



REGULAR MEETING

May 15, 2023
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are optional for all meeting participants.

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the April 17th Regular Meeting and April 24th Work Session. **ACTION:**
6. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. Dr. Emmett Griswold, new President of Albany Technical College, is present to introduce himself and provide an update to the Board.
 - b. William Ashberry, Chairman of the Board of Tax Assessors, present to update the Commission regarding the search and appointment of the Chief Appraiser role.
 - c. Public Works Director Chuck Mathis present to provide an update on Putney Park.

7. Purchases.

- a. Consider for action the recommendation to purchase four 2023 Pickup Trucks for Public Works from the lowest quoted vendor, Prince Automotive Group (Albany, GA) in the amount of \$152,566. The purchase will include two (2) 2023 Chevrolet Silverado 1500 Pickup Trucks (\$37,354 each) and two (2) 2023 GMC Sierra 1500 Pickup Trucks (\$38,214 & \$39,644). The truck replacements are in stock and are available for immediate delivery. The purchase will fulfill the award that vendors have not been able to honor due to the pandemic. Funding is available in SPLOST V and SPLOST VII. County Administrator Michael McCoy will address. Public Works Director Chuck Mathis is present. **ACTION:**
- b. Consider for the action the recommendation to rescind the purchase of two (2) 2021 Dodge Ram 1500 Pickup Trucks for the Public Works Department from Albany Chrysler-Dodge-Jeep-Ram (Albany, Ga) in the amount of \$52,880. The initial award was approved in the April 5, 2021 Regular Meeting and the vendor is not able to provide vehicles that meet specifications. **ACTION:**
- c. Consider for the action the recommendation to rescind the purchase of one (1) 2022 F-150 Truck for Public Works from the State Contract Vendor Wade Ford (Smyrna, GA) for the total expenditure of \$30,467. The initial award was approved in the July 18, 2022 Regular Meeting and the vendor was able to provide one of the two vehicles awarded. **ACTION:**

8. Additional Business.

- a. Consider for action the recommendation from Commissioner Clinton Johnson to fund the 2023 Albany Dougherty Youth Unit (ADYU) Summer Program in the amount of \$15,000. The recommendation was provided in the May 1, 2023 Regular Meeting. Funding will be provided in the DATE fund. Commissioner Johnson will address. **ACTION:**
- b. Consider for action the Resolution providing for the acceptance and execution of the Intergovernmental Support Agreement with the Marine Corps Logistics Base (MCLB) to provide mosquito spraying. County Administrator Michael McCoy will address. Public Works Director Chuck Mathis is present. **ACTION:**

9. Updates from the County Administrator.

- a. REMINDER** - The Finance Committee will meet immediately following the Work Session in Room 120.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

April 17, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on April 17, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Clinton Johnson, Ed Newsome and Anthony Jones. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, County Clerk Jawahn Ware, and other staff. Commissioner Russell Gray participated via teleconference. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance by the Chairman, he called for approval of the minutes for the March 20th Regular Meeting and March 27th Work Session.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the minutes were unanimously approved.

The Chairman recognized The Albany Good Life Semi-Pro PBA Basketball Team, Head Coach Tracy Brown, Club Manager Macthias Jones and PR Director Yaz Johnson to be recognized for their recent accomplishments and accept the Proclamation from the Board of Commissioners commemorating the recent championship. The proclamation read as follows:

**A PROCLAMATION
BY THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA
COMMEMORATING THE ALBANY GOOD LIFE BASKETBALL TEAM'S
CHAMPIONSHIP SEASON.**

WHEREAS, the Albany Good Life Basketball Team, aptly named in honor of the "Good Life City" of Albany, Georgia, held its first ever tryouts on October 17, 2022, and formed the area's first semi-professional basketball team in over ten years;

WHEREAS, the Albany Good Life Basketball Team competes in PBA by 1891 League, which features a number of teams throughout Georgia, Alabama, North Carolina and Florida;

WHEREAS, in its inaugural year, the Albany Good Life Basketball Team completed a near-perfect regular season with a record of 11-1 and then went on to win D-League championship by defeating Bradenton Yessuh out of Bradenton, Florida by a final score of 110-93;

WHEREAS, in winning the D-League championship, the Albany Good Life Basketball Team made history by being the first ever semi-professional level team from Albany to win a championship;

WHEREAS, the contributors to the Albany Good Life Basketball Team’s championship run featured guards Carlos Brown, Kamil Brown, Quan Brown, Nick Cummings, Zabrayan Jones, Ezekiel Prince, Ted Hosley, Ricardo Rivera, and Dontrayvius Sims as well as forwards Jamorris Gaines, Keion Miller, Kel Miller, Travious Powell, Derrick Wafford and Darrell Williams along with center Davonte Ward; Tianna Thompson, Game Day Manager, and Tim White, Assistant Coach,

WHEREAS, Head Coach Tracy Brown, Club Manager Macthias Jones, Public Relations Director Yaz Johnson and Ownership Group 1891, LLC were instrumental in guiding the Albany Good Life Basketball Team to glory;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Dougherty County, Georgia acknowledges the Albany Good Life Basketball Team for its championship season. As a Board we wish to extend our warmest congratulations to the Albany Good Life Basketball Team for its extraordinary efforts and extend our gratitude for the pride it brings to Dougherty County.

This the 17th day of April, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman

The Chairman recognized Human Resources Interim Director, Erica Potts to provide an update on the proposed County summer internship program. Mrs. Potts shared that many of our partners no longer require internships as a prerequisite, so participation in our program has dwindled. This summer, the County plans to hire 11 students [10 direct and 1 grant funded]. It is planned for the program to be June 5, 2023- July 21, 2023. The ACCG rate is \$12/ hour and the County plans to mirror the same rate. Students will not work over 200 hours. The projected cost, without taxes is \$24,000 and funding will be provided from the GCAPS budget because the program no longer exists. Mr. McCoy and Attorney Shalishali shared that internships are typically under the direction of the County Administrator.

The Chairman called for consideration to purchase a 2023 Chevrolet 1500 Pickup Truck for Public Works from the lowest quoted vendor, Prince Automotive Group (Albany, GA) in the amount of \$44,729. The truck is in stock and is available for immediate delivery. Funding is budgeted in SPLOST VII.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously.

The Chairman called for consideration to purchase one MSV Series 2000 Bookmobile for the Dougherty County Library from the responsive and responsible vendor meeting specifications, Mathews Specialty Vehicles (Greensboro, NC) in the amount of \$365,286. Funding is budgeted in ARPA. County Administrator Michael McCoy addressed. City of Albany Buyer Corey Gamble and Library Director Gail Evans were present. Mr. McCoy said that he recommended approval and that the Library Board is excited to have mobile ability to provide services throughout the community, especially during the renovation of the Westtown location.

Commissioner Johnson moved for approval. Commissioner Gaines seconded the motion. Under discussion, Commissioner Johnson shared that this would put Westtown renovations in a stronger position [for a grant]. Ms. Evans shared that the Library Board applied for an MRR grant and is waiting for the state budget to be completed to see if the grant was approved. Mr. Gamble mentioned that the bookmobile is scheduled to be delivered within 1 year and 8 months but the price stays the same. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to accept the resolution declaring a 2016 Ford Taurus Police Interceptor (from the Dougherty County Police Department) as surplus and authorize the sale through Underwriters Safety & Claims.

Commissioner Newsome moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 23-021 is entitled:

RESOLUTION
ENTITLED
A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED
2016 FORD TAURUS POLICE INTERCEPTOR (VIN NO.
1FAHP2MT1GG154383) AND HAVE SAID SURPLUSED
SALVAGED VEHICLE DISPOSED OF THROUGH
UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY
COUNTY’S THIRD PARTY ADMINISTRATOR; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration to purchase to accept Concept G for the development of the proposed morgue in the estimated amount of \$1,300,720. Funding will be available in SPLOST VII.

Commissioner Edwards moved for approval. Commissioner Gaines seconded the motion. Commissioner Gray offered a substitute motion to table this purchase to explore alternate location options. Commissioner Newsome seconded the motion. The substitute motion failed with two ayes and five nays by Commissioners Edwards, Johnson, Gaines, Jones, and Chairman

Heard. The original motion for approval passed with five ayes and two nays by Commissioners Gray and Newsome.

The Chairman called for the continued discussion and review of the proposed multi-generational community facility in the estimated amount of \$982,850 (Option 1) and the option to add a safe room to the facility in the estimated amount of \$2,509,054 (Option 2). Funding will be available in SPLOST VII. County Administrator Michael McCoy and Architect David Maschke addressed. Mr. McCoy shared that Option 2 was added per the direction of the Chairman from the last meeting and will be value added; but Option 1 will satisfy the needs of the community. Mr. Maschke shared that Option 2 will upsize the community meeting room to meet the requirements of the saferoom within GEMA guidelines. Commissioner Jones added that he is in favor of Option 1 because of the need.

The Chairman called for consideration to develop the proposed multi-generational community facility at Putney Park.

Commissioner Jones moved for approval. Commissioner Edwards seconded the motion. Commissioner Johnson made a substitute motion to take to this item to the Recreation Committee Meeting to determine funding and consider other needs/desires presented by other Commissioners. Commissioner Gaines seconded the motion. The motion to table passed with four ayes and three nays by Commissioners Newsome, Jones, and Gray. It was shared that the Board was not against the citizens of Putney, but Commissioner Johnson stressed that this will give an opportunity to vet the request and find funding. Commissioner Edwards said that many of these projects need to be discussed more.

Commissioner Gray left the teleconference at 11:11 am.

The Chairman called for consideration of the recommendation from Human Resources to accept the 2023 Georgia County Internship Program (GCIP) Grant from the ACCG Georgia Civic Affairs Foundation in the amount of \$2,607.60. The grant will provide a summer intern for the Human Resources Department. County Administrator Michael McCoy addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously.

The Chairman called for consideration of the recommendation to accept the request for approval of Amendment #1 to the Sirens for Cities Contract-HMGP 4284-0057. The request will increase the Sirens for Cities contract budget from \$519,892.40 to \$559,692.40 and reflects the price increase of materials. County Administrator Michael McCoy and Consultant Georgia Collier-Bolling addressed. Mr. McCoy recommended approval and shared that the project was delayed due to extenuating circumstances.

Commissioner Johnson moved for approval and there was a second provided by Commissioner Newsome. Under discussion, Ms. Collier-Bolling addressed questions pertaining to the cost difference for Commissioner Johnson. The motion for approval passed unanimously.

The Chairman called for consideration of the resolution providing for the acceptance and execution of the Memorandum of Understanding between the Marine Corps Logistics Base (MCLB) and Albany Dougherty Drug Unit (ADDU) for the use of the drug detection canine unit. County Administrator Michael McCoy and Dougherty County Police Chief Kenneth Johnson addressed. Mr. McCoy recommended approval and shared that he was for the use of the canine unit. It was shared that there is no reimbursement associated with this MOU.

Commissioner Johnson moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously. Resolution 23-022 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION TO APPROVE ACCEPTANCE AND
EXECUTION OF MEMORANDUM OF UNDERSTANDING
BETWEEN MARINE CORPS LOGISTICS BASE AND ALBANY
DOUGHERTY DRUG UNIT FOR DRUG DETECTION CANINE
SUPPORT; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

Attorney Shalishali updated the Board on the opioid settlement. The total amount collected for the Johnson & Johnson settlement to date is \$130,000. He shared the projected pay out schedule. For the newest MOU, information is pending on the claim payouts.

Commissioner Edwards requested a Recreation Committee meeting. Commissioner Gaines restated that approval should be provided for the internship program.

There being no further business to come before the Commission, the meeting adjourned at 11:27 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

April 24, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on April 24, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Commissioner Gloria Gaines participated via teleconference. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, County Clerk Jawahn Ware and other staff. The public and representatives of the media participated in person via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the roll call and the invocation, Chairman Heard asked the Commission to review the minutes of the April 3rd Regular Meeting and April 10th Work Session.

The Chairman recognized members of the Leadership Albany 2023 class. Nurse Practitioner Nedra Fortson introduced the six of the 28 leadership class participants that were present.

The Chairman recognized Emory University Associate Professor, Dr. Alexandra B. Morshed, President, Klein Buendel, Inc, Golden, Mary Buller, and associates to update the Commission on becoming a Go Sun Smart Georgia Worksite, which Public Works will be a cited department for this study. Public Works Director, Chuck Mathis, was also present. The project goal is to partner with Georgia employers to reduce UV exposure, and prevent skin cancer (also heat stress) among underserved outdoor workers in Georgia. The grant is funded by the CDC and Mr. McCoy shared that this research project is geared specifically towards African Americans to analyze what practices are beneficial. Other suggested practices will be examined for the best results. It was mentioned that this was a good fit for Dougherty County and ideally after the end of the 2-year study, a recommendation will be implemented countywide.

The Chairman recognized ARPA Consultants Anser Advisory to provide the Commission an update on the County's American Rescue Plan Program. Senior Project Manager Joseph Sleets and Project Manager Holly Vera presented to the Board. Assistant Project Manager Alexa Deliman was present. Ms. Vera commended the County for its strong focus on public health. Projects were highlighted; the budget amount spent and each status was discussed. Dougherty County is in compliance and does not need to deviate from the current plan. It was shared that the initial consultant team, GSG (Government Services Group, Inc.) was acquired by Anser Advisory and there were no changes to the Dougherty County team. Mr. McCoy shared that the Board approved two spending plans that are on track to spend what is allocated. He clarified for Commissioner Jones that there is not necessarily "free" money [available] but reallocations to approved expenses for projects can be made based on the Board's desire. Commissioner Gray stressed that no new projects should be created until other projects are completed because some projects (e.g., The Rescue Mission) may be over budget. It was added that the County received \$17 million.

The Chairman called for a discussion to purchase furniture for the Tax/Tag Office from the State Contract Vendor, Advent Business Interiors (Leesburg, Ga) in the amount of \$36,924.76. This purchase will upgrade and replace furniture for the department's renovation. Funding is budgeted in SPLOST VI. County Administrator Michael McCoy addressed. Facilities Management Director Heidi Hailey and Tax Director Shonna Josey were present. Mr. McCoy recommended approval and shared that the furniture is in desperate need of repair and is part of the department's renovation project.

The Chairman called for a discussion to accept the bid for food services for the Dougherty County Jail from the lowest responsive and responsible proposer meeting specifications, Trinity Services Group (Oldsmar, Fl) in the amount of \$811,340. Funding will be provided in the General Fund. County Administrator Michael McCoy and Capt. Pamela Coley addressed. Mr. McCoy shared that this is one of many contracted services for the Jail. The award is \$11,000 over the budgeted amount but the budget will be adjusted for the request.

The Chairman called for discussion of the recommendation to provide funding for the light installation request for 103 Mockingbird Lane. Commissioner Edwards asked Mr. McCoy to address. The County has a streetlight policy and this request does not meet the parameter and is not a staff recommendation. Therefore, the request must be presented to the Board to proceed in the amount of \$2,600 and \$18 per month. Commissioner Edwards provided additional information and asked that the Neighborhood Watch Chairman Chris Harvey and Mr. Brown, owner of the pecan trees address the Board on behalf of the requestor, Ms. Linda. Public Works Director Chuck Mathis shared that placing a light in the alley is not in compliance with the policy. If we proceed, we will need to update the policy. Commissioner Edwards said that staff initially stated that the project could not continue because of a pecan tree and Georgia Power provided consent with an alternative location. Mr. McCoy clarified that the staff is constrained by the policy and offered that the Board can approve this light or the citizen can install it privately. He stated staff is ready to proceed based on the Board's desire. Mr. McCoy encouraged the Board to be mindful of making approvals that are not consistent with its policy to reduce possible litigation. The Chairman clarified that the proposed lighting of the street location is to illuminate the street and alley.

Commissioner Edwards asked for an update on the balance in SPLOST VII after funding was allocated to the two recent major projects. Commissioner Jones asked for the County Attorney's opinion on the light installation. The Chairman asked that the attorney provide a [future] update.

There being no further business to discuss the Commission the meeting adjourned at 11:24 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: May 9, 2023
Meeting Date: May 15, 2023 Regular Meeting
Subject/Title: Pickup Truck Purchases
Presented for: Decision
Presenter: Michael McCoy

Statement of Issue

The Public Works Department is requesting the approval to purchase four (4) 2023 Pickup Trucks.

History/Facts and Issues

The Dougherty County Public Works Department is requesting the approval to purchase two (2) 2023 Chevrolet Silverado 1500 Pickup Trucks (\$37,354 each) and two (2) 2023 GMC Sierra 1500 Pickup Trucks (\$38,214 & \$39,644) from Prince Automotive Group. The truck replacements will be used in the day-to-day operations of Public Works – Drainage Division. Prince Automotive Group has all four trucks in stock and they are available for immediate delivery.

Recommended Action

Recommend Dougherty County Commission approve the purchase of four (4) 2023 Pickup Trucks from Prince Automotive Group (Albany, GA) in the amount of \$152,566.

Funding Source

SP VII Storm Drainage Equipment



Proposed Truck Purchases

Prince of Albany Quotes

2023 GMC Truck - VIN Ending# 116651	38,214.00
2023 GMC Truck - VIN Ending# 102339	39,644.00
2023 Chevrolet Truck - VIN Ending# 192007	37,354.00
2023 Chevrolet Truck - VIN Ending# 236911	37,354.00
	<u>152,566.00</u>

Prince of Valdosta Quotes

2022 GMC Truck	46,555.10
2023 GMC Truck	40,846.67
	<u>87,401.77</u> Only two vehicles available

Sutton Chevrolet Byron GA Quotes

2023 Chevrolet Truck	50,038.21
2023 Chevrolet Truck	43,900.05
2023 Chevrolet Truck	45,617.40
	<u>139,555.66</u> Only three vehicles available



Item 7b.

PROCUREMENT RECOMMENDATION

DATE: March 10, 2021

TITLE:	DOCO PW PICKUP TRUCKS	DEPARTMENT:	1051 Public Works
REFERENCE NUMBER:	Bid Ref #21-047R	ACCOUNT #:	425025063 STRMDRIMPR VEHICL VEHICLES
OPENING DATE:	03/04/2021	BUDGETED AMOUNT:	\$70,000
BUYER:	Tina Strassenberg	DEPARTMENT CONTACTS:	Russell Allenbaugh; Chuck Mathis


 Yvette Fields, Director

RECOMMENDATION:

Recommend approval for the purchase of two (2) 2021 Dodge Ram 1500 Pickup Trucks from Albany Chrysler-Dodge-Jeep-Ram of Albany GA for the Dougherty County Public Works department. Albany CDJR was the lowest responsible and responsive bid with a submission of \$26,440 each, for a total bid of \$52,880.

BACKGROUND INFORMATION:

Bid Reference #21-047R was advertised in the Albany Herald, on local Channel 16, published through the Georgia Procurement Registry website and six potential bidders were directly solicited. The bid opening was 03/04/2021. Two bids were received. Albany CDJR was the lowest responsible and responsive bidder, submitting a bid for (2) 2021 Dodge Ram 1500 Tradesman Crew Cab 4x2 with a 6'4" cargo box Pickup Trucks that meet all specifications of said bid.

COUNTY ADMINISTRATOR ACTION:

APPROVED DISAPPROVED HOLD

COMMENTS:

3/12/21
DATE


COUNTY ADMINISTRATOR (Asst)

Documents Attached:
Bid Tabulation



PROCUREMENT RECOMMENDATION

DATE: May 04, 2022

TITLE: Public Works F-150s

DEPARTMENT: 4110 Public Works

REFERENCE NUMBER: N/A

ACCOUNT NUMBER: 425025063

OPENING DATE: N/A

BUDGETED AMOUNT: \$70,000.00

BUYER: Corey Gamble

DEPARTMENT CONTACTS: Russell

Joshua Williams

Allenbaugh

Joshua Williams, Interim Procurement Manager

RECOMMENDATION:

Recommend the purchase of two (2) 2022 F-150s from Wade Ford for a total expenditure of \$60,934.00.

BACKGROUND INFORMATION:

The two F-150 trucks will be purchased from Wade Ford for \$30,467.00 each utilizing an existing Ga State Contract #10590-WS. Wade Ford of Smyrna Ga. has inventory already in the order bank with Ford Motor Company. The order bank was closed in December of last year. These units will replace one unit that is sixteen (16) years old and one unit that is twenty-two (22) years old.

COUNTY ADMINISTRATOR ACTION:

APPROVED

DISAPPROVED

HOLD

COMMENTS:

7-18-22
DATE

[Signature]
COUNTY ADMINISTRATOR

List of Documents Attached:

- Wade Ford Quote
- Wade Ford Email



UNITED STATES MARINE CORPS
MARINE CORPS LOGISTICS BASE
814 RADFORD BOULEVARD SUITE 20302
ALBANY GEORGIA 31704-0302

**INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN
THE MARINE CORPS LOGISTICS BASE ALBANY, GEORGIA
AND
DOUGHERTY COUNTY, GEORGIA MOSQUITO SPRAYING**

This is an Intergovernmental Support Agreement (IGSA) M67008-230330-G001 between Marine Corps Logistics Base Albany, hereafter referred to as MCLB Albany, and the Board of Commissioners of Dougherty County, Georgia, hereafter referred to as COUNTY, and collectively known as the PARTIES is entered into pursuant to the statute on the "Installation-support services: Intergovernmental Support Agreements," hereafter referred to as the IGSA statute, codified at 10 U.S.C. §2679; formerly 10 U.S.C. §2336. The IGSA statute authorizes the Secretary of the Navy to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Navy has delegated authority to IGSA Authorizing Officials (hereafter IGSA AOs) to execute Agreements on behalf of the United States Marine Corps.

1. **PURPOSE.** This IGSA is to outline the roles and responsibilities of the PARTIES, identify the services to be furnished by the COUNTY, the prices to be paid by MCLB Albany, and the appropriate reimbursement and quality control procedures. The PARTIES undertake this Agreement to provide services, supplies or construction to MCLB Albany, to achieve cost savings for MCLB Albany, and to provide additional revenues to local governments and their work forces.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1. The COUNTY shall perform the installation support services through its Public Works Department as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

2.2. This is a non-personal services Agreement. Each PARTY is responsible for all costs of its personnel including pay, benefits, support and travel. Each PARTY is responsible for supervision or management of its personnel.

2.3. The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in COUNTY personnel creating or modifying United States of America (hereafter federal) law and policy, obligating appropriated funds of MCLB Albany, or overseeing the work of federal government employees. Under no circumstances shall COUNTY employees or contractors be deemed federal government employees. If the COUNTY shall provide services through a contract, the contract must be awarded through competitive procedures per COUNTY protocols (this requirement does not apply to collective

Subj: INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN MARINE CORPS LOGISTICS BASE ALBANY, GEORGIA AND DOUGHERTY COUNTY, GEORGIA MOSQUITO SPRAYING

bargaining agreements between the COUNTY and its employees). Employees of MCLB Albany may not perform services for or on behalf of the COUNTY without the approval of the IGSA AO under the terms of this IGSA.

3. SUMMARY OF SERVICES AND PRICE:

3.1. In consideration of the services to be provided by the COUNTY, MCLB Albany agrees to pay the COUNTY in accordance with the following schedule for mosquito spraying aboard MCLB Albany. This partnership establishes a five (5) year Agreement between MCLB Albany and the COUNTY for on-call services to be performed as needed; and spraying will be within three (3) business days of the request. These sprayings will also abide with the environmental regulations of MCLB Albany by providing records of the spray events and the associated application rates. An application is the act of distributing adulticides via a truck mounted Ultra-Low Volume (ULV) sprayer, \$850.00 per application. Each application will not exceed 50 paved miles of roads.

3.2. No legal liability on the part of MCLB ALBANY shall arise until the IGSA AO notifies the COUNTY that funds are available and authorizes the COUNTY to begin performance of services.

4. TERM OF AGREEMENT. The term of this Agreement shall be for one year from the execution of this Agreement and is renewable for successive one-year periods for four (4) additional year's options, provided funds are available for the service. MCLB Albany has no authority to renew an option without appropriation of adequate funds by the U.S. Government. If the option is exercised by MCLB ALBANY, the IGSA AO shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current Agreement. The IGSA AO may condition the renewal upon availability of federal funds and may suspend performance of the renewed period at no additional cost to MCLB Albany, until adequate federal funds have been received. If federal funds are not received, the PARTIES agree that the Agreement can be unilaterally terminated by the IGSA AO without further liability to MCLB Albany.

5. PAYMENT:

5.1. MCLB ALBANY shall pay the COUNTY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. MCLB ALBANY is not required to pay State or Local taxes and the COUNTY shall not include any State or Local taxes in the price it charges MCLB ALBANY. The COUNTY shall electronically submit invoices or payment requests to the U.S. Government's Coordination Representative (CR) and the IGSA AO. The IGSA AO will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

5.2. MCLB ALBANY will make payment in accordance with the Prompt Payment Act (31 U.S.C. §3903) and implementing regulations. Interest shall be paid for late payments as required by the Act and shall be paid

Subj: INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN MARINE CORPS LOGISTICS BASE ALBANY, GEORGIA AND DOUGHERTY COUNTY, GEORGIA MOSQUITO SPRAYING

at the rate established by the U.S Government's Secretary of the Treasury for disputes under the Contract Disputes Act of 1978. Payment shall be accomplished through electronic funds transfer only through Wide area Workflow or other legal means allowed by the U.S. Government.

5.3. Rates may only be adjusted upon 30-day written notice to the Contract Representative (CR) and the IGSA AO. If the CR (or alternate CR) disagrees, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be in writing, approved by both PARTIES to this agreement, and incorporated as a supplement to the Agreement by the IGSA AO.

6. **OPEN COMMUNICATIONS AND QUALITY CONTROL.** The PARTIES shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COUNTY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the PARTIES will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the COUNTY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the COUNTY.

7. **INSPECTION OF SERVICES:**

7.1. The COUNTY will only tender services and goods in conformance with the IGSA. MCLB ALBANY shall appoint a CR who will be responsible for inspecting all services performed. The COUNTY will be notified of the identity of the CR and his or her alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

7.2. If the CR determines that services do not conform to the requirements in this Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to MCLB ALBANY. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA AO.

7.3. If the COUNTY is unable to perform any of the services due to an occurrence beyond the reasonable control of the PARTIES, such as Acts of God, unusually severe weather, or MCLB ALBANY activities on the installation, which impede the COUNTY's performance, the COUNTY shall promptly notify the CR.

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8. **WAGES AND LABOR LAW PROVISIONS.** These provisions apply to the COUNTY and any contractor performing services under this IGSA on behalf of the COUNTY. The COUNTY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COUNTY and complies with all applicable COUNTY labor laws and standards. No employee will be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The COUNTY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COUNTY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the COUNTY shall immediately notify the CR and the IGSA AO. The COUNTY shall provide timely updates until the dispute is resolved.

9. **NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT.** This provision applies to COUNTY and its contractors. The COUNTY agrees not to discriminate against any employee based upon race, color, religion, (sex) gender, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The COUNTY shall screen all employees assigned to the MCLB ALBANY IGSA services with background checks to ensure the employee has no records of sexual assault, sexual harassment or sex trafficking and exclude any offenders from performing any IGSA services. The COUNTY shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

10. **ACTIONS OF DESIGNEES.** Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official, with the exception of the IGSA AO. This applies to all parties to the IGSA.

11. **COUNTY FURNISHED PROPERTY, EQUIPMENT AND SERVICES.** The COUNTY shall be responsible for furnishing all facilities and equipment necessary to perform the IGSA.

12. **INSTALLATION SECURITY AND ACCESS REQUIREMENTS.** The provisions in this section are applicable to COUNTY or contractor employees performing services under this Agreement. The COUNTY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the CR. The COUNTY shall not permit any employee to perform work on this IGSA if such person is identified by the CR as a potential threat the health, safety, security, general well-being or operational mission of MCLB ALBANY. The CR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All COUNTY vehicles and mobile equipment will be identifiable as COUNTY vehicles and mobile equipment.

13. **FEDERAL HOLIDAYS.** No work shall be performed on federal holidays unless both parties agree.

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14. **INSURANCE.** The COUNTY shall, at its own expense, provide and maintain, during the entire period of this IGSA, the following insurance:

14.1. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by the COUNTY or its employees or contractors.

14.2. Comprehensive vehicular liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

14.3. Copies of the Certificates of Insurance for the above shall be furnished to the CR and IGSA AO before providing services under this Agreement.

15. **LIABILITY FOR DAMAGE TO THIRD PARTIES.** The COUNTY shall be liable for loss or damage to third parties per the limits and coverages described above. This will apply in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the COUNTY, its employees, its contractors, or agents in performance of this IGSA. The COUNTY shall hold MCLB Albany harmless from claims or litigation from third parties and shall indemnify the Federal Government for all judgments against it as well as costs incurred in connection with defense of such litigation. The Federal Government shall not be responsible for injuries and deaths to the COUNTY's employees or employees of its contractors, unless caused by a Federal Government employee and compensable pursuant to federal legislation authorizing recovery against the Federal Government.

16. **DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE.** The COUNTY shall fully cooperate with MCLB ALBANY in investigations involving accidents or damage to property or persons on property under federal control. The COUNTY shall timely furnish to the CR reports of investigations it completes regarding such incidents.

17. **MEDICAL CARE IN EMERGENCIES.** If medical emergency arises call 229-639-5911.

18. **ENVIRONMENTAL REQUIREMENTS.** The COUNTY shall follow all MCLB Albany environmental guidelines which will be addressed on a case-by-case basis at the beginning of each project. MCLB Albany will obtain all required permits and submit required documentation for each project unless already covered by permits or documentation possessed by the COUNTY. The COUNTY will submit an Environmental Protection Plan to protect federal property on the MCLB Albany installation.

19. **DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES.** All property under the control of the Department of the Navy are drug free areas. Notwithstanding any contrary State or Local law, the COUNTY shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and

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21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The CR may direct the COUNTY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

20. **COUNTY EMPLOYEE REQUIREMENTS.** All COUNTY and contractor employees shall comply with all installation security, health and safety conditions. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are COUNTY employees.

21. **JOINT PROVISIONS.** The PARTIES to this Agreement agree to comply with all laws, regulations, policies and procedures applicable to the services and support provided under this Agreement.

22. **GENERAL PROVISIONS:**

22.1. Point of Contact (POC): The following POC will be used by the PARTIES to communicate in the implementation of this IGSA. Each PARTY may change its POC upon reasonable notice to the other PARTY.

22.1.1. If to the COUNTY:

22.1.1.2. Dougherty County Public Works
2038 Newton Rd
Georgia 31701
COM: (229) 430-6120

22.1.1.3. Environmental Control Manager
Primary POC: Sam Greene
COM: (229) 430-6120
sgreen@dougherty.ga.us

22.1.1.4. Assistant Public Works Director
Alternate POC: Ken Johnson
COM: (229) 430-6120
kejohnson@dougherty.ga.us

22.1.1.5. Public Works Director
Alternate POC: Chuck Mathis
COM: (229) 430-6120
cmathis@dougherty.ga.us

22.1.2 If to the MCLB ALBANY:

22.1.2.1. Support Agreements Manager
Officer Marine Corps Logistics Base
814 Radford Blvd, Suite 20351
Albany, Georgia 31704-0351
COM: (229) 639-8959

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- 22.1.2.2. Public Works Operations
Primary POC: Gary Gardner
COM: (229) 639-6178
gary.w.gardner@usmc.mil
- 22.1.2.3. I&E Director
Alternate POC: Elias Rollie-Harvens
COM: (229) 639-8749
elias.rollie-harvens@usmc.mil
- 22.1.2.4. I&E Deputy Dir/Public Works Officer
Alternate POC: LCDR Michael Feeney
COM: (229) 639-8063
michael.j.feeney@usmc.mil
- 22.1.2.5. Deputy Public Works Officer
Alternate POC: Jonathan Slichter
COM: (229) 639-8401
jonathan.slichter@usmc.mil

22.2. Correspondence. All correspondence to be sent and notices to be given pursuant to this IGSA will be addressed,

22.2.1. if to the COUNTY, to

22.2.1.1. Dougherty County Public Works
2038 Newton Rd
Albany, Georgia 31701

22.2.2. if to the MCLB ALBANY

22.2.2.1. Commanding Officer MCLB Albany
Business Performance Office
Marine Corps Logistics Base
814 Radford Blvd, Suite 20302
Albany, Georgia 31704-0351

22.3. Review of Agreement. This IGSA will be reviewed annually in its entirety.

22.4. Modification of Agreement. This IGSA may only be modified by the written Agreement of the duly signed by their authorized representatives.

22.5. Disputes. Any disputes relating to this IGSA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the PARTIES or in accordance with DoDI 4000.19.

22.6. Termination of Agreement. This IGSA may be terminated by either PARTY by giving at least 180 days written notice to the other PARTY. The IGSA may also be terminated at any time upon the mutual written consent of the PARTIES.

22.7. Suspension of Agreement. MCLB ALBANY reserves the right to suspend

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performance of the Agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of MCLB Albany.

22.8. Transferability. This Agreement is not transferable except with the written consent of the PARTIES.

22.9. Entire Agreement. It is expressly understood and agreed that this IGSA embodies the entire Agreement between the PARTIES regarding the IGSA's subject matter.

22.10. Appeals Authority. If the COUNTY is dissatisfied with the IGSA AO's decision, it may appeal the matter to the MCLB Albany Facilities Engineering and Acquisition Division, hereafter referred to as FEAD, contracting officer and must specify the basis of its disagreement. The FEAD contracting officer or designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this Agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the IGSA AO.

22.10.1. As part of its appeal, the COUNTY may request the use of an alternative dispute resolution process, hereafter referred to as ADR, to resolve disputes; MCLB Albany may agree to use the ADR in its sole discretion. If ADR procedures are employed, the installation FEAD shall consider the findings and recommendations of the Third-Party mediator(s) in making final determination.

22.10.2. The PARTIES agree to the above procedures in lieu of litigation in any forum.

22.11. Effective Date. This IGSA takes effect beginning on the day after the last PARTY signs or until modified or cancelled by either PARTY.

22.12. Cancellation of Previous Agreements. This Agreement cancels the previously signed agreement between the same PARTIES with the effective date of 13 December 2017.

22.13. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this Agreement and this Agreement will be for the sole and exclusive benefit of the PARTIES.

22.14. Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The PARTIES shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms,

