

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JANUARY 28, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GEORGE ANDERSON, GREG MURRAY AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, COUNTY CLERK BEVERLY KING AND NEWS REPORTER POWELL COBB.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Pete Stephens called the regular scheduled meeting to order at 7:00 p.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Murray made a motion to approve the agenda as presented. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVE MINUTES

Commissioner Murray made a motion to approve the minutes of the Commissioners' Meeting held January 14, 2020 as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business to be Discussed.

NEW BUSINESS

**Consider Approval for Statewide Mutual Aid and Assistance Agreement with GEMA.** Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated this is an agreement with the Georgia Emergency Management and Homeland Security Agency that provides local governments of the State with authority to make agreements for mutual aid assistance in emergencies and ensure timely reimbursement of costs incurred by these emergencies and man-made disasters. County Administrator Thomas stated that this agreement is valid until March 1, 2024. County Administrator Thomas recommended the Board approve this agreement. Commissioner Davis made a motion to approve this agreement. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

**Consider Approval of SPLOST VII Intergovernmental Agreements.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated in the anticipation of continuing the Special Purpose Local Option Sales Tax, the County has met and discussed projects with the Municipalities and the Hospital Authority. County Administrator Thomas stated this is the Intergovernmental Agreement that is required to comply with the SPLOST requirements. County Administrator Thomas stated that this agreement has been signed by each of the Municipalities and the Hospital Authority and that the percentage shares are the same as in SPLOST VI. County Administrator Thomas recommended the Board approve this Agreement. Commissioner Murray made a motion to approve this Intergovernmental Agreement. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

**Consider Approval of Resolution – SPLOST VII.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that SPLOST VI agreement will end March 2021, if approved by Decatur County voters, SPLOST VII will continue seamlessly on April 1, 2021 for a six-year duration. County Administrator Thomas stated that this is not a tax increase, it is just a continuation of a very needed revenue stream for each Municipality, the Hospital and the County. County Administrator Thomas stated that this resolution sends the referendum to the voters. County Administrator Thomas stated that the percentage shares are broken down for each municipality, the County and the Hospital Authority. County Administrator Thomas stated that it also identifies the capital outlay projects that this revenue will be used for by each Municipality, the County and Hospital Authority. County Administrator Thomas recommended the Board approve this resolution. Commissioner Anderson made a motion to approve this resolution. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

**Consider Request from Sheriff’s Department – Confiscated Weapons.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a list of confiscated weapons and a request from Major Wendell Cofer to approve the bid from GT Distributors, Inc. to sale this lot of guns in the amount of \$6,055.00, and use this credit to purchase firearm needs for the Sheriff’s Department. Commissioner Murray made a motion to approve this request. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

**Consider Request from Public Works – Disposal of Surplus Property.** Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a list of equipment and vehicles from the Public Works Department. County Administrator Thomas stated that Public Works Director Dennis Medley, is requesting that the Board declare this list of vehicles and equipment surplus property and advertise for sale on GovDeals. Commissioner Davis made a motion to approve this request. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

**COMMISSIONERS / ADMINISTRATOR'S REMARKS**

All the Commissioners thanked everyone for coming to the meeting.

There being no further business, the meeting, on motion by Commissioner Murray, was duly adjourned. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Approved:  \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
County Clerk

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: DECATUR COUNTY, GA

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.

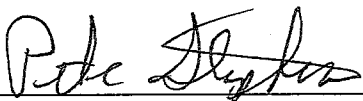
ARTICLE X  
TERM OF AGREEMENT

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

Pete Stephens, Chairman Board of Commissioners  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: DECATUR COUNTY

Date: 1 / 28 / 2020

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



APPENDIX A  
AUTHORIZED REPRESENTATIVE

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

Alan Thomas	County Administrator
Print Name	Job Title/Position

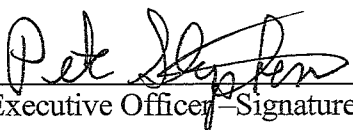
\_\_\_\_\_  
Signature of Above Individual

Charlie McCann	Emergency Management Director/Fire Chief
Print Name	Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Tonya Griffin	Deputy Emergency Management Director
Print Name	Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

  
\_\_\_\_\_  
Chief Executive Officer – Signature

Date: 1 / 28 / 2020

Pete Stephens, Chairman

PETE STEPHENS  
\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for DECATUR COUNTY  
for the purpose of reimbursement sought for mutual aid:

<u>Alan Thomas</u> Print Name	<u>County Administrator</u> Job Title/Position
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\_\_\_\_\_  
Signature of Above Individual

<u>Michelle West</u> Print Name	<u>Accounting Manager</u> Job Title/Position
------------------------------------	---

Michelle B. West  
Signature of Above Individual

_____ Print Name	_____ Job Title/Position
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\_\_\_\_\_  
Signature of Above Individual

Pete Stephens  
Chief Executive Officer –Signature

Date: 1 / 28 / 2020

Pete Stephens, Chairman  
Chief Executive Officer – Print Name

**SPLOST INTERGOVERNMENTAL AGREEMENT**

STATE OF GEORGIA

COUNTY OF DECATUR

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE  
SPECIAL PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

**THIS AGREEMENT** is made and entered into this 28<sup>th</sup> day of JANUARY, 2020 by and between Decatur County, a political subdivision of the State of Georgia (the "County"), and the City of Bainbridge, Georgia, the City of Attapulgus, Georgia, the Town of Brinson, Georgia, and the City of Climax, Georgia, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively) and the Hospital Authority of the City of Bainbridge and Decatur County (the "Authority").

**WITNESSETH:**

**WHEREAS**, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the county and;

**WHEREAS**, the County duly notified the Municipalities of a meeting set to discuss possible projects for inclusion in the SPLOST referendum, which meeting was held as scheduled on the 25<sup>th</sup> day of November, 2019 in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

**WHEREAS**, the County, Municipalities, and the Authority have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

**NOW THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County, Municipalities, and the Authority consent and agree as follows:

**Section 1. Representation and Mutual Covenants**

- A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the constitution of the State of Georgia;
- (ii) The governing body of the County is duly authorized to execute, deliver, and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 19<sup>th</sup> day of May, 2020 for the purposes of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Decatur County for a period of six years commencing on the 1<sup>st</sup> day of April, 2021 (which is the first day after the termination date for SPLOST 6, the said SPLOST 6 being the Special Purpose Local Option Sales Tax currently in effect in the County), to raise an estimated \$31,000,000.00 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing body of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et. seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et. seq.*

- D. The County, Municipalities, and the Authority agree to promptly and diligently proceed with the planning, acquisition, construction, equipping, installation and completion of the projects and purposes specified in Exhibit A of this Agreement.
- E. The County, Municipalities, and the Authority agree that each approved SPLOST project and purpose associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).
- F. The County, Municipalities, and the Authority agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project and purpose undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

### **Section 2. Conditions Precedent**

- A. The obligations of the County, Municipalities, and the Authority pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

### **Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on May 19, 2020, shall continue for a period of six (6) years with collections beginning on the 1<sup>st</sup> day of April, 2021, which day is the first day of the calendar quarter beginning subsequent to the last day of collection of SPLOST 6.

### **Section 4. Effective date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;

- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax, or
- (iii) The substantial completion of all projects and purposes described in Exhibit A.

#### **Section 5. County SPLOST Fund; Separate Accounts; No Commingling**

- A. A special fund or account shall be created by the county and designated as the 2021 Decatur County Special Purpose Local Option Sales Tax Fund ("SPLOST FUND"). The County shall select a bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a special fund to be designated as the 2021 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. The Authority shall create a special fund to be designated as the 2021 Special Purpose Local Option Sales Tax Fund. The Authority shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by the Authority upon such terms and conditions as may be acceptable to the Authority.
- D. All SPLOST proceeds shall be maintained by the County, each Municipality and the Authority in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County, the Municipalities or the Authority and shall be used exclusively for the projects and purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

#### **Section 6. Procedure for Disbursement of SPLOST Proceeds**

- A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring construction and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality and the Authority according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality and the Authority in accordance with Section 5 of this Agreement.

- C. Should any Municipality or the Authority cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share, or the Authority's share, of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly, as to the defunct Municipality, makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

### **Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

### **Section 8. Project Funding and Construction**

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement.

### **Section 9. Completion of Projects**

- A. The County, Municipalities, and the Authority acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.
- B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other project or purpose for that County in Exhibit A.
- C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project or purpose for that Municipality in Exhibit A.
- D. The County, Municipalities, and the Authority agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

### **Section 10. Certification of Completion**

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a

Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed and the final cost of the project.

#### **Section 11. Expenses**

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be entitled to receive such amounts for such administration as may be authorized by statute. Furthermore, the County shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

#### **Section 12. Audits**

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund, each Municipal Fund and the Authority Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County, Municipalities, and the Authority receiving SPLOST proceeds shall be responsible for the cost for their respective audits. The County, Municipalities, and the Authority agree to cooperate with the independent certified public accounting firm in audit by providing all necessary information.
- B. Each Municipality and the Authority shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds.

#### **Section 13. Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, postage prepaid, as follows:

- County of Decatur  
P.O. Box 726  
Bainbridge, Georgia 39818
- City of Attapulgus  
P.O. Box 99  
Attapulgus, Georgia 39815
- City of Climax  
105 Drane Street  
Climax, Georgia 39834



- Town of Brinson  
179 Clifton Street  
Brinson, Georgia 39825
- City of Bainbridge  
P.O. Box 946  
Bainbridge, Georgia 39818
- Hospital Authority of the City of Bainbridge and Decatur County  
1500 E. Shotwell Street  
Bainbridge, Georgia 39819

#### **Section 14. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County, Municipalities, and the Authority with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

#### **Section 15. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

#### **Section 16. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

#### **Section 17. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive pursuant to the term of this Agreement or materially affects the operation of this Agreement.

#### **Section 18. Compliance with Law**

The County, Municipalities, and the Authority shall comply with all applicable local, State, and Federal statutes, ordinances, rules, and regulations.

**Section 19. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.


**Section 20. Counterparts**

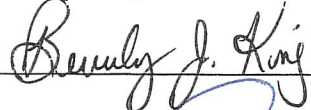
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 21. Mediation**

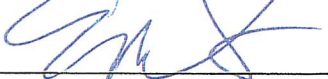
The County, Municipalities and the Authority agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as a mediator. Costs of mediation shall be shared equally among the parties to mediation.

**COUNTY OF DECATUR, GEORGIA**

By:   
Pete Stephens, Chairman

(Seal)  
Attest:  Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

By:   
Edward Reynolds, Mayor

(Seal)  
Attest:  Clerk

**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

By: \_\_\_\_\_  
Johnny Medley, Mayor

(Seal)  
Attest: \_\_\_\_\_ Clerk

MUNICIPALITY (TOWN) OF BRINSON, GEORGIA

By: \_\_\_\_\_

James Earp, Mayor

(Seal)

Attest: \_\_\_\_\_ Clerk

MUNICIPALITY OF CLIMAX, GEORGIA

By: \_\_\_\_\_

Joseph M. Kelly, Mayor

(Seal)

Attest: \_\_\_\_\_ Clerk

THE HOSPITAL AUTHORITY OF THE CITY OF  
BAINBRIDGE AND DECATUR COUNTY

By: \_\_\_\_\_

Glennie Bench, Chairman

(Seal)

Attest: \_\_\_\_\_ Clerk CEO.

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**Section 20. Counterparts**

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**COUNTY OF DECATUR, GEORGIA**

By: \_\_\_\_\_  
Pete Stephens, Chairman  
(Seal)  
Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF BAINBRIDGE, GEORGIA**

By: \_\_\_\_\_  
Edward Reynolds, Mayor  
(Seal)  
Attest: \_\_\_\_\_ Clerk

**MUNICIPALITY OF ATTAPULGUS, GEORGIA**

By: Johnny D. Medley  
Johnny Medley, Mayor  
(Seal)  
Attest: Renee Boyett Clerk

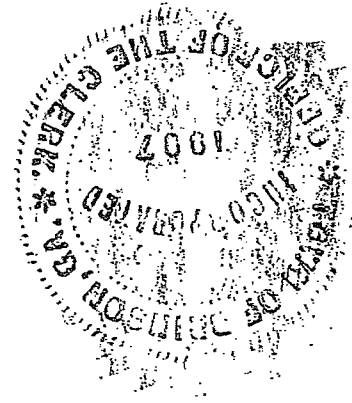
**MUNICIPALITY (TOWN) OF BRINSON, GEORGIA**

By: J. P. Earp

James Earp, Mayor

(Seal)

Attest: Ashley Miller Clerk



**MUNICIPALITY OF CLIMAX, GEORGIA**

By: \_\_\_\_\_

Joseph M. Kelly, Mayor

(Seal)

Attest: \_\_\_\_\_ Clerk

**THE HOSPITAL AUTHORITY OF THE CITY OF  
BAINBRIDGE AND DECATUR COUNTY**

By: \_\_\_\_\_

Glennie Bench, Chairman

(Seal)

Attest: \_\_\_\_\_ Clerk

MUNICIPALITY (TOWN) OF BRINSON, GEORGIA

By: \_\_\_\_\_

James Earp, Mayor

(Seal)

Attest: \_\_\_\_\_ Clerk

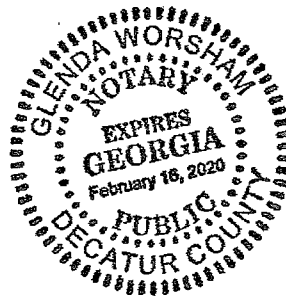
MUNICIPALITY OF CLIMAX, GEORGIA

By: Joseph M. Kelly

Joseph M. Kelly, Mayor

(Seal)

Attest: Glenda Worsham Clerk



THE HOSPITAL AUTHORITY OF THE CITY OF  
BAINBRIDGE AND DECATUR COUNTY

By: \_\_\_\_\_

Glennie Bench, Chairman

(Seal)

Attest: \_\_\_\_\_ Clerk

## EXHIBIT A

The Tax Revenue collected pursuant to the SPLOST VII Referendum shall be allocated and expended on county or municipal capital outlay projects as authorized by O.C.G.A. § 48-8-111, and described below:

### DECATUR COUNTY

46.11% allocated, or \$14,294,100 to be expended as follows:

• Emergency Services Building and Equipment	\$4,500,000
• Debt Service (WWTP, E911, and Silver Lake)	\$4,000,000
• S.O./Jail Building Improvements and Equipment	\$1,200,000
• S.O. Vehicles/Equipment	\$1,200,000
• County Facilities Improvement Projects	\$1,100,000
• Vehicle Fleet Upgrade	\$900,000
• Public Works Equipment and Materials	\$894,100
• Animal Shelter and Equipment	\$500,000

#### TOTAL

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\$14,294,100

### CITY OF BAINBRIDGE

38.50% allocated, or \$11,935,000 to be expended as follows:

• Sanitary sewer improvements and related debt service	\$5,035,000
• Park improvements and related debt service	\$2,800,000
• Animal shelter and related debt service	\$500,000
• Public property improvements, acquisitions and construction and related debt service	\$2,500,000
• Public safety equipment and related debt service	\$1,100,000

#### TOTAL

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\$11,935,000

### CITY OF ATTAPULGUS

1.61% of Revenue; \$499,100 to be expended as follows:

• City Hall and public safety projects/furnishings/equipment/technology upgrades	\$50,000
• Parks and recreation projects and equipment	\$15,000
• Public health projects and equipment	\$16,000
• Purchase/replacement of fleet vehicles	\$50,000
• Real estate acquisition and expansion of community center Property/furnishings/projects/equipment	\$20,000
• Solid waste management projects and equipment	\$120,000

- Street department projects/equipment/land acquisition \$80,000
- Water system hydrants/projects/equipment \$148,100

**TOTAL** \$499,100

**TOWN OF BRINSON**

0.77% allocated, or \$238,700 to be expended as follows:

- Electrical improvements \$70,000
- Water system upgrade \$125,000
- Building additions and refurbishing \$30,000
- Maintenance equipment and vehicles \$13,700

**TOTAL** \$238,700

**CITY OF CLIMAX**

1.01% of Revenue, \$313,100 to be expended as follows:

- Streets and roads \$91,500
- Street drainage and water upgrades \$60,000
- Public safety and fire equipment \$30,000
- Parks and recreation \$28,000
- Building improvements and repairs \$75,000
- City Hall \$28,600

**TOTAL** \$313,100

**HOSPITAL AUTHORITY OF THE CITY OF BAINBRIDGE AND DECATUR COUNTY**

12% allocated, or \$3,720,000 to be expended as follows:

- Renovate, upgrade and update facilities owned by The Hospital Authority of the City of Bainbridge and Decatur County, GA \$930,000
- Purchase of equipment of direct and indirect patient care and purchase of furniture and fixtures for patient and resident rooms \$2,790,000

**TOTAL** \$3,720,000



## EXHIBIT A

The Tax Revenue collected pursuant to the SPLOST VII Referendum shall be allocated and expended on county or municipal capital outlay projects as authorized by O.C.G.A. § 48-8-111, and described below:

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• County Facilities Improvement Projects	\$1,100,000
• Vehicle Fleet Upgrade	\$900,000
• Public Works Equipment and Materials	\$894,100
• Animal Shelter and Equipment	\$500,000

#### TOTAL

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• Animal shelter and related debt service	\$500,000
• Public property improvements, acquisitions and construction and related debt service	\$2,500,000
• Public safety equipment and related debt service	\$1,100,000

#### TOTAL

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\$11,935,000

### CITY OF ATTAPULGUS

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- Water system hydrants/projects/equipment \$148,100

**TOTAL** \$499,100

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- Maintenance equipment and vehicles \$13,700

**TOTAL** \$238,700

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- Streets and roads \$91,500
- Street drainage and water upgrades \$60,000
- Public safety and fire equipment \$30,000
- Parks and recreation \$28,000
- Building improvements and repairs \$75,000
- City Hall \$28,600

**TOTAL** \$313,100

**HOSPITAL AUTHORITY OF THE CITY OF BAINBRIDGE AND DECATUR COUNTY**

12% allocated, or \$3,720,000 to be expended as follows:

- Renovate, upgrade and update facilities owned by The Hospital Authority of the City of Bainbridge and Decatur County, GA \$930,000
- Purchase of equipment of direct and indirect patient care and purchase of furniture and fixtures for patient and resident rooms \$2,790,000

**TOTAL** \$3,720,000

## RESOLUTION

of the

### Decatur County Commission

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA TO REIMPOSE A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART I OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF DECATUR COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

**WHEREAS**, Part I of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, (the "Act") authorizes the imposition of a county one percent sales and use tax (the "SPLOST") for the purpose, inter alia, of financing certain capital outlay projects which include those set forth herein; and

**WHEREAS**, the Board of Commissioners of Decatur County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of Decatur County, Georgia (the "County") that a one percent SPLOST be imposed in the special district which consists of the entire County to raise approximately \$31,000,000 for the purpose of funding capital outlay projects (the "Projects"); and

**WHEREAS**, the Board of Commissioners delivered a written notice (the "Notice") to the mayor in each municipality located within the County regarding such SPLOST, the Notice was delivered or mailed at least 10 days prior to the date of the meeting and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

**WHEREAS**, a meeting was held on November 25, 2019, the date specified in the Notice giving the parties the opportunity to discuss the possible projects and purposes for inclusion in the referendum, including municipally owned and operated projects; and

**WHEREAS**, the County has entered into an Intergovernmental Agreement with the Municipalities that are party to the Agreement, to wit, the City of Bainbridge, the City of Attapulgus, the Town

of Brinson and the City of Climax and with the Hospital Authority of Bainbridge and Decatur County; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Decatur County, Georgia as follows:

(A) The Board of Commissioners of Decatur County, subject to the majority vote of the qualified voters of the County voting in an election for such purpose, shall impose within the County a special sales tax for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a Special Purpose Local Option Sales Tax in the amount of one percent (1%) on all sales and uses in the County for a period of no longer than six (6) years is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of "County Projects," "Municipal Projects," and "Hospital Authority Projects." The County Projects, the Municipal Projects, and the Hospital Authority Projects and estimated costs are set forth on Exhibit "A".
3. The SPLOST is to be imposed for a period of six (6) years.

(B) Call for Election; Ballot Form; Notice.

1. The election superintendent of Decatur County is hereby requested to call an election in all voting precincts in the County on the 19<sup>th</sup> day of May, 2020 for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.
2. The ballots to be used in the election shall have written or printed thereon substantially the following:

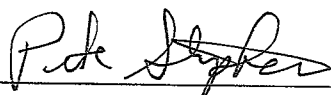
- ( ) YES  
( ) NO
- Shall a special one percent sales and use tax be imposed in the special district consisting of Decatur County for a period of time not to exceed six years and for the raising of an estimated amount of \$31,000,000 for the purpose of (1) funding capital outlay projects within Decatur County (i) *for Decatur County*: county wide projects: emergency services building and equipment; debt service for waste water treatment plant, E911, and Silver Lake; sheriff office/jail building improvements and equipment; sheriff office vehicles and equipment; county facilities improvement projects; vehicle fleet upgrade; public works equipment and materials; animal shelter and equipment; (ii) *for the City of Bainbridge*: sanitary sewer improvements and related debt service; park improvements and related debt service; animal shelter and related debt

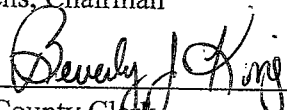
service; public property improvements, acquisitions, construction, and related debt service; public safety equipment and related debt service; (iii) *for the City of Attapulgus*: city hall and public safety projects, furnishings, equipment, and technology upgrades; parks and recreation projects and equipment; public health projects and equipment; purchase and replacement of fleet vehicles; real estate acquisition and expansion of community center property, furnishings, projects, and equipment; solid waste management projects and equipment; street department projects, equipment, and land acquisition; water system hydrants, projects, and equipment; (iv) *for the Town of Brinson*: electrical improvements; water system upgrade; building additions and refurbishing; maintenance equipment and vehicles; (v) *for the City of Climax*: street and road improvements; street drainage and water upgrades; public safety and fire equipment; parks and recreation; building improvements and repairs; and city hall; (vi) *for the Hospital Authority of the City of Bainbridge and Decatur County*: renovate, upgrade and update facilities owned by the Hospital Authority of the City of Bainbridge and Decatur County, GA; purchase of equipment of direct and indirect patient care and purchase of furniture and fixtures for patient and resident rooms.

3. It is hereby requested that the election be held by the election superintendent of Decatur County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the election superintendent of Decatur County canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the state revenue commissioner.
  4. The election superintendent of Decatur County is hereby authorized and requested to publish notice of the election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form set forth herein.
- (C) The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of Decatur County, with a request that the election superintendent of Decatur County issue the call for an election.
- (D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.

(E) This Resolution shall take effect immediately upon its adoption.

DECATUR COUNTY COMMISSION

  
\_\_\_\_\_  
Pete Stephens, Chairman

ATTEST:   
\_\_\_\_\_  
County Clerk

Adopted this 28<sup>th</sup> day of JANUARY, 2020.

**EXHIBIT A**

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• Animal Shelter and Equipment	\$500,000

<b>TOTAL</b>	<b>\$14,294,100</b>
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<b>TOTAL</b>	<b>\$11,935,000</b>
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<b>TOTAL</b>	<b>\$499,100</b>

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<b>TOTAL</b>	<b>\$238,700</b>

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1.01% of Revenue, \$313,100 to be expended as follows:

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• Public safety and fire equipment	\$30,000
• Parks and recreation	\$28,000
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• City Hall	\$28,600
<b>TOTAL</b>	<b>\$313,100</b>

**HOSPITAL AUTHORITY OF THE CITY OF BAINBRIDGE AND DECATUR COUNTY**

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• Purchase of equipment of direct and indirect patient care and purchase of furniture and fixtures for patient and resident rooms	\$2,790,000
<b>TOTAL</b>	<b>\$3,720,000</b>