Hudson presented the following information on additional grant funding:

$69,000 for Airport Improvement Program. The application was submitted by the County Manager and will be used for airport operational expenses.

$7,605.70 for 5311 Transit Program. This will be an amendment to the Transit budget for additional funds for expenditures during the period January 20, 2020 through June 30, 2020 and July 2020 through June 2021. These will be 100% DOT funds; the local match has been waived for this same time period; therefore, no local match is required from the County.

$65,847 through the Coronavirus Emergency Supplemental Funding Program. This application is being submitted by the Middle Georgia Regional Commission on behalf of the Sheriff's Department.

$5,000 for Secure the Vote / CARES grant program. This program will reimburse 90% up to the maximum of $5,000 for the purchase of PPE and sanitizing supplies for the upcoming election.

Vice Chair Tommy French made a motion to approve additional grant funds as presented and to authorize the Chair to execute necessary documents. Commissioner John Westmoreland seconded the motion and it passed unanimously by the following rollcall vote.

Aye: French, Davis, Hall, Westmoreland

Old Business

Commissioner Westmoreland asked for an update on the Service Delivery Strategy. Mr. Tobar reported the information approved at the last meeting had been submitted to the Department of Community Affairs, and an email has been received from DCA requesting an update on one form and clearer maps. He stated GIS will be in contact with DCA to determine exactly what is needed on the maps and to see if they can be submitted digitally.

New Business

Commissioner Westmoreland asked for an update on the Administration Building Assistant County Manager Dawn Hudson reported work is moving along as planned. Anticipated date for completion is mid-July with a move in date in August.

County Manager's Report

County Manager Tobar presented updates on the following projects: Health Department Building foundation forms prepared and permit received for bore for sewer line at facility; City will run water line to site this week; Courthouse is open by appointment; early voting started May 18th; law enforcement HVAC punch list being done; water meters are being installed; Health Department HVAC software upgrades to be completed May 20th; Fire Station generators being installed and scheduled to be complete this month; Multi-Purpose Trail Environmental and Design moving along; Airport septic tank will be able to handle restrooms for trail; meeting with judges to discuss items needed prior to opening courtrooms to the public; GDOT Cares Act grant application submitted for $69,000; and PPE has arrived and been distributed.

Adjournment

Commissioner John Westmoreland made a motion to adjourn the Regular Meeting at 6:40 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously by the following roll call vote:

Aye: French, Davis, Hall, Westmoreland

Respectfully submitted,

Henry R. Craig
Chair

Cynthia K. Cunningham
County Clerk

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: P.I. No 370900

Name of Contracting Entity: Baldwin County Board of Commissioners

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

184538
EEV / E-Verify™ User Identification Number

1/29/2009
Date of Authorization

Henry R Craig
BY Authorized Officer or Agent
(Name of Person or Entity)

5/20/2020
Date

Chairman
Title of Authorized Officer or Agent

Henry Craig
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF May, 2020

Cynthia R. Cunningham [NOTARY SEAL]
Notary Public

My Commission Expires:
Notary Public, Baldwin County, Georgia
My Commission Expires July 10, 2020

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL OR STATE-AID PROJECT
Non-Reimbursable

PROJECT: BRZLB-0009-00(006)
LOCAL GOVERNMENT: Baldwin
STATE ROUTE: N/A
LOCAL GOVERNMENT ROAD: CS 685
P. I. NO.: 270900

STATE OF GEORGIA

COUNTY OF Baldwin County

This Agreement made and entered into this _____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **LOCAL GOVERNMENT OF Baldwin County** (hereinafter called the **LOCAL GOVERNMENT**).

☒ **CFDA # 20.205 Highway Plan and Construction Cluster**
☐ **CFDA # 20.219 Recreation Trails Program**

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located on **CS 685/Barrows Ferry RD @ Tobler Creek NE Milledgeville** , without cost to the **DEPARTMENT** except as hereinafter specified; and

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and

WHEREAS, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that certain resolution of the Board of Commissioners adopted the ____ day of _____, _____ ; and

WHEREAS, said rights of way are to be acquired by the **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.
Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT's** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

ITEM II

The **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **LOCAL GOVERNMENT.**

ITEM III

The **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **LOCAL GOVERNMENT**.

The **LOCAL GOVERNMENT** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT.**

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, The **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **LOCAL GOVERNMENT** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **LOCAL GOVERNMENT** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, and Section 32-8-1 of the Official Code of Georgia Annotated, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The **LOCAL GOVERNMENT** will in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions. During the performance of this Contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A" attached.

ITEM VIII

Where determined to be desirable by Department Inspectors, the **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **LOCAL GOVERNMENT** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements for off-system projects.

ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **LOCAL GOVERNMENT** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **LOCAL GOVERNMENT**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ITEM XI

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 20____.**

3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

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

6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the
GEORGIA DEPARTMENT OF TRANSPORTATION

this ____ day of
____ . . 20 .

By:

COMMISSIONER

ATTEST:

TREASURER

Executed on Behalf of Baldwin County

this 19 day of
May . 20 20 .

Henry D. Craig
CHAIRMAN

BALDWIN COUNTY BOARD
OF COMMISSIONERS
This Contract approved by the
BALDWIN CO Commission at a meeting
held at **MILLEDGEVILLE, GA**

the 19 day of
May . 20 20 .

CLERK OF THE BOARD OF
COMMISSIONERS

Witness for **BALDWIN COUNTY**
Cynthia K. Cunningham

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

BALDWIN COUNTY_LOCAL GOVERNMENT

BE IT RESOLVED by the Baldwin County LOCAL GOVERNMENT Board of Commissioners and it is hereby resolved, that the foregoing attached Agreement, relative to PI:270900, be entered into by the Baldwin County LOCAL GOVERNMENT Board of Commissioners, and that HENRY R. CRAIG as Chairman, and CYNTHIA CUNNINGHAM as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners.

PASSED AND ADOPTED, this 19 day of May . 2020 .

ATTEST: Cynthia L. Cunningham BY: Henry R. Craig
CLERK

STATE OF GEORGIA
Baldwin COUNTY

I, CYNTHIA CUNNINGHAM as Clerk of the Board of Commissioners do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Board of Commissioners.

Witness by hand and official signature, this the 19 day of May . 2020 .

BY: Cynthia L. Cunningham
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to receive just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:

   A) A General Certified Appraiser and other valuation damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.

   B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.

   C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.

   D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.

   E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.

2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.

3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms as it may deem necessary or desirable.

4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.

5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX "A"

A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.

B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.

C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ADDENDUM 1
GDOT Title VI Assurances

The Georgia Department of Transportation (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended

to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub- grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

8-7-15
Date

(Recipient)

by
(Signature of Authorized Official)

Attachments: Appendices A, B and C.

APPENDIX A (of ADDENDUM 1)

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

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

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases o f equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4 Information and Reports

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

5. Sanctions for Noncompliance

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Georgia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the Georgia Department of Transportation and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

APPENDIX B (of ADDENDUM 1)

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Georgia Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Georgia Department of Transportation all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto Georgia Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Georgia Department of Transportation, its successors and assigns.

The Georgia Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, he excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and)* (2) that the Georgia Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department
of Transportation and its assigns as such interest existed prior to this instruction.[1]

[1] Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Georgia Department of Transportation pursuant to the provisions of Assurance 7(a)

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part
21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]**
That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

*[Include in deed.]**
That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Georgia Department of Transportation pursuant to the provisions of Assurance 7(a) and 7(b).

The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color. or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, SubTitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]**
That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deed.]**
That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

STATE OF GEORGIA
COUNTY OF BALDWIN

ACQUISITION OF RIGHT OF WAY/PROJECT MANAGEMENT AGREEMENT
GDOT PROJECT PI 270900

This Agreement made and entered into this _____ day of May, 2020 by and between the **CITY OF MILLEDGEVILLE** (hereinafter called the "**CITY**") and **BALDWIN COUNTY** (hereinafter called the "**COUNTY**").

WITNESSTH:

WHEREAS, the **CITY** proposes to let to construction the above indicated project located on **CS 685/Barrows Ferry Rd @ Tobler Creek NE Milledgeville** without cost to the **CITY** except as hereinafter specified; and

WHEREAS, the **CITY** is authorized to enter into this contract with the **COUNTY** by virtue of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, the **COUNTY** is authorized to enter into this contract by virtue of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, said rights of way are to be acquired by the **CITY** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **CITY** in order for the construction cost of said project to be eligible for Federal participation; and

NOW, THEREFORE, the **CITY** and the **COUNTY** agree as follows:

ITEM I

The **COUNTY** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements. Rights of way lying on a designated state or federal route (on-system) are to be acquired in the Georgia Department of Transportation name by the **COUNTY** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **CITY'S** name and then transferred to the Georgia Department of Transportation by quit claim deed after the condemnation is complete and after the **CITY** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **CITY'S** name by the **COUNTY** when closed by deed and remain in the **CITY'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **CITY'S** name and remain in the **CITY'S** name.

Each valuation and damage expert utilized on this project must be selected from the Georgia Department of Transportation's "Approved Appraiser List". The Georgia Department of Transportation shall review and approve each selection prior to the **COUNTY** contracting with the appraiser. All appraisals will be submitted to the **CITY** for review, for approval and to establish fair market value prior to negotiations.

ITEM II

The **COUNTY** will provide to the **CITY**, for a fee, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **COUNTY.**

ITEM III

The **CITY** will without cost to the **COUNTY**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the Georgia Department of Transportation.

Any and all contaminated properties will require **CITY** and Georgia Department of Transportation approval before being acquired by the **COUNTY**.

The **COUNTY** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **CITY** and The Georgia Department of Transportation.

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **CITY**, the **COUNTY** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, The **CITY** will without cost to the **COUNTY**, defend and hold harmless the **COUNTY** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **COUNTY**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **COUNTY** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **COUNTY** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, and Section 32-8-1 of the Official Code of Georgia Annotated, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the Georgia Department of Transportation. The **COUNTY** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the Georgia Department of Transportation. The **COUNTY** will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The **COUNTY** will in their acquisition of the right of way, comply with the right of way acquisition

policies and procedures established by the Georgia Department of Transportation. During the performance of this Contract, the **COUNTY** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs.

ITEM VIII

Where determined to be desirable by Georgia Department of Transportation Inspectors, the **CITY** will provide without cost to the **COUNTY**, rodent control measures as required by the Georgia Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **CITY** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements for off-system projects.

ITEM X

This contract is the total agreement between the **CITY** and the **COUNTY** and no modification of this contract shall be binding unless attached hereto and signed by both the **CITY** and the **COUNTY**. No representation, promise or inducement not included in this contract shall be binding upon either the **CITY** or the **COUNTY**.

ITEM XI

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2022.**

3. This Agreement is made and entered into in Baldwin County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

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

6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **CITY** by the City Council and on behalf of **COUNTY** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the
CITY OF MILLEDGEVILLE
BY:

Mayor

this 12th day of

May, 2020.

ATTEST:

City Clerk

Executed on Behalf of
BALDWIN COUNTY
BY:

Chairman, Board of Commissioners

this 19 day of

May, 2020.

ATTEST:

Clerk, Board of Commissioners

Contract Amendment

The Board of Regents of the University System of Georgia
by and on behalf of Georgia College & State University

And

Baldwin County

This amendment, dated May 13, 2020, is between THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA COLLEGE & STATE UNIVERSITY ("Georgia College") and BALDWIN COUNTY. ("Permit Holder").

WHEREAS, Georgia College and Permit Holder entered into a certain Agreement, dated February 4, 2020, as amended ("Agreement"), whereby Permit Holder wishes to rent the Georgia College Centennial Center Pool, including pool locker rooms/bathrooms in Milledgeville, Georgia;

Whereas, the parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Section 2 – Schedule of Premises**. Cancel the rental dates beginning June 1, 2020 through September 7, 2020 (Labor Day).

This Amendment is effective immediately, and thereafter, unless amended. All terms and conditions of the original contract incorporated herein as though set forth in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date of the last signature.

Henry Rhodes 5/20/2020

BALDWIN COUNTY DATE

BY: DATE

SHAWN BROOKS, PhD
VICE PRESIDENT FOR STUDENT LIFE
GEORGIA COLLEGE & STATE UNIVERSITY