GREENE COUNTY DEVELOPMENT AUTHORITY
MEETING MINUTES
Tuesday, August 13, 2024 8:00 a.m.
Greene County Administration Building
Commission Conference Room
1034 Silver Drive, Greensboro, GA 30642.

Members present were Scott Tolleson (Chairman), Rabun Neal (Vice-Chairman), Sam Young (Secretary), Vincent Lewis (Assistant Secretary), Dee Lindsey, Mark Lipscomb. Others present were David DuBois (Economic Development Director), Byron Lombard (County Manager), Mark Schulz (Chairman, Greene County Republican Party), Bart VanStekelenburg (Juturna), Gilbert Valdez (Cushman & Wakefield), Dick Schmidt (Attorney), Otho Tucker, Maggie Combs, John Ellenberg, Jim Baker.

I. Call to Order

Chairman Tolleson called the meeting to order at 8:02 am.

II. Amend Agenda

MOTION: Motion to amend agenda to include discussion of Intergovernmental Agreement was made by Mark Lipscomb and seconded by Sam Young.
VOTE: Motion was approved by unanimous vote.

III. Approval of July 9, 2024 Minutes

Minutes of July 9, 2024 meeting reviewed by board members.

MOTION: Motion to approve the minutes of the July 9, 2024 meeting was made by Dee Lindsey and seconded by Vincent Lewis.
VOTE: Motion was approved by unanimous vote.

IV. Review and Approval of Financial Reports as of August 13, 2024

Sam Young discussed details of the financial activities since the last meeting.

MOTION: Motion to approve financial report for informational purposes only was made by Mark Lipscomb and seconded by Dee Lindsey.
VOTE: Motion was approved by unanimous vote.

V. Business Items

A. Economic Development Report
   a. David DuBois provided update of economic development related activity including recent inquiry from Georgia Power and the State of Georgia for Project Rubber Bubble.

B. Industrial Park Maintenance – Tree Removal
   a. Industrial Park fallen tree removed from private property by contractor.

C. Discussion of Intergovernmental Agreement for Wastewater Collection System Expansion Project (2024)
   a. Dick Schmidt gave a brief description of the parties to the agreement, scope of the project, and reasons for the Greene County Development Authority (GCDA) involvement in the project including promotion of increased residential development, increased sales tax revenue, and increased property tax revenue. Mr. Schmidt also disclosed that he will

represent Piedmont Water and Jim Woodward will represent the Greene County Development Authority in the project. Mr. Schmidt gave a brief overview of the flow of funds for paying the construction costs throughout the project answering a question by Scott Tolleson, and that the GCDA will receive the Authority's standard project administrative fee of 1/4 of 1% of $2,000,000 equal to $5,000 for management and administration with the County for the project. Schmidt also stated that there is no apparent legal conflict of interest for Rabun Neal.

b. Vincent Lewis raised questions about consumer protection concerning prices charged by Piedmont. He also asked if tying into the line by current residents would be required.
c. Byron Lombard stated that the project will contribute to economic development with a better quality of wastewater treatment than is currently available in this area of the county. He also stated that current residents will not be required to tie into the line once completed. Mr. Lombard shared that existing communities have expressed interest in tying into the line for service and were not concerned with the costs related.
d. Mark Lipscomb stated that the residents on Richland Connector will benefit from the new line.
e. Jim Baker commented on rate of growth citing the length of time it took for Greene County to grow from 15,000 to approximately 22,000 people now. Mr. Baker urged people not to panic, it's a great opportunity, and the schools are still a key issue.
f. Scott Tolleson raised questions about agreement details and noted that the meeting minutes will reflect Rabun Neal voluntary recusal from vote.

MOTION: Motion to approve the Intergovernmental Agreement for Wastewater Collection System Expansion Project (2024) (attached hereto and made a part of) was made by Vincent Lewis and seconded by Mark Lipscomb.
VOTE: Motion was approved by votes of 5 members (Scott Tolleson, Sam Young, Vincent Lewis, Mark Lipscomb, and Dee Lindsey). Rabun Neal voluntarily recused himself from vote.

VI. Public Comments

A. Maggie Combs gave an overview of The Wellbeing Project for Greene County 2024 covering the mission, purpose, theory of change, process, team, and request for support. Combs stated the cost of the project of $30,000 and requirement of participation of public, private, and nonprofit financial support. Ms. Combs also discussed the need for data collection, analysis, and availability to support findings. Combs answered questions from those in attendance.
B. Scott Tolleson stated that the development authority is currently in a strategic planning process and raised questions of what is the value to the development authority and how will the board of education benefit from this study. Tolleson also stated that having hard data to support the findings is good. He also inquired about the estimated time frame for completion. Dick Schmidt and Combs stated that the goal is to have the results before January.
C. David DuBois raised the question of what is the plan of action to address needs after completion of the study.
D. Otho Tucker stated that one goal is to bring representatives of various groups together to make a plan to address needs and promote better teamwork throughout the community to improve the education system.
E. Vincent Lewis asked if the organization is a 501 (c)(3) and added that he will contribute.
F. Mark Lipscomb stated that he will support a contribution of $5,000 by the GCDA for an opportunity to make a change in education in Greene County.
G. Mark Schulz stated that he was not aware there would be a discussion about the IGA. Schulz recommended that Piedmont Water change rate structure to a pro-rated structure to address

customers that do not use the minimum monthly amount of water that customers are currently billed for. Schulz mentioned the When Blacks and Whites Work Together event at Parkside Main Theater on Wednesday, August 14, 2024 at 6:00 pm.

MOTION: Motion to approve a financial contribution of $5,000 to the Greene Wellbeing Project 2024 by GCDA was made by Mark Lipscomb and seconded by Rabun Neal.
VOTE: Motion was approved by unanimous vote.

VII. Executive Session
There was no need for an executive session at this time.

VIII. Adjourn
Vice Chairman Rabun Neal asked if there was any further discussion needed and called for a motion to adjourn meeting.

MOTION: Motion to adjourn meeting was made by Dee Lindsey and seconded by Vincent Lewis.
VOTE: Motion was approved by unanimous vote.

I, Sam Young, Secretary of the Greene County Development Authority, do hereby certify that the foregoing pages constitute a true and correct copy of the session minutes of the Greene County Development Authority meeting held on Tuesday, August 13, 2024.

This the 10th day of September, 2024.

Samuel M. Young

Sam Young, Secretary

<u>**INTERGOVERNMENTAL AGREEMENT**</u>

Wastewater Collection System Expansion Project (2024)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the 13th day of August, 2024 (the "Effective Date"), by and between **GREENE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and the **GREENE COUNTY DEVELOPMENT AUTHORITY**, an instrumentality of the State of Georgia and a public corporation (the "Authority").

WITNESSETH:

WHEREAS, the Authority is a State of Georgia constitutionally-chartered authority, created under the "Greene County Development Authority Act" (Ga. Laws 1963, p. 3005) (the "Act"); and

WHEREAS, the Act was amended by the Georgia General Assembly in 1980 (*see* Ga. Laws 1980, p. 3105) to clarify that, except as specifically provided otherwise in said Act or the Constitution, the Authority shall have the same powers, duties, rights, responsibilities, and obligations, as an authority under the general "Development Authorities Law" (*i.e.*, O.C.G.A. § 36-62-1 et seq.); and

WHEREAS, pursuant to Development Authorities Law, one purpose of the Authority is the development and promotion of trade, commerce, industry, and employment opportunities for the public good and general welfare and to promote the general welfare of the State; and

WHEREAS, the Development Authorities Law, at O.C.G.A. § 36-62-2 (Definitions) provides, in part, that, "As used in this chapter, the term: … (6) 'Project' includes: … (N) [t]he acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities. A project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of this chapter"; and

WHEREAS, the Development Authorities Law, at O.C.G.A. § 36-62-6 (Powers of Authorities) provides, in part, that, "(a) [e]ach authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including, but without limiting the generality of the foregoing, the power: … (3) To make and execute contracts and other instruments necessary to exercise the powers of the authority, any of which contracts may be made with the county in which the authority is located …; each such county … [is] authorized to enter into contracts with the authority"; and

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

WHEREAS, the Authority and the County are entering into this Agreement regarding a Project (described below) wherein the County shall deliver funds to the Authority, such funds to be applied to a wastewater collection system expansion project (more particularly described below as the "Project") and wherein the Authority will manage the administration of such fund contribution and monitor the Project and the other participants' performance under a corresponding Project development participation agreement, all of which the Authority and the County agree will promote the generation of County-wide public benefits and will further the public purpose of the Development Authorities Law; and

WHEREAS, the Authority and the County agree that the project or projects described herein promote the development of trade, commerce, industry, and employment opportunities.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the County hereby agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

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

Section 1.02 Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. Words such as "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word may be used. All references herein to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Agreement by this reference, as if such recitals were repeated here in their entirety.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS

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

(a) The Authority is a public body corporate and politic of the State, having the power to enter into and execute, deliver and perform this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental Authority, agency or other person is required in connection with the delivery and performance of this Agreement by it; and

(b) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Agreement or the ability of the Authority to comply with any of its obligations hereunder; and

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

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

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

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

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

Section 2.03 **<u>Project Specifics and Public Benefits</u>**. The wastewater collection system expansion project is proposed to add approximately 4,000 residential units of wastewater treatment capacity within the Project Area (defined below) (the "Project"). As a result, the County and the Authority expect to benefit through incentivized economic development in the Project Area due to an increase in the potential development density of real property within the Project Area and reduced upfront land development costs to developers. The Project will also facilitate redevelopment within existing neighborhoods where current setbacks and soil conditions are not conducive to lake front home construction. The increase in potential density and reduced development costs is expected to increase sales tax revenues and the value of the County's tax digest.

The Project is also expected to benefit several developers that have residential development projects ready to move forward immediately and which will utilize the expanded wastewater collection system and corresponding treatment capacity for their currently planned residential projects, as well as Piedmont which will gain access to the Project Area for additional customers in its Carey Station Water Reclamation Facility.

In addition to the economic benefits referenced above, the Project is also environmentally friendly. Septic systems are known to contaminate rivers and lakes within their watersheds, and the increased sewer availability will protect the local environment from additional on-site septic tank systems. The unavailability of public sewer and/or water precludes the ability to develop projects which cannot utilize septic tanks.

ARTICLE III
AUTHORITY'S PROJECT PARTICIPATION ACTIVITIES

Section 3.01 Services. The Authority shall use the Funds (defined below) for the benefit of the County regarding the Project which contribution will promote the generation of County-wide public benefits and further the public purpose of the Development Authorities Law in the development of trade, commerce, industry, and employment opportunities, such Project being more particularly described as follows:

(a) The proposed Project involves the expansion of the wastewater collection system along State Route 44, across the Richland Connector, and then south to the Walker Church Community (the "Project Area") which is privately owned and operated by Piedmont Water Resources, LLC ("Piedmont"). The expanded wastewater collection system, as presently designed, will consist of three submersible pumping stations and approximately 52,000 linear feet of 6", 8", 10" and 12" force mains which will receive and transport wastewater along the corridors of Hatchers Run, Walker Church Road, Richland Connector, Highway 44, and Carey Station Road to Piedmont's existing Carey Station Water Reclamation Facility. The cumulative expanded sewer collection system will provide sewer collection capacity for approximately 4,000 new residential units.

(b) The Project partners will be the Authority and Piedmont (each called a "Participant" or, collectively, the "Participants"). The Participants will enter into a Project development participation agreement that will include, at a minimum, the following terms and conditions:

(1) All Participants shall enter into the Project development participation agreement.

(2) Piedmont, as the water and sewer utility provider for the Project Area and owner/operator of its Carey Station Water Reclamation Facility serving the Project, will be the party responsible for managing the construction, operation, and maintenance of the Project.

(3) The Authority will contribute the Funds received from the County (described below), and Piedmont will cause to be contributed additional funds from other parties utilizing the collection system sufficient to cover all Project costs associated with the construction of the wastewater transportation facilities necessary to accommodate their currently planned residential development projects.

(4) Piedmont will pay the balance of all Project costs after applying the contributions received from the other Project Participants.

(5) Upon completion of the Project construction, Piedmont shall be responsible for providing sewer treatment capacity in its Carey Station Water Reclamation Facility for the Project Area equal to the treatment capacity requirements of the Project (currently estimated at 4,000 new residential unit connections) as the demand grows.

(6) As additional consideration for the Project, Piedmont will specifically reserve collection capacity in the line leading to the Carey Station Water Reclamation Facility for at least 597 residential units within the Project Area over and above any currently planned residential development project demands as referenced in subparagraph (3) above.

(7) The agreement shall remain effective until the Project construction is completed and as necessary to accommodate the currently planned residential development projects referenced above and for additional residential development within the Project Area of at least 597 units.

(c) The preliminary budget for the Project is approximately $13,400,000. All capacity rights will be allocated to currently planned and future residential development within the Project Area. The combined $13,400,000 investment will enable treatment capacity for the 4,000 additional residential units.

(d) The Authority shall enter into the Project development participation agreement referenced above and will manage the application of the Funds received from the County toward the construction costs of the Project.

(e) The Authority shall monitor the Project and the performance therein by the other Participant.

(f) The Authority shall account to the County regarding the expenditure of any and all public funds including the Funds. Said accounting shall include periodic (at least quarterly) accounting during the performance of the Project, accounting following the completion of the corresponding construction, and accounting within thirty (30) days following the completion of all terms and conditions of this Agreement.

(g) The Authority shall report to the County in writing at least quarterly regarding the progress of the Project and regarding the completion of the goals to be accomplished hereunder toward the promotion of the County-wide public benefits more particularly described herein.

Section 3.02 Books and Records. The Authority shall maintain accurate books and records of its activities in furtherance of its accounting and reporting obligations stated above.

Section 3.03 Authority's Right to Subcontract. The Authority shall have the right to subcontract for the provision of any of the services to be provided under this Agreement.

ARTICLE IV
FUNDS TO BE PAID OVER BY THE COUNTY TO THE AUTHORITY

Section 4.01 Payment of Project Funds by the County. Pursuant to this Agreement and in furtherance of the public purposes stated herein, the County shall, within thirty (30) days following the effective date of the corresponding Project development participation agreement referenced herein, deliver TWO MILLION DOLLARS ($2,000,000) (the "Funds") over to the Authority for the Authority to utilize in application of the Project described herein which Funds shall be managed in accordance with the terms and conditions as described in this Agreement.

Section 4.02 Payment of Authority's Fees and Costs. In addition to the Funds described above, the County shall also pay the Authority's standard project management administrative fee of one-quarter of one percent (1/4 of 1% of $2,000,000 = $5,000) and shall pay the Authority's reasonable attorney fees associated with its engagement of outside counsel related to the Authority's management and administration of this Project with the County.

Section 4.03 No Debt, Claim, or Lien. Neither this Agreement nor the obligation of the County to pay Funds over to the Authority shall constitute an indebtedness or general obligation of the State, the Authority, the County or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation for the creation of public debts whatsoever, nor a pledge of the faith and credit or taxing power of any of the foregoing, nor shall any of the foregoing be subject to any pecuniary liability thereon. Except as provided in this Agreement, no private person or entity shall ever have the right to compel the exercise of the taxing power of the State, the County, or any other political subdivision of the State, to pay the County's obligations hereunder or to enforce payment thereof against any property of the foregoing, nor shall this Agreement or the obligations of the County hereunder constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the foregoing.

Section 4.04 County's Remedies. If the Authority shall fail to perform any of its obligations hereunder, the County may institute such action against the Authority as the County may deem necessary to compel such performance. If the Funds are mismanaged in any way, the County may also seek to recover up to 100% of the Funds from the Authority. The County may prosecute or defend any action or proceedings against third parties or take any other action which the County deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the County.

ARTICLE V
LIMITED LIABILITY

Section 5.01 Limited Liability. No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Authority or the County contained in this Agreement for any claim based hereon or thereon against any member, director, officer, employee or agent of the Authority or the County or of any successor thereto, in his or her individual capacity, either directly or through the Authority, whether by virtue of any constitutional provision, statute or rule of law. This Agreement is solely a corporate obligation, and no personal liability shall attach to or be incurred by, any member, director, officer, employee or agent of the County, the Authority or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Authority and the County and all personal liability of any character against every such member, director, officer, employee and agent is, by the execution of this Agreement, expressly waived and released. The immunity of members, directors, officers, employees and agents of the Authority and the County under the provisions contained in this Section 5.01 shall survive the termination of this Agreement.

ARTICLE VI
DEFAULT; REMEDIES

Section 6.01 Events of Default Defined. The following shall be "events of default" under this Agreement and the term "event of default" shall mean, whenever used in this Agreement, any failure by the County or the Authority to perform any of the obligations, agreements, conditions, covenants or terms herein required to be performed by it and such default shall continue for a period of thirty (30) days after written notice has been given by the party alleging default; provided, however, that if the party has undertaken to cure such default, but such default is not reasonably curable within the thirty (30) day period, the default shall be stayed while the party diligently pursues the cure.

Section 6.02 Remedies on Default.

(a) Upon the occurrence and continuance of an Event of Default hereof, the party alleging default may by written notice take whatever action at law or in equity may appear necessary or desirable to enforce the non-monetary obligations of the allegedly defaulting party hereunder.

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

(c) Failure to properly and completely cure any such default may result in the termination of this Agreement by the non-defaulting party hereto upon notice to the defaulting party in accordance with Section 7.03.

Section 6.03 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.04 **<u>Failure to Enforce Agreement Not a Waiver</u>**. The failure of the parties to enforce any agreement, condition, covenant or term by reason of any default or breach hereof shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VII
TERM; MISCELLANEOUS

Section 7.01 **<u>Term of this Agreement</u>**. This Agreement shall be in full force and effect from the Effective Date through completion of the Project and thereafter as necessary for the completion of OLDC and OBC's developments and for additional residential development within the Project Area of at least 597 units. Upon completion of each of these stages of the Project, and following any remaining accounting and reporting requirements hereunder, then this Agreement may be terminated.

Section 7.02 **<u>Reporting Requirements</u>**. The Authority shall furnish to the County the following information or reports:

(a) The accounting and reporting obligations as stated in Section 3.01 above; and,

(b) Such other information as may be reasonably requested by the County relating to expenditure of the Funds and the economic development activities of the Authority.

Section 7.03 **<u>Notices</u>**. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority and the County, as applicable, if sent by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority:	Greene County Development Authority Attn: Board Chairman 1034 Silver Drive, Ste. 201 Greensboro, Georgia 30642
with a copy to:	James R. Woodward Gray Pannell & Woodward LLP 336 Hill Street Athens, Georgia, 30601
If to the County:	Greene County Board of Commissioners Attn: County Manager 1034 Silver Drive, Ste. 201 Greensboro, Georgia 30642
with a copy to:	Jarrard & Davis, LLP Attn: Greene County Attorney 222 Webb Street Cumming, Georgia 30040

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

Section 7.04 **Binding Effect; No Partnership or Agency**. This Agreement shall inure to the benefit of and shall be binding upon the Authority and the County, and their respective successors and assigns. No partnership or agency relationship among the parties shall be created as a result of this Agreement.

Section 7.05 **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.06 **Entire Agreement; Amendments and Modifications; Waiver**. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by all of the parties. Any provision of this Agreement may be waived only in a writing signed by the party to be charged with the waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement.

Section 7.07 **Execution Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.08 **Captions**. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 7.09 **Law Governing Construction of Agreement**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws principles.

Section 7.10 **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Authority agrees that, during performance of this Agreement, the Authority, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Authority agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 7.11 **E-Verify**. The Authority shall submit a completed affidavit to the County averring that it has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that will continue to use the federal work authorization program throughout the term of the Agreement.

In the event Authority employs or contracts with any subcontractor(s) in connection with this Agreement, Authority agrees to secure subcontractor affidavits from such subcontractor in accordance with the requirements of O.C.G.A. § 13-10-91 and Georgia Rule 300-10-1-.02. If a subcontractor affidavit is obtained, the Authority agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor.

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

GREENE COUNTY, GEORGIA

By: ______________________
Gary Usry, Chairman

[COUNTY SEAL]

BOARD OF COMMISSIONERS OFFICIAL COUNTY SEAL GREENE COUNTY, GEORGIA

Attest: ______________________
Sylvia V. Hill, County Clerk

GREENE COUNTY DEVELOPMENT AUTHORITY

By: ______________________
Scott Tolleson, Chairman

[AUTHORITY SEAL]

GREENE COUNTY DEVELOPMENT AUTHORITY CORPORATE SEAL GREENE COUNTY GEORGIA

Attest: ______________________
Sam Young, Authority Secretary

The Wellbeing Project
GREENE COUNTY
2024

MISSION

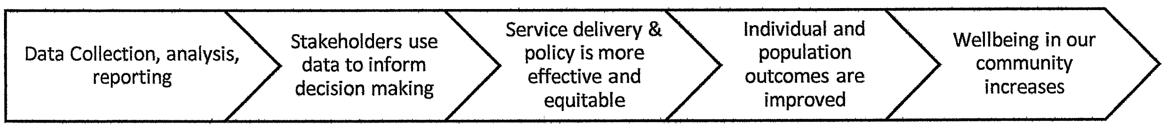
The Greene Wellbeing Project (GWP) will empower the Greene County community with meaningful data that will lead to more informed decision making, improvements in service delivery and greater quality of life for our citizens.

PURPOSE

Support our community leaders and institutions by providing a comprehensive snapshot of Greene County's unique needs and assets. The survey data will close the gap in existing data sets, providing our community with more robust information that can be used to inform policy and practice in a variety of settings.

The GWP is pioneering an unprecedented collaboration of community leaders, using a data collection approach that is unique and comprehensive. Our assessment provides information in five proposed domain areas: economy, workforce development, healthcare, housing, and education.

THEORY OF CHANGE: How to extend beyond goals and objectives to include impact



Data becomes information, information becomes knowledge,
knowledge can change the way people make decisions.
Making more informed and evidenced-based decisions leads to better and
more efficient resource allocation and changes outcomes.

PROCESS

Greene County community leaders (~30-40) will participate in one-hour focus groups that will include open-ended, semi structured questions. Conversations will be recorded for data analysis. Results will be analyzed and shared with the GWP. The outcome will be a report identifying Greene County's most pressing challenges locally, the strengths and assets of the county and how they can be used to address the identified challenges.

TEAM

Grace Bagwell-Adams, Ph.D., MPA, Associate Professor, UGA Dept of Health Policy & Management
Sarah McKinney, President, Athens Area Community Foundation
Maggie Combs, MPA, Global Director Community Impact, Boston Scientific, BOE Member Elect (4)

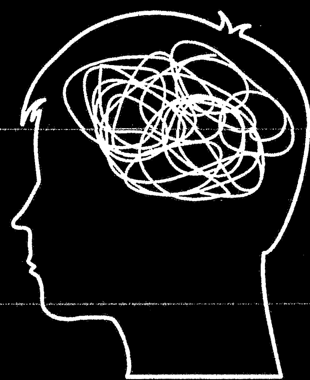
REQUEST

The Greene Wellbeing Project will cost $30,000 and will require the alignment and participation of public, private, and nonprofit engagement and financial support.

YOUTH BEHAVIORAL HEALTH

Athens-Clarke County experienced a significant increase in behavioral and mental health issues among youth.

The problem has been exacerbated by the COVID-19 pandemic, severe workforce shortages, and an overall lack of resources for children.

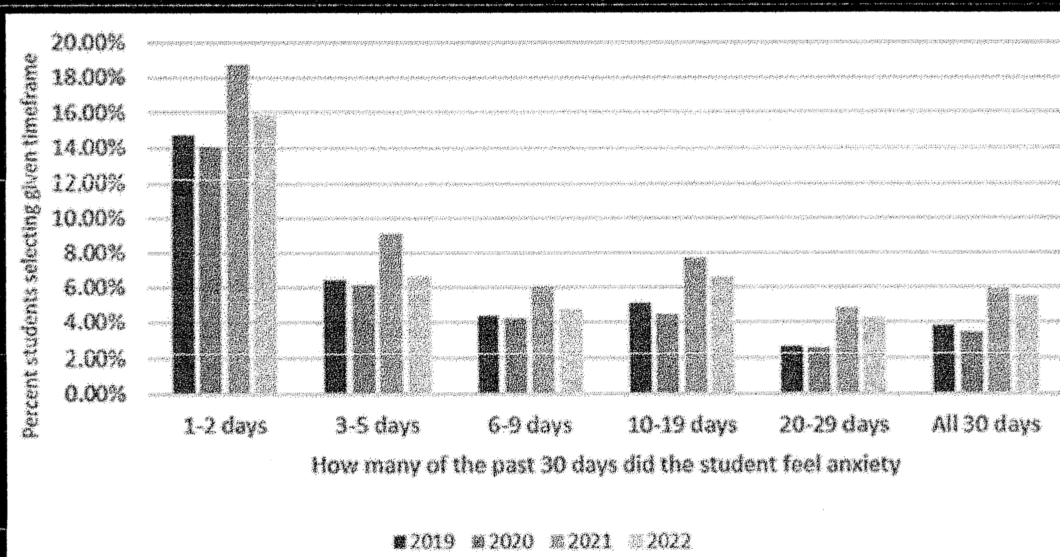


Children who have experienced an adverse childhood experience (ACE) are much more likely to have mental health disorders and illicit substance use.

Mental Health Outcomes

Anxiety in the Past 30 Days, GA DOE Survey, Grades 6-12, Oconee County, GA, 2019-2022

The % of students that have felt intense anxiety, worries, or fear has increased every year for each day range



2nd leading cause of death for youth was suicide in 2020 [1]

40,000 students in Georgia reported attempted suicide in 2019 [2]

50% increase of youth experiencing a major depressive episode in the 2000's [3]

1 in 5 children report suffering from a mental illness in Georgia [2]

1. Centers for Disease Control and Prevention. (2021). Fast Facts. Centers for Disease Control and Prevention.
2. Sofferin, D. (September 10, 2022). Georgia Kids and Youth Face Mental Health Crisis. Georgia Department of Behavioral Health and Developmental Disabilities.
3. Curtin, S. C. (2020). State Suicide Rates Among Adolescents and Young Adults Aged 10-24: United States, 2000-2018. National Vital Statistics Reports : From the Centers for Disease Control and Prevention, National

For more information go to www.athenswellbeingproject.org or contact us at rbaskam@uga.edu