Baldwin County Commissioners
Regular Meeting
January 21, 2020
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, January 21, 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: David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

Call to Order

Chair Henry Craig called the January 21, 2020 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner Sammy Hall made a motion to approve the minutes of the January 7, 2020 Public Hearing and Regular Meeting as submitted. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Report on Baldwin County Regional Airport

Airport Committee Chair Jim Wolfgang presented the following update on Airport activities:

(1) FAA/GDOT has made changes concerning qualifications for consulting engineering firms resulting in the disqualification of our engineer, Dexter Jones.

(2) This change creates a time urgent situation; however GDOT has approved Mr. Jones' completion of the two current projects – west ramp and Airport Layout Plan (ALP)

(3) GDOT has also approved the County contracting directly with Wilmer Engineering, the firm previously approved in the Task Order for the Runway/Ramp Coring Project, to expedite the work needed for this year's CIP project – Runway Rehabilitation Design Project. Newly selected consultant will evaluate the surface core testing and recommend appropriate actions.

(4) County must move forward immediately to select a new engineering firm to meet FAA/GDOT fiscal year target dates.

Mr. Wolfgang requested the following action by the Board:

(1) Approval for the County Manager to sign a contract with Wilmer Engineering for the coring and testing as submitted by D.A. Jones for approximately $27,500 which will be paid 100% by the County until reimbursement is applied for on the next grant at 90% reimbursement.

(2) Acknowledge County staff will continue working with D.A. Jones to finish and close out two (2) existing contracts.

(3) Approval for staff to expedite advertisement for new airport consultant using approved FAA/GDOT procedure and utilizing previously used documents with minor revisions and date changes.

(4) Allow the use of same personnel positions to form the selection committee and to make a recommendation to the Airport Committee and the Board of Commissioners for first and second choice candidates for final consideration.

Commissioner Sammy Hall made a motion to authorize the County Manager to execute a contract with Wilmer Engineering for coring and testing; to work with DA Jones to complete and close out two (2) existing projects; to advertise for new airport consultant and to use the same positions for a selection committee to make a final recommendation to the Board. Vice Chair Tommy French seconded the motion and it passed unanimously.

Appointment to Region 5 EMS Council

Fire Chief Victor Young recommended the appointment of Mr. Lewis Osborne, Deputy Chief of Administration/Fire Marshal, to serve on the Region 5 EMS Council to replace Deputy Chief Phil Adams who currently fills the position on the Region 5 EMS Council.

Commissioner Emily C. Davis made a motion to appoint Deputy Chief Lewis Osborne to serve as a Baldwin County representative on the Region 5 EMS Council. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Appointment of District 3 Representative to Board of Tax Assessors

Commissioner Sammy Hall made a motion to appointed Ms. Patricia Baugh to serve as District 3 Representative on the Board of Tax Assessors. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Statewide Mutual Aid and Assistance Agreement

County Manager Carlos Tobar presented the Statewide Mutual Aid and Assistance Agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) which provides the framework to support mutual assistance in managing an emergency or disaster. He stated the Agreement outlines the terms of the agreement, the responsibilities of participating parties, eligible expenses and the process for requesting reimbursement of eligible expenses.

Commissioner John Westmoreland made a motion to approve the Statewide Mutual Aid and Assistance Agreement with GEMA/HS as presented. Vice Chair 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 _____.

Ocmulgee Drug Task Force Grant Award

Assistant County Manager Dawn Hudson presented the Drug Task Force Grant Award for the period January 1, 2020 through December 31, 2020 in the amount of $151,896.

Commissioner Emily C. Davis made a motion to accept the Drug Task Force Grant Award as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Hazard Mitigation Planning Grant Application

Assistant County Manager Hudson presented information on the Hazard Mitigation Planning Application. She stated the Plan must be updated periodically, and the County's full update is due in 2023. Middle Georgia Regional Commission (MG-RC) will assist the County in the update, and FEMA has planning funds for the update. The County match is $8,000 of the

total estimated project costs of $40,000. Board approval of the Planning Application is required along with authorization for the Chair to execute the documents.

Commissioner Emily C. Davis made a motion to approve the submission of the Hazard Mitigation Planning Application as presented and to authorize the Chair to execute the documents. Vice Chair Tommy French seconded the motion and it passed unanimously.

2020 Tax Anticipation Note (TAN)

Assistant County Manager Hudson reported the County solicited bids from lending institutions for an interest rate for the 2020 Tax Anticipation Note. Option 1 was for the full TAN amount of $7,500,000, and Option 2 was for a line of credit of $7,500,000 to be drawn as needed. She stated only one response was received, and Century Bank and Trust submitted an interest rate of 2.18% for a $7,500,000 line of credit to be drawn as needed.

Ms. Pam Beer addressed the Board and asked what the interest cost of the TAN would be. She also asked why Chair Craig and Commissioner Westmoreland were not in favor of a TAN in the past; however, they were now willing to use a TAN?

Chair Craig responded a written response would be made to her.

Vice Chair Tommy French made a motion to award the line of credit of $7,500,000 at an interest rate of 2.18% to Century Bank and Trust. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Old Business

Commissioners discussed the truck parking policy. County Attorney McRee stated he had spoken to the Sheriff and would report back to the Board on this matter.

New Business

Chief Young discussed the fire at the Veterans Home. He stated both the County and City Fire Departments responded, and there were no injuries and no evacuation was necessary.

County Manager's Report

County Manager Carlos Tobar reported on various county projects to include: continuation of the West Apron project at the Airport; slopes grassed at the West Apron; update on SPLOST projects; over 3,000 water meters have now been installed and software/hardware updates have occurred; training of office staff and meter readers to be held the first week in February; review of additional information provided by ACCG for Solar Development Ordinance; met with engineer, environmentalist and GDOT regarding surveyors being on property in February and March for the bike path project in the Airport area. Mr. Tobar reported he is working with Elections and Voter Registration on new voting equipment being brought in later in the week.

Public Comment Period

Ms. Meridith Styer addressed the Board regarding the establishment of a safe shelter in Baldwin County to address the situation of domestic violence victims and homelessness. She asked the Board to consider who could be community partners in this effort, i.e. legal representatives, realtors, counseling and financial.

Executive Session

Commissioner Emily C. Davis made a motion to adjourn into Executive Session at 6:47 p.m. to discuss potential litigation. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Regular Meeting

Vice Chair Tommy French made a motion to reopen the Regular Meeting at 7:25 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Adjournment

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:25 p.m. Vice Chair Tommy French seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chair

Cynthia K. Cunningham
County Clerk

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: **BALDWIN COUNTY**

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Henry R. Craig
Chief Executive Officer – Print Name

County/Municipality: BALDWIN COUNTY

Date: 01 / 21 / 2020

GEMA/HS Director – Signature
Deputy Director

Thomas R. Moore
GEMA/HS Director – Print Name
Deputy Director

Date: 3 / 2 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for BALDWIN COUNTY (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

WAYNE JOHNSON	**EMA DIRECTOR**
Print Name	Job Title/Position
Signature of Above Individual	
CARLOS TOBAR	**County Manager**
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	

Chief Executive Officer - Signature

Date: 01 / 21 / 2020

Henry R. Craig
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for Baldwin (county/municipality) for the purpose of reimbursement sought for mutual aid:

Dawn Hudson	Assistant County Manager/Finance
Print Name	Job Title/Position
Dawn Hudson	
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	

Chief Executive Officer - Signature

Date: 1 / 21 / 2020

Henry R. Craig
Chief Executive Officer – Print Name