



## WORK SESSION

April 12, 2021  
10:00 AM

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

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### 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 required 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](https://facebook.com/Dougherty.ga.us) or viewing the public government access channel (Channel 16).

1. Call to meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Minutes.
  - a. Minutes of the March 15th Regular Meeting and March 29th Work Session.
4. 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*).
5. Additional Business.
  - a. Recommendation to accept the proposed location of Tift Park for the Albany Tennis Center, as recommended by the Recreation Committee. Recreation Committee Chairman Clinton Johnson will address. County Administrator Michael McCoy, Albany Tennis Association Representative Wes Sadler, USTA Senior Consultant, Facility Services Robin Jones, USTA Business Development Consultant Jonathan Fralick and Boys & Girls Club of Albany Chief Executive Officer Marvin Laster are present.
  - b. Recommendation of the Recreation Committee to hire EMC Engineering (Leesburg, GA) for Tennis Center engineering services. The proposed amount is \$202,640 and funding is available in SPLOST V. Recreation Committee Chairman Clinton Johnson will address. County Administrator Michael McCoy, Public Works Director Larry Cook and Project Engineer Jeremy Brown are present.

- c. Recommendation to approve the Alcohol Application Transfer of Ownership from VV Trading LLC, Venkateshwar Guntuka licensee, dba VV Food Mart, at 4324 Radium Springs Rd for Beer and Wine Package. The Albany-Dougherty Marshal's Office recommends approval. Chief Anthony Donaldson, Business and License Support Department, will address.
- d. Recommendation to approve the Alcohol Application Transfer of Ownership from Bagain LLC, Ayaz Ahmad licensee, dba Stop N Shop, at 2201 Liberty Expressway SE for Beer, Package. The Albany-Dougherty Marshal's Office recommends approval. Chief Anthony Donaldson, Business and License Support Department, will address.
- e. Recommendation from Human Resources to accept the 2021 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 internship for the CDBG Disaster Recovery Program. The County received the award in 2020; however due to the pandemic, ACCG transferred the award to this year. County Administrator Michael McCoy and HR Director Dominique Hall will address.
- f. Recommendation to approve the renewal of the Intergovernmental Support Agreement with the Marine Corp Logistics Base (MCLB) to provide canal maintenance. The initial agreement was approved in the May 8, 2017 Regular Meeting. County Administrator Michael McCoy will address. Public Works Director Larry Cook and Project Engineer Jeremy Brown are present.
- g. Planning and Development Update for the Dougherty County Morgue. Assistant County Administrator Scott Addison, Coroner Michael Fowler and Architect David Maschke will address.
- h. Recommendation of the Government Affairs Committee that current plans continue for the county morgue ensuring to the degree possible that sufficient land is available at or near the selected site for the addition of a functional forensic science lab to be developed at some future date in partnership with Albany State University. Further, it is recommended that the Governmental Affairs Committee continue to work with Albany State University to assist where possible in development of the lab. Government Affairs Committee Chairwoman Gloria Gaines will address. County Administrator Michael McCoy is present.
- i. Review and discuss a proposed draft of a Management, Operations and Maintenance Agreement for the Government Center between Dougherty County and the City of Albany. County Attorney Spencer Lee and County Administrator Michael McCoy will address.
- j. Recommendation to take appropriate action to either demolish or bring up to Code one dilapidated structure located at 1000 Liberty Expressway. County Attorney Spencer Lee and County Administrator Micheal McCoy will discuss.
- k. Recommendation from Public Works to apply for a Local Maintenance & Improvement Grant (LMIG) - Safety Action Plan (SAP) from the Georgia Department of Transportation for a 70% grant that requires a 30% match. Funding is available in TSPLOST and will be used or the installation of new signage and/or the repair of existing signage along 6 roads (~24.6 miles). Assistant County Administrator Scott Addison, Public Works Director Larry Cook and Project Engineer Jeremy Brown will address. **Action on this item is scheduled in the following Special Called Meeting.**

6. Updates from the County Administrator.
7. Updates from the County Attorney.
8. Updates from the County Commission.
  - a. **The agenda for the Special Called Meeting follows.**
9. 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

## WORK SESSION MEETING MINUTES

March 29, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 29, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Present [in the Chamber] were Commissioners Victor Edwards, Russell Gray, Clinton Johnson, and Ed Newsome. Commissioners Gloria Gaines and Anthony Jones participated via the audio-conferencing feature. Also participating in the Chamber were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, 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.

The Chairman asked the Commission to review the minutes of the March 1st Regular Meeting and March 8th Work Session. In consideration of the length of the agenda, Chairman Cohilas asked individuals to keep their presentation to 10 minutes.

The Chairman recognized Henry Mathis who requested to speak and share historical action taken on how the City of Albany, Dougherty County and Albany State University (ASU) could collaborate for the crime lab. Dr. Okafor, representative of ASU, presented information on the crime lab, degree program and future projects at ASU. Other representatives at ASU were present. District Attorney Greg Edwards spoke in support of ASU having a crime lab to help facilitate work in SWGA. Commissioner Edwards shared that he wanted a presentation made so when the morgue is built, the facility will have ability for expansion. He did not want the building land locked to stop future opportunities. Attorney Lee suggested that a formal request come from the DA's office and the Commission could better address during the budget process. After a lengthy ensued, Chairman Cohilas referred the subject to Governmental Affairs Committee to explore a potential partnership with ASU, the GBI and others. He asked that Mr. McCoy and staff provide an update on the morgue issue and potential land acquisition in a high-level format within 60 days.

The Chairman recognized EMS Director Sam Allen to update the Commission with the 2020 Annual Report. During discussion, the Board made suggestions for additional effectiveness and efficiency; (i.e. the possibility to cross train staff as firefighters and provide other revenue generating opportunities for non-emergent care).

The Chairman recognized Paul Forgey, Director of Planning & Development Services to update the Commission with the 2020 Albany-Dougherty Land Bank Annual Report. Since June 2020, the Land Bank returned over \$121,000 in the tax revenue.

The Chairman recognized Georgia Collier-Bolling, Director of Disaster Recovery & Grant Programs to provide an update on disaster grants and programs. To date, there has been

\$9,716,796.92 requested with the local share amount of \$1,214,723.71; for outstanding grant funds \$707,039.08 has been requested with \$73,954.62 as the local share amount. Mr. McCoy shared information to clarify the Chairman's concerns and he and Ms. Collier-Bolling will provide additional information to the Chairman. Commissioner Gray left the meeting at 11:32 a.m.

The Chairman recognized Paul Murray to discuss concerns about a community home located at 410 Poinciana Avenue. Chairman Cohilas requested a presentation from Code Enforcement on the number of community homes in the unincorporated areas within 30 days and asked Mr. McCoy to coordinate the efforts. On behalf of Code Enforcement, Chairman Cohilas asked Paul Forgey to connect Mr. Murray to Code Enforcement regarding his concerns. Chief Kenneth Johnson addressed previous calls received and Chairman Cohilas asked him to speak to the business regarding being good community neighbors; [to ideally rectify the concerns].

The Chairman called for a discussion of the recommendation to purchase two 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. Two bidders submitted bids with the highest being \$64,534. Funding is budgeted in SPLOST V – Storm Drainage Improvements/Equipment. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Tina Strassenberg were present. Mr. Addison said that this was a standard replacement.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest responsive and responsible bidder Reeves Construction, Inc. (Albany, GA) to perform Street Resurfacing and Full Depth Reclamation in the amount of \$2,636,024.45 for the 2020 Resurfacing Project. Two bids were received with the highest bid being \$2,992,573.55. Funding is available in SPLOST VII 2020 Resurfacing (\$425,000), 2020 LMIG (\$435,823.69) and TSPLOST Road Resurfacing (\$2,000,000). Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Manager Jeremy Brown and City of Albany Central Services Buyer Kimberly Allen were present. Mr. Addison said that this was standard annual action for approximately 20 miles of improvements.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest responsive and responsible bidder HTS Construction, Inc. (Albany, GA) to provide Rock Alley Improvements in the amount of \$186,808.08. Three bids were received with the highest bid being \$486,000. Funding is available in TSPLOST Road Resurfacing (\$480,000). Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Manager Jeremy Brown and City of Albany Central Services Buyer Kimberly Allen were present. Mr. Addison said that this was the first section of rock replacement being done.

The Chairman called for a discussion of the recommendation to contract with WJ Kirksey Construction, Albany, Georgia to provide renovation of the DOCO Facilities Management Building located at 219 N. Washington St. for a total expenditure of \$54,353. Three contractors submitted bids with the highest being \$116,992.09. Funding is budgeted in SPLOST VI for \$115,000. Assistant County Administrator Scott Addison addressed. Facilities Management

Director Heidi Minnick and City of Albany Buyer, Kimberly Allen were present. Mr. Addison said that we will contract electrical work separately to save money.

The Chairman called for a discussion of the recommendation to rescind the award made on November 2, 2020 to Smith-Built Buildings (Dawson, Ga) in the amount of \$23,879.49 to install an equipment shed at the Solid Waste Landfill. The vendor defaulted on the bid. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith was present. Mr. Addison said there was an increase in material, so the vendor was not able to honor the bid amount.

The Chairman called for a discussion of the recommendation to accept the quote to install an equipment shed at the Solid Waste Landfill from the next lowest responsive and responsible vendor meeting specifications that is available to complete the project, R&M Construction (Albany, Ga) in the amount of \$32,500. The initial vendor defaulted on the award made on November 2, 2020. Funding is budgeted in Solid Waste Capital Outlay for \$50,000. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith was present.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest quoted vendor, Quality Painting Contractors (Albany, GA) in the amount of \$36,300 to upgrade the Horace King Overlook roof and deck and paint surrounding areas near Turtle Park. Two vendors submitted quotes with the highest being \$53,506. Funding is available in SPLOST VII. Assistant County Administrator Scott Addison addressed. Mr. Addison verbally provided a detailed scope of work.

The Chairman called for a discussion of a recommendation to approve the Alcohol Application from Pretoria Field Farms, LLC., Joe Harris Morgan III licensee, dba Pretoria Field Farm, at 5626 Walker Ducker Station Road for Beer, Brewers. The Albany-Dougherty Marshal's Office recommended approval. County Clerk Jawahn Ware addressed.

The Chairman called for a discussion of a recommendation to accept the proposed Ordinance allowing Dougherty County to be a broadband ready community. Paul Forgey, Director of Planning & Development Services and County Attorney Spencer Lee addressed.

The Chairman called for a discussion of a recommendation to take appropriate action to either demolish or bring up to Code one purported dilapidated structure located at 3422 Sweetbrier Road. County Attorney Spencer Lee addressed. Commissioner Edwards provided a picture of the property to the board.

County Administrator Michael McCoy reminded the Board of the upcoming ribbon cutting at Heath Park.

There being no further business to come before the Commission, the meeting adjourned at 12:22 p.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



1344 US Hwy 19 South  
Suite A  
Leesburg, GA 31763  
Phone: (229) 435-6133  
Fax: (229) 439-7979  
www.emc-eng.com

Delivered Via-Email: [jebrown@dougherty.ga.us](mailto:jebrown@dougherty.ga.us)

March 25, 2021

Jeremy Brown, P.E.  
Dougherty County Public Works  
2038 Newton Road  
Albany, GA 31701

**RE: LETTER AGREEMENT FOR PROFESSIONAL SURVEY AND ENGINEERING SERVICES  
FOR PROPOSED TENNIS CENTER AT TIFT PARK  
DOUGHERTY COUNTY, ALBANY, GEORGIA**

Dear Mr. Brown:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering and surveying services in connection with the referenced *Project*. The *Project* consists of tennis center with associated parking and infrastructure of the subject property located at Tift Park 1345 North Jefferson Street in Albany, Dougherty County, Georgia described above and in the attached **Exhibit "B" – Site Plan**. The tennis center includes twelve tennis courts, eleven hundred square club house, twelve pickleball courts and associated parking. The center is divided into two zones with the tennis court being the North Zone and pickleball courts being in the South Zone.

Our *Basic Services* will include surveying, planning, geotechnical, site engineering, architectural, consulting, and construction phase services for the +/- 6.0 acres for Parcels #0000F/00014/01A, 01B, 01C, & 01E located at 1345 North Jefferson Street in Albany, Dougherty County, Georgia as further described in our **Exhibit "A", Scope of Basic Services**.

Payment for our *Basic Services* for both Zones will be a lump sum fee of **\$ 202,640.00.**

North Zone Tennis Courts: **\$ 120,140.00**

South Zone Pickleball Courts **\$ 82,500.00**

- ♦ Survey Services
- ♦ Planning services
- ♦ *Geotechnical Services*
- ♦ *Engineering Services*
- ♦ *Architectural Services*
- ♦ *Consulting Services*
- ♦ *Construction Phase Services*

- ♦ *Survey Services*
- ♦ *Planning Services*
- ♦ *Geotechnical Services*
- ♦ *Engineering Services*
- ♦ *Electrical Services*
- ♦ *Consulting Services*
- ♦ *Construction Phase Services*



We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

**ADDITIONAL SERVICES** WILL INCLUDE THE FOLLOWING:

- ♦ *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- ♦ *Civil Engineering Services beyond what is called for in basic services*
- ♦ *Survey Services beyond what is called for in basic services*
- ♦ *Geotechnical Services beyond what is called for in basic services*
- ♦ *Environmental Services*
- ♦ *Construction Material Testing*
- ♦ *NPDES Monitoring Services*

*Reimbursable expenses* as listed below that incurred in connection with all *basic services* are included in lump sum cost. All application, regulatory and/or permit fees are the responsibility of the client/owner to pay. Any *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services.

**REIMBURSABLE EXPENSES** WILL INCLUDE THE FOLLOWING:

- ♦ *Overnight delivery costs*
- ♦ *Record drawings reproduction costs*
- ♦ *E-Filing*
- ♦ *In-house Printing & Reproduction costs*

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "*Stop Work*" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

DoCo Public Works  
Tennis Center  
March 25, 2021  
Page 3

This *Proposal*, attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,

EMC ENGINEERING SERVICES, INC.

Prepared By: Brian H. Braun

Brian H. Braun, PE  
Branch Manager /Associate

Reviewed By: Christopher E. Brazell, PE, PLS  
Christopher E. Brazell, PE, PLS  
Senior Vice President

Digitally signed by Christopher E. Brazell, PE, PLS  
DN: cn=Christopher E. Brazell, PE, PLS, ou=EMC Engineering Services, Inc., ou=email=chris\_brazell@emc-eng.com, c=US  
Date: 2021.03.25 13:44:17 -04'00'

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2021

DOUGHERTY COUNTY

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

Name:

Title:

Attachments: Exhibit "A" – Scope of Basic Services  
Exhibit "B" – Site Plan  
Accounting Form  
General Provisions

## Exhibit “A” – Scope of Basic Services

Item 5b.

### 1. SURVEY SERVICES:

- Preparation of a boundary, topographic, and existing conditions survey with above ground marked utilities of the project site as necessary to prepare construction-working drawings.
- On-site existing utilities to be located and marked by third party private utility locate company, and shown on the survey.
- Off-Site (R/W) existing utilities will be shown as best can be determined from above-ground observations, contacting utility protection center and record drawings furnished to the surveyor. No excavations will be performed by Surveyor to determine the location of under-ground utilities. EMC cannot guarantee that all under-ground utilities will be shown.
- Preparation of forms, documents, and anticipated filings required in the course of survey, plats, legal descriptions, and easements approvals from local and/or state government agencies.

### 2. PLANNING SERVICES:

- Preparation of a conceptual site plan based upon *Client's* input and *Consultant's* experience with governmental regulations. Based upon the conceptual site plan approved by the *Client*, the *Consultant* shall prepare a general development plan for submittal to the governmental regulatory agencies.
- Once submitted and approved by the *Client* and regulatory agencies, this general development plan becomes the basis for the construction working drawings. Substantial changes to this development plan following this approval process will constitute additional services.
- Preparation of preliminary site development report.
- Conference and meeting for attendance at pre-application conference and meeting with owner/developer, Architect, and USTA.

### 3. GEOTECHNICAL INVESTIGATION:

- The investigation shall be performed utilizing a truck mounted drill rig and Standard Penetration Testing to depths required to determine bearing criterion, classification of subsurface materials & preparation of a Report of Findings. Geotech recommends a total of two (2) 15-foot SPT borings to be placed within potential building pad area, six (6) ten-foot SPT boring within the tennis court area, four (4) 5-foot SPT boring within the pickleball courts, seven (7) 5-foot SPT borings placed within the parking/drive areas, percolation tests for detention areas and laboratory analysis of collected samples to determine moisture, gradation and compactability.

### 4. ENGINEERING SERVICES:

- Preparation of the following site construction working drawings based upon the approved preliminary site plan.

#### ESTIMATED LIST OF DRAWINGS:

- ♦ Cover
- ♦ General Notes and Legend/Typical Section
- ♦ Existing Condition / Demolition Plan
- ♦ Site Plan (including dimensions)
- ♦ Utility Plan (water & sewer)
- ♦ Paving, Grading and Drainage plan
- ♦ Hydro Plan
- ♦ Three Phase Erosion Sediment & Pollution Control Plan
- ♦ Drainage/Sewer Profiles (As Needed)
- ♦ Landscape Plan
- ♦ Construction Details
- ♦ GA DOT Access Plan

- Development of normal designs, calculations, computations, details and specifications required regulatory approval.
- Preparation of GA DOT Plans for Drive Encroachment Permit.
- Coordinate negotiations and preparation of anticipated filings required in the course of normal DOT Driveway applications.
- Preparation of landscape plan suitable for bidding that satisfies the requirements of the local Tree and Landscape Ordinance.
- Plan will indicate the layout of all proposed bed lines and plant materials, and will include identification, quantity, size, spacing and planting details.
- Submittal of site development plans to relevant local and state review agencies. Includes addressing comments received on plans through approval for all normal relevant site development plan approvals.

#### **5. ARCHITECTURAL SERVICES:**

- Preparation of Architectural drawings (including MEP and structural engineer) for building approximately 1,125 square feet.
- Includes Tennis Court lighting design and plan.
- Resolution of RFI's during procurement.
- Pi-Tech, Inc (Structural) and AH&P (MEP)
- During Construction: 2 site visits per month for an estimated six-month construction schedule, address RFI's, review submittals
- General consulting correspondences and coordination with owner/developer, USTA, engineer, and government agencies.

#### **6. ELECTRICAL SERVICES:**

- Design and preparation of electrical drawings for the twelve pickleball courts.

#### **7. CONSULTING SERVICES:**

- Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies for surveying and engineering services. This includes meetings, negotiations, attendance at any hearings and/or public meetings.
- General consulting correspondences and coordination with owner/developer, USTA, Architect, and government agencies.
- Assist design team in preparation of necessary bid documentation.
- Attend Pre & Post bid meetings.
- Provide responses to bidder questions (RFI). Assist design team in bid evaluations.

#### **8. CONSTRUCTION PHASE SERVICES: (Estimated six-month schedule)**

- Conferences and meetings – attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project construction related meetings.
- Preparation and issuance of Release for Construction (RFC) set of drawings.
- Respond to RFIs, shop drawing submittals, and other construction related questions as requested.
- NPDES 7 Day Inspection and documentation.
- Review and certify contractor payment application.
- Construction observation for an estimated six-month construction schedule; includes visits to the site to observe the Contractor's work for general compliance with the Contract documents (as needed).
- Project closeout documentation.





Item 5b.

- NOTES:
- 1. COURTS TO BE PROVIDED WITH 36 FOOT OR 36/60 FOOT BLENDED LINES PER USTA STANDARDS, AS INDICATED ON SITE PLAN.
  - 2. PLAYER GATES SHOULD BE 4 FOOT WIDE TO ALLOW FOR WHEELCHAIR TENNIS PLAYERS TO ACCESS THE COURTS.
  - 3. USTA RECOMMENDS 12 FEET (10 FOOT MINIMUM) BETWEEN THE SIDELINE AND ANY FIXED OBJECT FOR 78-FOOT COURTS (8' MINIMUM FOR 36-FOOT COURTS)
  - 4. FOR A CLASS III FACILITY, USTA RECOMMENDS AN AVERAGE MAINTAINED HORIZONTAL LIGHTING LEVEL OF 50 FOOT-CANDLES (40 FOOT-CANDLES MINIMUM) WITH A MAXIMUM UNIFORMITY RATIO OF 2.

		PROJECT NAME:  TIFT PARK	
DATE: 3-1-20		UNITED STATES TENNIS ASSOCIATION TODD CARLSON, NATIONAL MANAGER, INFRASTRUCTURE SERVICES JENNIFER GRISSOM, TENNIS FACILITY CONSULTANT, K2K ENGINEERING, LLC	
TPA NUMBER:			
DRAWN BY: JLG			
CHECKED BY:		DRAWING TITLE:  CONCEPTUAL SITE PLAN	
DRAWING SCALE: 1" = 100'			
		13	



**EMC ENGINEERING SERVICES, INC.**  
**INVOICE AND ACCOUNTING CONTACT INFORMATION**

The following shall be filled out and sent back with the signed executed contract. Please provide and verify the mailing address where invoices are to be submitted.

Accounts Payable Contact Name \_\_\_\_\_

Accounts Payable Address \_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_ Extension \_\_\_\_\_

Fax # \_\_\_\_\_

Accounts Payable Contact Email \_\_\_\_\_

Is a Specific cover sheet to be attached to invoice? Yes ☐ No ☐

Will lien waivers be required? Yes ☐ No ☐

Are time sheets required? Yes ☐ No ☐

Is purchase order number required? Yes ☐ No ☐

Will the Project manager need a copy sent for their use? Yes ☐ No ☐

Are there any other project invoicing requirements? Yes ☐ No ☐

If so, please provide project specific information (AIA Forms, Purchase Order Number, Required Cover Sheet, Number of copies, Project Number, Codes, etc.)

\_\_\_\_\_

\_\_\_\_\_

Project Manager Name \_\_\_\_\_

Project Address \_\_\_\_\_

Phone # \_\_\_\_\_ Extension \_\_\_\_\_

Email address \_\_\_\_\_

**Please remit payments to:**

**EMC Engineering Services, Inc.**  
 10 Chatham Center South, Suite 100  
 Savannah, GA 31405  
 Attn: Accounting Dept.

## EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- 1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
  - 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
  - 3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
  - 4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
  - 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
  - 6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.
  - 7) This agreement may not be transferred or assigned without the written consent of EMC.
  - 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
  - 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by EMC, whichever is greater.
  - 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
  - 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.
- EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.



222 Pine Avenue, Suite 540, Post Office Box 1827  
Albany, Georgia 31702-1827

Application Fee \$50

Item 5c.

## ALCOHOL LICENSE APPLICATION

Date of Application: March 23, 2021

☐ New Applicant

☒ Transfer of Ownership

**INSTRUCTIONS:** Every question must be answered, typewritten or printed legibly in ink. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed the application must be dated, signed and verified, under oath by the applicant and filed with the License Inspector, City of Albany, 240 Pine Ave, Ste 150, Albany, Georgia 31701. with all supporting documents and a money order, cashier's or certified check for the exact fee. **Please schedule an appointment with the Chief Licensing Inspector by calling 229-431-2118.** Appointments are scheduled Tuesdays and Thursdays from 10 a.m. to 2 p.m.

### Check Appropriate Block(s):

<input type="checkbox"/> BEER, Consumption	\$500	<input type="checkbox"/> WINE, Consumption	\$350	<input type="checkbox"/> LIQUOR, Package/Consumption	\$2,000
<input checked="" type="checkbox"/> BEER, Package	\$400	<input checked="" type="checkbox"/> WINE, Package	\$350	<input type="checkbox"/> LIQUOR, Wholesale/Manufacture	\$3,000
<input type="checkbox"/> BEER, Brewers	\$3,000	<input type="checkbox"/> WINE, Manufacture	\$1,000	<input type="checkbox"/> PACKAGE-Liquor, Beer, and Wine	\$2,000
<input type="checkbox"/> BEER, Wholesale	\$750	<input type="checkbox"/> WINE, Wholesale	\$500	<input type="checkbox"/> CONSUMPTION-Liquor, Beer and Wine	\$2,500

CORPORATION NAME: V V Trading LLC			
TRADE NAME OF BUSINESS: V V Food Mart			
BUSINESS ADDRESS: 4324 Radium Spring Rd.			BUSINESS PHONE: (2290 439-9693
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

### MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: SAME AS ABOVE		
CITY:	STATE:	ZIP CODE NUMBER:
THIS APPLICATION IS FILED BY:		
<input type="checkbox"/> SINGLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION (Documents Required) <input type="checkbox"/> PRIVATE CLUB (Documents Required)		

### GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Venkateshwar R. Guntuka			
ADDRESS OF LEGAL RESIDENCE: 6001 Thomaston Rd. Apt. 206			
CITY: Macon	STATE: Georgia	ZIP CODE: 31220	COUNTY OF RESIDENCE: Bibb
MOBILE PHONE: (205) 238-0578		EMAIL: venkanna.guntuka@gmail.com	AGE: 50
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:



(A). If applicant resided at current residence less than 2 years list past address:

1429 Queenie Smith Rd. NE Conyers, Ga. 30012

3. ☐ Manager/ Responsible Person Information (Agent): ☒ Managed by Applicant (Go to question #4)

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### CERTIFICATION OF APPOINTMENT

I, \_\_\_\_\_ the applicant of this alcohol application do hereby appoint the above agent who resides within the County of Dougherty, in the State of Georgia as my lawful and true manager/responsible person who conducts business for this establishment. This certification becomes a part of this application for the business known as \_\_\_\_\_ at \_\_\_\_\_.

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

4. List all Corporations or firms associated with this business or its principal officers and their percentages of ownership (attach list if necessary):

Name	Address	Percentage
A V V Trading LLC	6001 Thomaston Rd. Apt. 206 Macpn, Ga. 31220	100%
B _____	_____	_____
C _____	_____	_____

5. List the owner of the property or the property manager & company who issued the lease (include address & phone number): Check one: ☒ Leased 60 # of Months ☐ Purchased/Owner

RK Patel Holdings LLC. 3559 Jaydee Ct. Lilburn, Ga. 30047 (404) 734-6272

6. Has the applicant or any person listed in this application ever been convicted of any felony under federal or state law? YES \_\_\_\_\_ NO ☒. If yes, please provide details for each instance.

7. Has the applicant or any person listed in this application ever been convicted of any violation of federal or state law or regulation respecting to the manufacture, possession or sale of alcoholic beverages or who has forfeited his or her bond to appear in court to answer charges for any such violations?

YES \_\_\_\_\_ NO ☒. If yes, please provide details for each instance.

8. Have you ever been denied or had an alcohol license that has been revoked?

YES \_\_\_\_\_ NO ☒. If yes give date, location, and reasons.

Is this location or has this location been licensed for alcohol? ☒ Yes ☐ No

If Yes, License Number: 22361 Last Year Licensed: 2021

Business Name: Family Pantry

Licensee: Manjulaben Dinesh Patel

Lic. No. DA21-000661

Fee 750.00

ABC Date 4/15/2021

Accepted by: A.D. [Signature]

**ADDITIONAL INFORMATION**

Police calls over the last 12 months: (92) Building Checks (1) Miscellaneous

WORK SESSION DATE: April 12, 2021

REGULAR MEETING DATE: April 19, 2021

ZONING: C-7 DISTRICT: 6

Applicant(s) meet criteria: ☒ Yes ☐ No

Location meets criteria: ☒ Yes ☐ No

Director/License Inspector [Signature] Date 3/23/2021

Recommendation: ☒ Approved ☐ Disapproved

Chief of Police/Designee [Signature] Date 4/6/21

Remarks:

**COPY OF ADVERTISEMENT**  
 Notice of Application for Sale of Beer & Wine License  
 I, Venkateshwar Guntuk, trading as V V Food Mart, located at 4324 Radium Springs Rd, Albany, GA 31705, give notice that I will apply for consumption of Alcoholic beverages, Beer and Wine to be considered by the Dougherty County Commission at 10:00 am on April 19, 2021 at 222 Pine Ave., Room 100, Albany, GA.

County Clerk/Designee

Date

☐ Approved☐ Disapproved**COMMENTS:**

## 9. TYPE OF BUSINESS: (Check One)

- ☐ RESTAURANT  
☐ PUB/TAVERN  
☐ NIGHTCLUB/LOUNGE/BAR  
☐ HOTEL/MOTEL  
☐ PRIVATE CLUB (NON-PROFIT)

- ☒ CONVENIENCE/GROCERY STORE  
☐ PACKAGE STORE  
☐ MULTI-PURPOSE FACILITY  
☐ MUNICIPAL FACILITY  
☐ OTHER (SPECIFY \_\_\_\_\_)

**OATH**

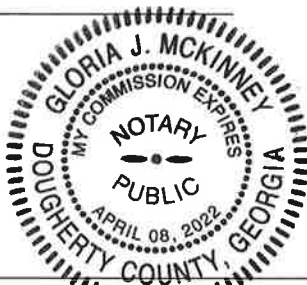
10. I, Venkateshwar R. Guntuka (The Applicant), being duly sworn according to law, do swear or affirm that the facts stated in the above application are true and correct. Further that any false information that I have provided and should have known to be false may lead this application to be denied or revoked if it is discovered at a later date. Notwithstanding having criminal charges brought against me for false statements. I will promptly notify the License Inspector of any changes to the above information. I have read, understand, and also agree to abide by the Ordinances for Dougherty County, and any State or Federal Laws or regulations governing the service or sale of alcoholic beverages. I further swear or affirm that this application is made in order to procure an alcoholic beverage license in Dougherty County, Georgia.

I am aware of the age requirement for the admittance to alcoholic establishments, Days and Hours of Sale, and the requirement for Alcoholic Beverage Handlers Cards. I further certify that my business meets the required specifications and qualifications for the type of business as indicated above.

## SIGNATURE OF APPLICANT(S):

1. 

2. \_\_\_\_\_



Sworn to and subscribed before me this 23rd day of March, 2021.

Gloria J. McKinney  
NOTARY PUBLIC

**OFFICE USE ONLY**

## PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: \_\_\_\_\_ + Feet From: Transfer  
(Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: \_\_\_\_\_ + Feet From: Transfer  
(Must be greater than 300 ft.)

## C. Other Distances:

1. N/A \_\_\_\_\_ feet.  
(Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
2. N/A \_\_\_\_\_ feet.  
(If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
3. N/A \_\_\_\_\_ feet.  
(If requested location is within 300 feet of any Housing Authority Property.)

D. Package Stores \_\_\_\_\_ feet from existing package store \_\_\_\_\_  
located at \_\_\_\_\_. (Must be greater than 1,500 ft.)



222 Pine Avenue, Suite 540, Post Office Box 1827  
Albany, Georgia 31702-1827

Application Fee \$50

Item 5d.

## ALCOHOL LICENSE APPLICATION

Date of Application: March 25, 2021

☐ New Applicant

☒ Transfer of Ownership

**INSTRUCTIONS:** Every question must be answered, typewritten or printed legibly in ink. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed the application must be dated, signed and verified, under oath by the applicant and filed with the License Inspector, City of Albany, 240 Pine Ave, Ste 150, Albany, Georgia 31701, with all supporting documents and a money order, cashier's or certified check for the exact fee. **Please schedule an appointment with the Chief Licensing Inspector by calling 229-431-2118.** Appointments are scheduled Tuesdays and Thursdays from 10 a.m. to 2 p.m.

### Check Appropriate Block(s):

<input type="checkbox"/> BEER, Consumption	\$500	<input type="checkbox"/> WINE, Consumption	\$350	<input type="checkbox"/> LIQUOR, Package/Consumption	\$2,000
<input checked="" type="checkbox"/> BEER, Package	\$400	<input type="checkbox"/> WINE, Package	\$350	<input type="checkbox"/> LIQUOR, Wholesale/Manufacture	\$3,000
<input type="checkbox"/> BEER, Brewers	\$3,000	<input type="checkbox"/> WINE, Manufacture	\$1,000	<input type="checkbox"/> PACKAGE-Liquor, Beer, and Wine	\$2,000
<input type="checkbox"/> BEER, Wholesale	\$750	<input type="checkbox"/> WINE, Wholesale	\$500	<input type="checkbox"/> CONSUMPTION-Liquor, Beer and Wine	\$2,500

CORPORATION NAME: <u>Bagain LLC.</u>			
TRADE NAME OF BUSINESS: <u>Stop N Shop</u>			
BUSINESS ADDRESS: <u>2201 Liberty Expressway SE</u>			BUSINESS PHONE: <u>(229) 439-7719</u>
CITY: <u>Albany</u>	STATE: <u>Georgia</u>	ZIP CODE: <u>31705</u>	COUNTY IN WHICH BUSINESS IS LOCATED: <u>Dougherty</u>

### MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: <u>SAME AS ABOVE</u>			
CITY:	STATE:	ZIP CODE NUMBER:	
THIS APPLICATION IS FILED BY:			
<input type="checkbox"/> SINGLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input checked="" type="checkbox"/> CORPORATION (Documents Required)	<input type="checkbox"/> PRIVATE CLUB (Documents Required)

### GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: <u>Ayaz Ahmad</u>			
ADDRESS OF LEGAL RESIDENCE: <u>116 Flat Ridge Ct.</u>			
CITY: <u>Leesburg</u>	STATE: <u>Georgia</u>	ZIP CODE: <u>31763</u>	COUNTY OF RESIDENCE: <u>Lee</u>
MOBILE PHONE: <u>(224) 532-8897</u>		EMAIL: <u>ahsan2pk@hotmail.com</u>	AGE: <u>62</u>
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:

(A). If applicant resided at current residence less than 2 years list past address:

3. ☒ Manager/ Responsible Person Information (Agent): ☐ Managed by Applicant (Go to question #4)

Name: Abdul Aslam Age: 56 Phone # (229) 296-3630

Address: 404 Forest Glen Dr. City: Albany State: Georgia Zip: 31707

### CERTIFICATION OF APPOINTMENT

I, Ayaz Ahmad the applicant of this alcohol application do hereby appoint the above agent who resides within the County of Dougherty, in the State of Georgia as my lawful and true manager/responsible person who conducts business for this establishment. This certification becomes a part of this application for the business known as Stop N Shop at 2201 Liberty Expressway SE.

[Signature]

Agent Signature

03-25-21

Date

[Signature]

Applicant Signature

03-25-21

Date

4. List all Corporations or firms associated with this business or its principal officers and their percentages of ownership (attach list if necessary):

	Name	Address	Percentage
A	George Bagain	196 Wood Dr. Albany, Ga. 31701	33 1/3
B	Grace Bagain	3803 Eleanor Ct. Rolling Meadows IL.	33 1/3
C			

5. List the owner of the property or the property manager & company who issued the lease (include address & phone number): Check one: ☒ Leased 60 # of Months ☐ Purchased/Owner

Sahi Corp 2201 Liberty Expressway SE Albany, Ga. 31705 (229) 439-7119

6. Has the applicant or any person listed in this application ever been convicted of any felony under federal or state law? YES ☐ NO ☒ If yes, please provide details for each instance.

7. Has the applicant or any person listed in this application ever been convicted of any violation of federal or state law or regulation respecting to the manufacture, possession or sale of alcoholic beverages or who has forfeited his or her bond to appear in court to answer charges for any such violations?

YES ☐ NO ☒ If yes, please provide details for each instance.

8. Have you ever been denied or had an alcohol license that has been revoked?

YES ☐ NO ☒ If yes give date, location, and reasons.

## 9. TYPE OF BUSINESS: (Check One)

- ☐ RESTAURANT  
☐ PUB/TAVERN  
☐ NIGHTCLUB/LOUNGE/BAR  
☐ HOTEL/MOTEL  
☐ PRIVATE CLUB (NON-PROFIT)

- ☒ CONVENIENCE/GROCERY STORE  
☐ PACKAGE STORE  
☐ MULTI-PURPOSE FACILITY  
☐ MUNICIPAL FACILITY  
☐ OTHER (SPECIFY \_\_\_\_\_)

## OATH

10. I, Ayaz Ahmad (The Applicant), being duly sworn according to law, do swear or affirm that the facts stated in the above application are true and correct. Further that any false information that I have provided and should have known to be false may lead this application to be denied or revoked if it is discovered at a later date. Notwithstanding having criminal charges brought against me for false statements. I will promptly notify the License Inspector of any changes to the above information. I have read, understand, and also agree to abide by the Ordinances for Dougherty County, and any State or Federal Laws or regulations governing the service or sale of alcoholic beverages. I further swear or affirm that this application is made in order to procure an alcoholic beverage license in Dougherty County, Georgia.

I am aware of the age requirement for the admittance to alcoholic establishments, Days and Hours of Sale, and the requirement for Alcoholic Beverage Handlers Cards. I further certify that my business meets the required specifications and qualifications for the type of business as indicated above.

## SIGNATURE OF APPLICANT(S):

1. 

2. \_\_\_\_\_

Sworn to and subscribed before me this  
25<sup>th</sup> day of March, 2021.  
Karen D. Aldridge  
 NOTARY PUBLIC  
 COUNTY GEORGIA

## OFFICE USE ONLY

## PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: \_\_\_\_\_ + Feet From: Transfer  
 (Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: \_\_\_\_\_ + Feet From: Transfer  
 (Must be greater than 300 ft.)

## C. Other Distances:

1. N/A \_\_\_\_\_ feet.  
 (Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
2. N/A \_\_\_\_\_ feet.  
 (If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
3. N/A \_\_\_\_\_ feet.  
 (If requested location is within 300 feet of any Housing Authority Property.)

D. Package Stores \_\_\_\_\_ feet from existing package store \_\_\_\_\_  
 located at \_\_\_\_\_ (Must be greater than 1,500 ft.)



Is this location or has this location been licensed for alcohol? ☒ Yes ☐ No

If Yes, License Number: 21150 Last Year Licensed: 2021

Business Name: Stop & Shop

Licensee: George Bagain

Lic.No. 0AR1-000003

Fee \$750.00

ABC Date 4/15/2021

Accepted by: A.D.

**ADDITIONAL INFORMATION**

Police calls over the last 12 months: (1) Damage to Property (1) False alarm (84) Building Checks (11) Miscellaneous

WORK SESSION DATE: April 12, 2021

REGULAR MEETING DATE: April 19, 2021

ZONING: C-2c MCB DISTRICT: 6 MCB

Applicant(s) meet criteria: ☒ Yes ☐ No

Location meets criteria: ☒ Yes ☐ No

[Signature]  
Director/License Inspector

4/6/2021  
Date

Recommendation: ☒ Approved ☐ Disapproved

D. K. Pungj  
Chief of Police/Designee

4/6/21  
Date

Remarks:

County Clerk/Designee

Date

☐ Approved

☐ Disapproved

Notice of Application for Consumption of Alcoholic Beverages, Beer, Wine License.  
I, Ayaz Ahmad trading as Stop N Shop, located at 2201 Liberty Expressway Albany, GA 31705, give notice that I will apply for consumption of Alcoholic beverages, Beer and Wine to be considered by the Dougherty County Commission at 10:00 am on April 19, 2021 at 222 Pine Ave., Room 100, Albany, GA.

**COMMENTS:**

# ACCG Civic Affairs Foundation

## GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and \_\_\_\_\_ County (“**COUNTY**”), having its principal office at \_\_\_\_\_. In exchange for valuable consideration, the parties agree as follows.

### I. GENERAL TERMS.

#### A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

#### B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2021 until September 30, 2021. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

### II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

#### A. Use of Grant Funds.

##### 1. Amount of Reimbursement



# ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
  - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

## III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2021 to September 30, 2021, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

# ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 18, 2021 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than August 15, 2021: ); intern consent form (“Intern Consent Form”)(Exhibit F); the intern information form (“Intern Information Form” (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
  2. **Fair Labor Standards Act**
  3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

# ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

## IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

## V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

# ACCG Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2021.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

## VI. **Access to Records, Records Retention, and Investigation**

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

## VII. **Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

## VIII. **Program Publicity and COUNTY Participation**

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

# ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

## **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

## **XII. CONTRACT EXHIBIT INCLUSION:**

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

# ACCG Civic Affairs Foundation

**COUNTY:**

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Dave Wills

Title:

Title: Secretary-Treasurer

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**COUNTY CLERK CERTIFICATION:**

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2021, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk

# ACCG Civic Affairs Foundation

February 10, 2021

Ms. Dominique Hall  
222 Pine Avenue, Suite 340  
Albany, GA 31701

Dear Ms. Hall:

In 2020, Dougherty County was awarded a Georgia County Internship Program (GCIP) grant through the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") in the amount of **\$2,607.60** for the **CDBG Disaster Recovery** intern project to cover **one** internship, enclosed. Your county requested that this grant be deferred to 2021 due to COVID 19, which was approved by the ACCG Civic Affairs Foundation. While your county was not required to resubmit the 2020 award winning application for the 2021 GCIP grant cycle, your county is required to comply with all paperwork described herein for the 2021 grant.

As such, your grant is contingent upon the ACCG Civic Affairs Foundation and Dougherty County entering into the terms and conditions of the 2021 Georgia County Internship Program Grant Agreement (the "Agreement") that this letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, the grant will be awarded for the CDBG Disaster Recovery project provided for in Exhibit B of the Agreement. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-992-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Thank you for participating in the GCIP 2021 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer



## ACCG Civic Affairs Foundation

February 14, 2020

Ms. Dominique Hall  
222 Pine Avenue, Suite 340  
Albany, GA 31701

Dear Ms. Hall:

I am pleased to inform you that Dougherty County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2020 summer program in the amount of **\$2,607.60** for the **CDGB Disaster Recovery** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-522-5022 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2020 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Chris Cohilas  
Jawahn Ware  
Michael McCoy





## Georgia County Internship Program Grant Application Summer 2020

Applicants should read the entire GCIP Application Packet prior to completing this form.

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.**

The application deadline for the 2020 GCIP grant program is **Monday, January 6, 2020**

Applications should be sent to **Michele NeSmith** at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org) or by mail to:

**ACCG Civic Affairs Foundation  
191 Peachtree Street NE, Suite 700  
Atlanta, GA 30303**

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

**Reminder: Interns should be currently enrolled in college as undergraduate or graduate students, or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.**



## Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	
Verizon Rural Grant (55,000 or less population with no previous GCIP Participation)	
Kundell Environmental Grant	
Garner Health and Human Services Grant	X

## Section II: General Grant Information

County Name:	Dougherty
County E-Verify Number:	51201
Number of Interns Requested:	1

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college or university?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	___ \$500 (25%) ___ Other		
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	Dominique Hall		
County:	Dougherty		
Department:	Human Resources		
Position:	HR Director		
Address:	222 Pine Avenue, Suite 340, Albany, GA 31701		
Email:	dohall@dougherty.ga.us	Phone:	229-431-2122



Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
What amount?		\$:	0.00
<b>OR</b>			
Is the county providing additional funding? (on top of the grant amount)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
What amount?		\$:	
Who will be the supervisor for the intern?			
<input checked="" type="checkbox"/> Same as grant coordinator or other primary county contact			
<input type="checkbox"/> Other			
Name:			
Department:			
Position:			
Address:			
Email:		Phone:	
Has this individual previously supervised interns?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Is adequate space available to support an intern?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Will outside technical assistance be required for the intern to complete the project?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, who will provide it:			
Has your county previously had an intern?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Has your county ever had an intern in this field?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a college or university located in your county?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a technical college located in your county?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)			
The intern should have knowledge and experience using a computer and Microsoft Office Suites such as: Word, PowerPoint, Outlook and Excel.			
Will any special training be provided to the intern?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, please describe:		Training will be given on grant compliance and administration for a newly implemented Community Disaster Recovery Grant program.	



## **Section III: Project Description and Intern Position Title**

### **Project Information**

Internship position title:	Community Development Disaster Recovery Grant Administrator
----------------------------	---

**In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship.** More information can be found in the GCIP Application Process and Guidelines document

**In 2017, Dougherty County faced the challenge of recovering from two natural weather disasters within the month of January. Then in September, Hurricane Irma dealt a devastating blow to areas that were still recovering from the January storms. As a result, Dougherty County is the recipient of the Community Development Block Grant for Disaster Recovery funded by the U.S. Department of Housing and Urban Development (HUD). Therefore, a new division has been developed to manage, administer, coordinate, implement and ensure compliance with Federal, State and local grant programs for community development and affordable housing programs and rehabilitation. The main functions of the department and grant expenditures will be for: Rehabilitation and Reconstruction of Housing/New Housing Development, Infrastructure and Public Facilities repairs, and Economic Revitalization.**

**The intern's project will be to assist with the implementation and development of the Community Development Block Grant for Disaster Recovery, a new division within the Dougherty County Administration Department. The intern will work closely with the Grant Manager and Assistant Grant Managers in their offices located at 225 Pine Avenue, Albany, GA. There may be opportunities for the intern to work in the field (Dougherty County, GA) as well.**

**The intern may perform the following duties:**

- Assist in the creation of marketing strategies (flyers, media relations, etc.)**



- Assist with training and technical assistance in the field of housing, economic development, and /or community development.
- Provide services to support housing, community and economic development programs that are part of overall disaster recovery efforts.
- Learn applicable Federal regulations and requirements and understand how they interplay with program design, implementation and oversight of recovery programs. These regulations and requirements include cross-cutting Federal requirements (e.g. environmental review, labor standards, acquisition/relocation, fair housing), duplication of benefits, and others.
- Assist with refining and improving program procedures and processes for implementation.
- Assist with the development of systems to interpret and apply the regulations within the context of the program.
- Work onsite and remotely with senior staff, subject matter experts, and junior staff to provide technical assistance and guidance, develop policies and procedures, and design programs for post-disaster recovery efforts.
- Assist with the development of written products and tools for grantee policies and procedures, program implementation, and design.

There are various priceless benefits and experiences that an intern will gain from this project: The opportunity to grow, learn and develop skills as they tackle the development of this start-up department; sense of ownership and accomplishment from being involved during the development stages; sense of pride in helping the City of Albany and Dougherty County citizens; exposure to a wealth of information and experience in various business related fields (marketing, accounting, grant administration) etc.

The County, in return will have the benefit of launching the grant program earlier than projected; showcasing our culture as well as our commitment to public service; demonstrating the rewards of a career in the public sector; insight from a college student's perspective; and successfully rehabilitating our communities and businesses to a pre-disaster state.



**For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404)522-5022 ext. 195**

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).



## Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, \_\_\_\_\_, acknowledge that \_\_\_\_\_ County used the E-Verify program to verify the employment eligibility of \_\_\_\_\_, GCIP summer intern, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization



## Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: \_\_\_\_\_

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

### Intern Information

Name: \_\_\_\_\_

Department Hired: \_\_\_\_\_

Number of Hours Worked: \_\_\_\_\_

Cost of Wages: \_\_\_\_\_

Cost of FICA: \_\_\_\_\_

Cost of Worker's Compensation: \_\_\_\_\_

Total Amount of Reimbursement Requested: \_\_\_\_\_

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.



I, \_\_\_\_\_, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 18, 2021**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Georgia County Internship Program (GCIP) Intern Evaluation Form

*Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org).*

Name: \_\_\_\_\_

County: \_\_\_\_\_

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?



## Georgia County Internship Program (GCIP)

### INTERN CONSENT FORM

I, \_\_\_\_\_, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and \_\_\_\_\_ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

\_\_\_\_\_  
Signature of Intern

\_\_\_\_\_  
Date

# ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM			
COUNTY INFORMATION			
Name of Supervisor:		Title:	
County:		Department:	
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Email Address:	
INTERNSHIP POSITION INFORMATION			
Full Name of Intern (Hired):			
Street Address:			
City:		State:	ZIP Code:
Phone Number:		Personal Email address:	
College/University Student Attends:		Program or Major:	Expected Year of Graduation:
Post Graduation Plans:			
Intern Position Title:		Department:	
Start Date:	End Date:		Hours Worked Per Week:
SIGNATURES			
Signature of County Supervisor:			Date:
Signature of Hired Intern:			Date:

***This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.***



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

Item 5f.

CANAL

BPO  
1000

**INTERGOVERNMENTAL SUPPORT AGREEMENT  
BETWEEN  
MARINE CORPS LOGISTICS BASE  
ALBANY, GEORGIA  
AND  
BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY  
PUBLIC WORKS DEPARTMENT  
FOR  
CANAL MAINTENANCE**

**M67008-210310-I001**

Subj: INTERGOVERNMENTAL SUPPORT AGREEMENT - CANAL

This is an Intergovernmental Support Agreement (IGSA or Agreement) between MARINE CORPS LOGISTICS BASE (MCLB) ALBANY, otherwise known as RECEIVER and the BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY (County), GEORGIA, 222 Pine Ave, Albany, GA 31701; otherwise known as SUPPLIER. When referenced collectively, MCLB and DOCO are referred to as "Parties".

1. Background. As seen in the authority referenced in paragraph 2.1., the Parties have enjoyed a successful relationship with regards to providing the services covered in this IGSA. As a result of the annual review of the above IGSA, the Parties have agreed that it is in the best interests of the Parties to renew and update the partnership in accordance with current policy.

2. Authorities. The following references provide authority and guidance for the preparation, maintenance, and provisions contained in this Agreement.

2.1. Current Agreement M67008-05082017-A001.

M67008-210310-I001

1

2.2. 10 U.S.C. § 2679(formerly 10 U.S.C. § 2336), "Installation-support Services: Intergovernmental Support Agreements".

2.3. National Defense Authorization Act of 2013, revised 2015.

2.4. ASN EI&E memo of 1 March 2019.

2.5. OPNAV 4000.84C, "Interservice and Intragovernmental Support Program".

2.6. DoD Instruction 4000.19, Support Agreements; 6 Dec 2020.

2.7. Commanders Handbook, "Marine Corps Installation Partnership Program - Utilizing Intergovernmental Service Agreements" dated 03 May 2019.

3. Purpose. Establish the roles and responsibilities of the Parties regarding the provisions of Canal Maintenance Services along the perimeter of the MCLB Albany.

4. Understanding of the Parties

4.1. SUPPLIER will:

4.1.1. Perform installation support services to include 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.

4.1.2. Complete maintenance and rehabilitation of the storm water system.

4.1.3. Contact the RECEIVER a minimum of 5 business days prior to the beginning of services for coordination purposes and to verify the availability of funding.

4.1.4. Coordinate with RECEIVER for disposal of waste, litter, and /or debris associated with this project.

4.1.5. Remove the accumulated buildup of sediment and debris within the designated canals located on MCLB Albany, not to include concrete canals. Removal of material will not extend beyond the original designed flow line of the canal.

4.1.6. Remove vegetation on the canal side slopes that impede storm water conveyance.

4.1.7. Transport removed materials to a designated stockpile established by the RECEIVER.

4.1.8. 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 SUPPLIER 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 SUPPLIER.

4.1.9. Only tender services and goods in conformance with the IGSA.

4.1.10. If the SUPPLIER 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 SUPPLIER shall promptly notify the Coordination Representative.

4.2. RECEIVER will:

4.2.1. Maintain erosion and sedimentation control required due the maintenance of canals.

4.2.2. Removal and disposal of all materials from the designated stockpile.

4.2.3. Request and seek approval of funding, see Agreement I, if hydro-seeding is to be needed. Hydro-seeding will be a separate line item cost under this agreement.

4.2.4. Appoint a CR who will be responsible for inspecting all services performed and notify the SUPPLIER of the CR's identity, the alternate and any changes for the CR.

4.2.5. For services 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; inspection and test to be conducted in a manner that will not unduly delay the performance of work.

4.2.5.1. If determined that services do not conform to the requirement in the Agreement, the CR can require the SUPPLIER to perform the services again, in whole or in part, at no additional cost to the RECEIVER.

4.2.5.2. 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.

4.2.6. Pay the SUPPLIER in accordance with the schedule, in Agreement I, for Canal Maintenance Services on MCLB Albany.

#### 4.3. Joint Provisions

4.3.1. Agreement shall be for one year from the execution of this agreement, and is renewable for successive one year periods for two (2) 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.

4.3.2. RECEIVER shall pay the SUPPLIER for services based upon satisfactory completion of services. Payment shall be based for services provided as set forth in this Agreement. RECEIVER 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 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.

4.3.3. Rates may only be adjusted upon 30-day written notice to the 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.

5. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

## 6. General Provisions

6.1. Point of Contact: The following POC will be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its POC upon reasonable notice to the other Party.

### 6.1.1. For MCLB Albany

6.1.1.1. Agreement:	Lailani Meadow
Title:	Support Agreement Specialist
Location:	Business Performance Office Building 3500, Room 15
Phone:	(229) 639-5152
Email:	lailani.meadow@usmc.mil

6.1.1.2. Primary: Brian Wallace  
Title: Division Head  
Location: Environmental, I&E  
Building 5501  
Phone: (229) 639-8616  
Email: brian.wallace@usmc.mil

6.1.1.3. Alternate: Hubert Smigelski  
Title: Deputy Director, I&E  
Location: Environmental, I&E  
Building 5501  
Phone: (229) 639-5601  
Email: Hubert.smigelski@usmc.mil

6.1.2. For Dougherty County

6.1.2.1. Agreement: Jeremy Brown, P.E.,  
Title: Project Engineer  
Location: 2038 Newton Road  
Albany, Georgia  
Phone: (229) 430-6120  
Email: jebrown@dougherty.ga.us

6.1.2.2. Primary: Chucky Mathis  
Title: Assistant Public Works  
Director  
Location: 2038 Newton Road  
Albany, Georgia  
Phone: (229) 430-6120  
Email: cmathis@dougherty.ga.us

6.1.2.3. Alternate: Robert Loud  
Title: Stormwater Manager  
Location: 2038 Newton Road  
Albany, Georgia  
Phone: (229) 430-6120  
Email: rloud@dougherty.ga.us

6.2. Correspondence. All correspondence to be sent and notices to be given pursuant to this Agreement will be addressed as follows:

6.2.1. Commanding Officer MCLB Albany

Business Performance Office  
Marine Corps Logistics Base  
814 Radford Blvd, Suite 20302  
Albany, Georgia 31704-0351  
COM: (229)639-8959/5152  
DSN: 567-8959/5152

If to the SUPPLIER:

6.2.2. Dougherty County Board of Commissioners  
Public Works, Engineering Department  
2038 Newton Road  
Albany, Georgia 31701  
COM: (229) 430-6120  
Email: jebrown@dougherty.ga.us

6.3. Review of Agreement. This Agreement will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the Agreement will be reviewed in its entirety.

6.4. Modification of Agreement. This Agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. Disputes. Any disputes relating to this Agreement will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. Termination of Agreement. This Agreement may be terminated by either Party by giving at least 30 days' written notice to the other Party. The Agreement may also be terminated at any time upon the mutual written consent of the Parties.

6.7. Transferability. This Agreement is not transferable except with the written consent of the Parties.

6.8. Entire Agreement. It is expressly understood and agreed that this Agreement embodies the entire agreement between the Parties regarding the Agreement's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. Effective Date. This Agreement takes effect beginning on the day after the last Party signs.

6.10. Expiration Date. This Agreement expires 3 years from the date the last party signs.

6.11. Cancellation or Modification of Previous Agreement. This Agreement modifies or cancels and supersedes the previously signed agreement between the same Parties with the subject Canal Maintenance, Agreement # M67008-05082017-A001 and effective date of 13 Dec 2017.

6.12. 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.

6.13. 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, provisions, or conditions, which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. Other Federal Agencies. This Agreement does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. Financial Details. Refer to Appendix 1.

7.1. Availability of Funds. This Agreement does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this Agreement, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this Agreement will be interpreted to require obligation or payment

of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. Billing. The SUPPLIER will bill the RECEIVER on a monthly basis in accordance with the procedures of the Billing Party. A record of the transaction will be sent to the RECIEVER within 30 calendar days after the month in which the transaction occurred.

7.3. Payment of Bills. The RECEIVER's paying office will forward payments, along with a copy of billed invoices, to the SUPPLIER within 30 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.3. Financial Specifics. See Appendix I for all other details and information on the reimbursable support identified in this Agreement.

7.4. Economy Act Determination and Findings (D&F). Not applicable

8. List of Attachments: The following attachments are included as part of this IGSA:

8.1. Cost Benefit Analysis

8.2. Pricing and Schedule Summary

AGREED:

For the SUPPLIER

For the RECIEVER

\_\_\_\_\_  
CHRIS S. COHILAS                      Date  
Chairman, Dougherty County  
Board of Commissioners

\_\_\_\_\_  
M. J. FITZGERALD                      Date  
Colonel, Commanding Officer  
MCLB Albany

## ATTACHMENT 1

### Cost Benefit Analysis Landowner Surveys M67358-210310-I001

1. Service Description and Justification: Due to current civil servant tradesman manning, MCLB Albany relies heavily on contracted services for maintenance, repair, and construction. The service to be provided by the IGSA is: Storm-water canal maintenance. The services are required for the safe and effective operation of the installation, in support of tenant activities. Currently, due to the aforementioned manning deficit, the installation has to execute individual contract actions for every repair/maintenance service that exceeds the micro-purchase threshold. These individual contract actions are a significantly more expensive and less efficient method for executing the work, when compared to the IGSA.

2. Marine Corps Cost (No Partnership):

- a. What are annual costs to the Marine Corps to pay for the Service on its own?:

As part of the installation's Base Operation Support (BOS) contract, the installation issues individual task orders for repair services. The direct cost of these task orders varies with respect to the scope of the work, but every task order has immeasurable amount of general and administrative cost associated with its planning, issuance and inspection. The installation has yet to execute any contract actions for storm-water canal maintenance, due to the high direct and indirect costs associated with these types of actions, and the prioritization of the budget.

An approximated annual cost for canal maintenance aboard the installation, based off previous market research, would be \$250,000.

- b. If not currently provided, what are projected costs to the Marine Corps to assemble funding and labor to start the service?

An approximated annual cost for canal maintenance based off previous market research would be \$250,000.

3. Community Cost (No Partnership):

- a. How long has the Local Government provided this Service for itself?: (Estimate in Years)  
More than 20 years.
- b. What does the local government pay (or charge itself) for the service per year?

The rates in the IGSA are the same rates the local government charges for the service.

4. Shared Partnership Agreement (IGSA is Implemented):

- a. What would the Marine Corps pay for the Service per year under the IGSA?

Total estimate cost, per annum, of the IGSA for canal maintenance would be \$75,000.

- b. What does the Marine Corps save per year under the provisions of the IGSA (1.a. - 3.a. = ?):

The installation would save approximately 70% on the canal maintenance by executing the service via the IGSA.

- c. Are their forecasted increases/decreases for the service cost per year?:

The mean forecasted increase/decrease in demand for service would be estimated at +/- 10%.

5. Additional Comments: Holistically, the IGSA enhances the capabilities of the installation to maintain its facilities. The Marine Corps' reduced direct and indirect costs for service, coupled with the proximity of the local government service provider (reduced response time) is undoubtedly of benefit to the government.

**ATTACHMENT 2**  
**PRICING AND SCHEDULE SUMMARY**

1. Financial Details. MCLBA agrees to pay the COUNTY \$75,000 per year for services performed on behalf of MCLBA and approved in accordance with this IGSA the as described below:

1.1. Canal Services for 8,000 linear feet at an annual cost of \$75,000.

1.2. Labor, equipment, and materials for hydro seeding will be \$900 per acre, based on the use of Bermuda grass (permanent seed), Ryegrass (temporary seed), 10-10-10 fertilizer, and hydro-mulch.

2. The Parties agree that no legal liability on the part of MCLBA shall arise until the IGSA AO notifies the COUNTY that funds are available and authorizes the COUNTY to begin performance of services.

3. Financial Points of Contact.

2.1. For the Receiver:

2.1.1. Name: Phillip A. Millerd  
Title: Comptroller  
Location: 814 Radford Blvd, Building 3500  
Phone: (229) 639-7008  
Email: phillip.millerd@usmc.mil

2.1.2. Name: Sara Thorson  
Title: Deputy Comptroller  
Location: 814 Radford Blvd, Building 3500  
Phone: (229) 639-6429  
Email: sara.thorson@usmc.mil

2.2. For the Supplier

2.2.1. Name: Martha Hendley  
Title: Finance Director  
Location: City of Albany  
222 Pine Ave, Suite 430  
Albany, GA 31701  
Phone: (229) 302-3039  
Email: mhendley@dougherty.ga.us



## **MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT FOR THE GOVERNMENT CENTER**

This Agreement made and entered into this \_\_\_\_\_ day of April, 2021, by and between the City of Albany, Georgia, a Georgia Municipal Corporation (“City”), and Dougherty County, Georgia, a political subdivision of the State of Georgia (“County”), hereinafter referred to jointly as the “Owners”.

### **WITNESSETH:**

In 1988, the Albany Dougherty Inner City Authority (“ADICA”) issued approximately Seven Million One Hundred and Fifty Thousand (\$7,150,000.00) Dollars in Revenue Bonds, identified as Albany-Dougherty Inner City Authority Improvement Revenue Bonds, Series 1988A (Bonded Indebtedness), for development of the Downtown Albany Central Square Project, including the construction of a new City-County Government Building, erected at 222 Pine Ave. in Albany, Georgia, now known as the Government Center (“Premises”), to be utilized by the Owners on behalf of their citizens; and

**WHEREAS**, in order to facilitate development of the Premises, Central Square Agreements were executed between the Owners and ADICA; and

**WHEREAS**, the Central Square Agreements provided for the Owners to enter into a Lease Purchase Agreement with ADICA for the purpose of retiring the Bonded Indebtedness, with each of the Owners paying fifty percent (50%) of the rental payment and being entitled to fifty percent (50%) of the square footage available for occupancy, with the ability for either Owner to sublet portions of its square footage entitlement to the other Owner, subject to the condition that subletting would not affect the amount of rental due from either of the Owners to ADICA; and

**WHEREAS**, since the completion of the construction of the Premises by ADICA, Owners have occupied the Premises on behalf of their citizens, sharing

equally in everyday operation and maintenance expenses; and

**WHEREAS**, the Lease Purchase Agreement executed between the Owners and ADICA provides that the Lease Purchase Agreement would terminate once the Bonded Indebtedness was paid in full and that ADICA would thereafter “promptly convey the project to the City and County”; and

**WHEREAS**, the Bonded Indebtedness has been paid in full and ADICA has transferred its ownership of the Premises to the Owners, as evidenced by a Quit Claim Deed, recorded in Deed Book 4448, Page 343 in the Office of the Clerk of Superior Court of Dougherty County, Georgia; and

**WHEREAS**, Capital Improvements have been financed by County through its dedicated Special Purpose Local Option Sales Tax funds; and

**WHEREAS**, the Owners now desire to provide for a more formal declaration of responsibility for management, operations, and maintenance of the Premises.

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, City and County covenant and agree as follows:

(1) The attached Quit Claim Deed from ADICA transferring joint ownership of the Premises to the Owners is approved and accepted and the prior recording of the Quit Claim Deed is hereby ratified.

(2) The County has incurred expenses for Capital Improvements to the Premises, and hereby waives any claim or right to reimbursement for said expenses from the City.

(3) The Owners <sup>local</sup> are entitled to continue to utilize fifty percent (50%) of the square footage available for occupancy with either Owner having the right to sublet portions of its square footage entitlement to either the other Owner or to a third party. The Owners shall continue to share equally the expenses of operation and maintenance for the Premises.

respective Commissions, shall in general form the basis on which the Team shall incur items of expense for the operation and maintenance of the Premises.

- (f) **MONTHLY STATEMENTS:** Furnish quarterly detailed statements of all receipts and disbursements to the respective Commissions on or before the twenty-fifth (25<sup>th</sup>) day of each quarter for the preceding calendar quarter. The Team shall also furnish a quarterly operating statement of expense for the quarter and year to date and for the same quarter in each of the preceding two years.
  - (g) **INSURANCE:** Assure that the Premises is adequately insured against damage or destruction resulting from casualty, including fire, flood, tornado, vandalism or any other event, whether natural or manmade. The Team shall also assure that the Premises is, at all times, covered under a policy of liability insurance coverage extending not less than One Million (\$1,000,000.00) Dollars in single-limit coverage.
  - (h) **RECORDS:** Maintain accurate records of all receipts and expenditures of operation and maintenance of the Premises. Such books of accounts shall be the property of the Owners and shall at all times be open for inspection by any member of the respective Commissions or their duly authorized agents.
  - (i) **CAPITAL IMPROVEMENTS:** Prepare and submit to the respective Commissions an annual report, identifying any Capital Improvements which the Team may recommend and/or deem necessary.
- (6) The respective Commissions shall be provided with not less than sixty

*but not limited to,*

(4) The expenses of operation and maintenance of all common areas of the Premises, described as the entire first floor and the hallways and adjoining storage spaces and restrooms located on the second floor through the fifth floor, will be shared equally by the Owners.

*Capital improvements?*

(5) A Management Team ("Team") is hereby established for the purpose of properly managing, operating, and maintaining the Premises. The Team shall be comprised of the City's City Manager and the County's County Administrator. The Team shall perform, among other things, the following duties relative to the operation and maintenance of the Premises:

- (a) STAFFING: Contract with, discharge, and pay on behalf of the Owners all employees, subagents, or contractors necessary to be employed in the operation and maintenance of the Premises.
- (b) EQUIPMENT AND SUPPLIES: Purchase on behalf of the Owners all equipment, tools, appliances, materials and supplies necessary for the operation and maintenance of the Premises.
- (c) REPAIRS: Contract on behalf of the Owners for and supervise the making of all repairs, alterations, and decorations in/on the Premises. The Team shall not, however, contract for any repair, alteration, or decoration that costs over Thirty Thousand (\$30,000.00) Dollars without the prior written approval of the Albany City Commission and the Dougherty County Commission (the respective Commissions).
- (d) UTILITIES: Contract on behalf of the Owners for water, gas, electricity, and other services and commodities necessary in the operation and maintenance of the Premises.
- (e) BUDGET: Prepare and submit to the respective Commissions an annual budget of expenses which, when approved by the

(60) days' notice of any proposed permanent modifications and/or Capital Improvements exceeding Thirty Thousand (\$30,000.00) Dollars. Any such permanent modification to the Premises and/or any Capital Improvements of more than Thirty Thousand (\$30,000.00) Dollars must be approved, in writing, by the respective Commissions. All proposed expenditures so approved by the respective Commissions will be shared equally by the Owners. Absent such approval, either City or County may proceed with the proposed permanent modifications and/or Capital Improvements at its sole expense.

(7) The initial term of this Agreement shall three (3) years from the date the last Owner affixes its signature and seal hereto. Unless an Owner provides written notice to the other Owner at least ninety (90) days prior to the end of such term, this Agreement will automatically renew for an additional two- (2) year term.

(8) Any notices shall be hand delivered.

If to City: City of Albany  
Mayor and Board of Commissioners  
222 Pine Ave., Suite 580  
Albany, GA 31701

With a copy to: City Attorney's Office  
C. Nathan Davis, City Attorney  
222 Pine Ave., Suite 560  
Albany, GA 31701

If to County: Dougherty County  
Chairman and Board of Commissioners  
222 Pine Ave., Suite 540  
Albany, GA 31701

With a copy to: ~~W. Spencer Lee IV, Esq.~~  
County Attorney  
~~504 N. Jackson St.~~ 222 Pine Ave, Suite 540  
Albany, GA 31701

**[SIGNATURES ON FOLLOWING PAGE]**

WITNESS OUR HANDS and SEALS pursuant to proper authority this \_\_\_\_\_  
day of April, 2021.

**CITY OF ALBANY**

By: \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

**DOUGHERTY COUNTY, GEORGIA**

By: \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

**A RESOLUTION  
ENTITLED**

**A RESOLUTION PROVIDING FOR INVESTIGATION AND/OR INSPECTION BY THE PUBLIC OFFICER AS DESIGNATED UNDER DOUGHERTY COUNTY NUISANCE ABATEMENT RESOLUTION NUMBER 02-034 AND/OR HIS OR HER DESIGNEE AND PROVIDING FOR THE ENFORCEMENT OF THE DOUGHERTY COUNTY NUISANCE ABATEMENT RESOLUTION RELATIVE TO CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF DOUGHERTY COUNTY; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.**

**WHEREAS**, there exists in the unincorporated area of the County certain real property that is unfit for human habitation and not in compliance with applicable County codes and state laws and constitutes an endangerment to the public health and safety as a result of unsanitary and unsafe conditions; and

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is necessary to utilize Dougherty County Nuisance Abatement Resolution Number 02-034 to abate the nuisances as found in the unincorporated area of the County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by authority of same as follows:

**SECTION I** The Public Officer, as designated in Dougherty County Nuisance Abatement Resolution Number 02-034, is hereby requested to make an investigation and inspection of the following property to determine if the above-described conditions exist under applicable codes: 1000 Liberty Expressway, Albany, Georgia 31705.

**SECTION II** The Public Officer is hereby requested to have filed in a Civil Court with jurisdiction a Complaint In Rem against the above-stated lots, tracts or parcels of real property found to be in violation of said Resolution.

**SECTION III** The County Attorney is hereby directed to take appropriate action on behalf of Dougherty County relative to the above-stated properties to abate any nuisance found to be in violation of Dougherty County Nuisance Abatement Resolution Number 02-034.

**SECTION IV** The County Attorney, Public Officer and County Administrator are hereby authorized to expend funds necessary to have the violations abated, including demolition costs.

**SECTION V** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the \_\_\_\_\_ day of April, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2021**  
*TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.*

**LOCAL GOVERNMENT INFORMATION**

Date of Application: April 7, 2021

Name of local government: Dougherty County, Georgia

Address: 2038 Newton Road, Albany, Georgia 31701

Contact Person and Title: Jeremy Brown P.E., Project Engineer

Contact Person's Phone Number: (229) 430-6120

Contact Person's Fax Number: (229) 430-6128

Contact Person's Email: jebrown@dougherty.ga.us

Is the Priority List attached? Yes

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Christopher S. Cohilas (Name), the Commission Chairman (Title), on behalf of Dougherty County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.



**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2021**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

51201

E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

Christopher S. Cohilas (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires: \_\_\_\_\_

NOTARY SEAL:

## GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
  - a. Overview of type of project(s) being requested
  - b. Status of previous LMIG funding
  - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
  - a. Signature of Mayor or County Commission Chairperson
  - b. County/City Seal (Required)
  - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Martin Luther King Jr. Drive	Story Road	Blue Springs Rd	1.57	Road Sign Installation &/or Replacement		6/30/21
Eight Mile Road	Gillionville Road	Leary Road	6.10	Road Sign Installation &/or Replacement		6/30/21
Gravel Hill Road	Moultrie Hwy	Mitchell Co Line	4.81	Road Sign Installation &/or Replacement		6/30/21
Radium Springs Road	City Limits	Mitchell Co Line	6.60	Road Sign Installation &/or Replacement		6/30/21
Holly Drive	Radium Springs Road	Moultrie Road	2.29	Road Sign Installation &/or Replacement		6/30/21
Tallahassee Road	Terrell County Line	Gillionville Road	3.21	Road Sign Installation &/or Replacement		6/30/21