



## REGULAR MEETING

April 04, 2022  
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 optional for all meeting participants.*

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

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
  - a. Consider for action the Minutes of the March 7th Regular Meeting, March 14th Work Session and March 14th Special Called Meeting. **ACTION:**
6. Delegations *(The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).*
7. Purchases.
  - a. Consider for action the recommendation to purchase six (6) Pursuit Utility Vehicles from Wade Ford (Smyrna, GA) in the amount of \$33,667.80 each for a total expenditure of \$202,006.80. Three vendors submitted bids with two meeting specifications and the highest bid received was \$207,505.32. Funding is budgeted in SPLOST VII. **ACTION:**

- b. Consider for action the recommendation to purchase fifty (50) mobile radios for DCP from single source vendor Motorola Solutions (Albany, GA) in the amount of \$278,647.81. Parts are no longer available to repair aged inventory. Funding is available in the American Rescue Plan Act (ARPA). **ACTION:**
- c. Consider for action the recommendation to purchase two (2) 2022 F-350 Cab & Chassis with an Ambulance Prep Package and Patient Module from Wade Ford (Smyrna, GA) in the amount of \$158,289 each for a total expenditure of \$316,578. The purchase will be made from the State of Georgia Contract. Funding will be provided by SPLOST VII. **ACTION:**
- d. Consider for action the Resolution providing for acceptance and execution of the contract to accept the bid for the carpet/cove base replacement for the Dougherty County Health Department from Continental Flooring Company (Scottsdale, AZ) in the amount of \$326,900 subject to execution of the contract by the County Administrator. Funding is budgeted in SPLOST VII. **ACTION:**
- e. Consider for action the recommendation to accept the quote to replace the air handler unit for the Dougherty County Health Department from RHC HVAC (Albany, Ga) in the amount of \$56,955.37. Funding is budgeted in SPLOST VII. **ACTION:**
- f. Consider for action the resolution providing for acceptance and execution of the contract to accept the proposal for Dougherty County's On-Site Medical Services from CareATC (Tulsa, Oklahoma) in the amount of \$492,863.89 subject to execution of the contract by the County Administrator. The recommendation is for one year firm price contract with three options to renew for an additional one-year term. The proposed cost for year two is \$514,170.39 and year three is \$534,150.10. Funding is available in the General Fund. **ACTION:**
- g. Consider for action the resolution providing for acceptance and execution of the Professional Services Agreement between Dougherty County, GA and DCJ Global Management Solutions, LLC (Stockbridge, GA) in a not to exceed amount of \$157,500. This agreement is being entered in on behalf of Chief Superior Court Judge Willie Lockette to receive services of a grant administrator. In the January 24, 2022 Regular Meeting the Board accepted the Judicial Council of Georgia American Rescue Plan Act Funding Award in the amount of \$2,000,000. The stipulation of the award is to have a grant administrator. County Administrator Michael McCoy will address. **ACTION:**

8. Additional Business.

- a. Consider for action the resolution to adopt the amended and restated ACCG 401(a) Defined Contribution Plan for Dougherty County Employees. The effective date of the amended and restated Plan shall be January 1, 2022. **ACTION:**

9. Updates from the County Administrator.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. Adjourn.

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

DOUGHERTY COUNTY COMMISSION  
REGULAR MEETING MINUTES

DRAFT

March 7, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 7, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10 a.m. Present [in the Chamber] were Commissioners Victor Edwards, Gloria Gaines, Clinton Johnson, Anthony Jones and Ed Newsome. County Administrator Michael McCoy and Commissioner Gray participated via the audio-conferencing feature. Also present were 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 and via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance done by Commissioner Johnson, the Chairman called for approval of the minutes for the February 4th County Retreat, February 7th Regular Meeting, February 14th Work Session and February 14th Special Called Meeting.

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

The Chairman recognized Citizen Dr. Amanda Green to share concerns pertaining to Dougherty County Police. Dr. Green shared her concerns that police reports are not being written and if so, she has some additional concerns regarding information being listed. She wanted to address the Commission because they appointed the Chief of Police.

The Chairman called for consideration to purchase a commercial washer and dryer for the Jail from single-source vendor Commercial Coin and Laundry (Gulf Breeze, FL) in the amount of \$36,130.75. The recommendation is to purchase the equipment using the same vendor for past purchases. Funding is budgeted in SPLOST VI- Jail Facility Equipment.

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

The Chairman called for consideration to approve the Alcohol Application from Big E's Country Store LLC, Alpeshkumar Patel licensee, dba Big E's Country Store, at 2100 Cordele Road for Package- Beer and Package - Wine. The Albany-Dougherty Marshal's Office recommended approval.

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

The Chairman called for consideration of the resolution providing for the enforcement of Dougherty County Nuisance Abatement Resolution relative to properties located at 2806 Barnaby Drive, 2510 Big Oak Court, 309 Pryor Street and 2604 Banks Avenue.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion passed unanimously. Resolution 21-012 is entitled:

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.

The Chairman called for consideration of the resolution providing for the approval and execution of an Easement Agreement between the City of Albany, Georgia and Dougherty County, Georgia relative to that portion of the Flint River Trail System known as the ASU to Downtown Albany Connector. County Attorney Spencer Lee addressed. Attorney Lee said that the document was in order to be approved.

Commissioner Jones moved for approval. Commissioner Newsome seconded the motion. Under discussion, Chairman Cohilas confirmed that this will allow us to start the project. Attorney Lee said that it will allow Procurement to work with Public Works to put the bid out. There being no further discussion, the motion passed unanimously. Resolution 21-013 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL  
AND EXECUTION OF AN EASEMENT AGREEMENT  
BETWEEN THE CITY OF ALBANY, GEORGIA AND  
DOUGHERTY COUNTY, GEORGIA RELATIVE TO THE  
SECTION OF THE FLINT RIVER TRAIL SYSTEM

KNOWN AS THE ASU TO DOWNTOWN ALBANY  
CONNECTOR; REPEALING RESOLUTIONS OR PARTS  
OF RESOLUTIONS IN CONFLICT HEREWITH; AND  
FOR OTHER PURPOSES.

Commissioner Gaines gave kudos to Coach Miller and his team at Westover High School for the local area clean-up. Other volunteers and organizations were recognized; a request for prayers for the citizens in Ukraine was made. She reminded the Board of the Governmental Affairs Committee meeting next week. Commissioner Johnson provided a positive recap from the economic events pertaining to the Snickers Marathon. Chairman Cohilas shared that he is planning health initiatives to attract citizens and encouraged others to participate. He also asked Administration to look at a physical activity race.

The Chairman called for consideration of the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing personnel and then to adjourn.

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

There being no further discussion, the Board entered into Executive Session at 10:30 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

DOUGHERTY COUNTY COMMISSION  
WORK SESSION MEETING MINUTES

DRAFT

March 14, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 14, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:07 am. Present [in the Chamber] were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also participating in the Chamber were Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. County Administrator Michael McCoy participated via the audio-conferencing feature. 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 February 21st Regular Meeting, February 28th Work Session and February 28th Special Called Meeting.

The Chairman recognized Dougherty County Police Chief Kenneth Johnson present to update the Commission with their annual report. Several statistics were shared. Chief Johnson added that the total years of law enforcement experience lost was 309 years with a 100% turnover rate. He verbally recognized Cpl Jercory McCray as the 2021 Officer of the year, Clerk Dispatcher Crystal Reynolds as the 2021 Staff of the year and Cpl Don Eubanks and Ptl Bert Jones as the 2021 Top Gun award; both of these individuals shot a perfect score. He also recognized Ptl David Gadd as the 2021 Traffic Officer of the year. Questions of the Commission were answered and the Chairman asked for an update on the discussion to combine the Gang Unit and ADDU.

The Chairman called for a discussion of a zoning consideration for Muggridge & Wimberly Limited, LLC, owner and Lanier Engineering, Inc., applicant (22-008) request for special approval to operate a Self-Storage Facility in a C-3 (Commercial District). The parcel is a .77-acre vacant lot. The property is located at 2707 Upland Ct. The Planning Commission recommended approval. Angel Gray, Planning Manager, addressed. The Public Hearing and Action are scheduled for March 21, 2022.

The Chairman called for a discussion to purchase one Batwing Mower for Public Works from the Sourcewell Contract servicing dealer Flint Equipment Company (Leesburg, GA) in the amount of \$24,252.36. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Public Works Director Chuck Mathis was present. Mr. Addison said that this is a replacement of existing equipment and requested approval.

The Chairman called for a discussion to purchase one 2022 John Deere 6105E 4x4 Tractor and one 2022 John Deere HX7 Mower for Public Works from the Sourcewell Contract servicing dealer Flint Equipment Company (Leesburg, GA) for a total expenditure of \$76,466.52. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison

addressed. Public Works Director Chuck Mathis was present. Mr. Addison said that these are life cycle replacements and requested approval.

The Chairman called for a discussion to declare the listed vehicles and equipment as surplus and authorize the disposal of or sale of same via an online auction. Assistant County Administrator Scott Addison addressed. Mr. Addison said that this was a standard process.

The Chairman called for a discussion of the proposed board appointments. County Clerk Jawahn Ware addressed.

Department of Family and Children Services- There is one appointment with an unexpired five-year term ending June 30, 2024. There is one new applicant: Barbara Johnson-Clark.

Payroll Development Authority – There is one appointment with an unexpired three-year term ending December 31, 2024. There are four new applicants: Will Davis, Roderick Garner, Jeretha Peters and William Wright.

It was shared that Commissioner Edwards (District 2), Commissioner Gray (District 4) and Commissioner Jones (District 6) will all serve another 4-year term. Commissioner Johnson thanked Public Works for the work done on the holding pond.

There being no further business to discuss the Commission the meeting adjourned at 10:32 a.m.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
COUNTY CLERK



DOUGHERTY COUNTY COMMISSION  
SPECIAL CALLED MEETING MINUTES

DRAFT

March 14, 2022

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on March 14, 2022 immediately after the Work Session. Chairman Christopher Cohilas presided and called the meeting to order at 10:32 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were 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. County Administrator Michael McCoy

The Chairman called for consideration the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing personnel and then to adjourn.

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

There being no further discussion, the Board entered into Executive Session at 10:32 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



**PROCUREMENT RECOMMENDATION**

DATE: March 23, 2022

TITLE: DOCO Pursuit SUVs

DEPARTMENT: DOCO Police

REFERENCE NUMBER: 22-045R

ACCOUNT NUMBER: 321025036.DCPVEHEQUP

OPENING DATE: March 23, 2022

BUDGETED AMOUNT: \$312,000.00

BUYER: Corey Gamble

DEPARTMENT CONTACTS: Jason S. Hager

*Joshua Williams*  
Joshua Williams, Interim Procurement Manager

**RECOMMENDATION:**

Recommend the purchase of six (6) Pursuit Utility Vehicles from Wade Ford of Smyrna, GA, to be utilized by the Dougherty County Police Department for a total expenditure of \$202,006.80.

**BACKGROUND INFORMATION:**

Bid Ref. #22-045R was advertised in the local paper, on the local access channel, and on the Georgia Procurement Registry. Six (6) vendors were directly solicited. The bid opening was March 18, 2022. Three (3) vendors submitted a bid. The apparent lowest and most responsible bidder, Wade Ford of Smyrna, GA, is recommended for award.

Captain Jason S. Hager concurs with this recommendation.

**COUNTY ADMINISTRATOR ACTION:**

APPROVED

DISAPPROVED

HOLD

3/24/22  
DATE

*[Signature]*  
COUNTY ADMINISTRATOR

**List of documents attached:**

Detailed Bid Tabulation





**Scott Addison**  
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

Agenda Item

Date: March 24, 2022  
Meeting Date: March 28, 2022  
Subject/Title: Mobile Radios for DCP  
Presented for: Decision  
Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

DCP is requesting to purchase fifty (50) mobile radios.

History/Facts and Issues

DCP is requesting to purchase fifty (50) mobile radios from the single source vendor Motorola Solutions (Albany, GA) in the amount of \$278,647.81. This quote includes radios, upgraded equipment, installation and programming. This vendor provides radios for local public safety offices.

Recommended Action

Recommend Dougherty County Commission approves the purchase of mobile radios for DCP for a total expenditure of \$278,647.81.

Funding Source

ARPA Funds





**PROCUREMENT RECOMMENDATION**

DATE: March 21, 2022

TITLE: DOCO Ambulances

DEPARTMENT: DOCO EMS -3610

REFERENCE NUMBER: N/A

ACCOUNT NUMBER: SPLOST/361025051

OPENING DATE: N/A

BUDGETED AMOUNT: \$330,000.00

BUYER: Corey Gamble

DEPARTMENT CONTACTS: Sam Allen

*Yvette Fields*  
\_\_\_\_\_  
Yvette Fields, Director

**RECOMMENDATION:**

Recommend the purchase of two (2) 2022 F-350 Cab & Chassis with Ambulance Prep Package and Patient Module from Wade Ford for a total expenditure of \$316,578.00.

**BACKGROUND INFORMATION:**

This purchase will be made from Ford Georgia Statewide Contract #99999-001-SPD0000155. The F-350 trucks, along with the Patient Modules will be purchased from Wade Ford for \$158,289.00 each. The Patient Module will be built to specifications for DOCO EMS by Custom Truck and Body Works. Custom Truck and Body Works supplies the current Patient Modules for the Ambulances. Keeping a standardization across the fleet of Ambulances reduces training time and helps with faster response times. These units will replace one unit that is nine (9) years old and one unit that is ten (10) years old.

**COUNTY ADMINISTRATOR ACTION:**

APPROVED

DISAPPROVED

HOLD

**COMMENTS:**

*3/23/22*  
\_\_\_\_\_  
DATE

*Sam Allen*  
\_\_\_\_\_  
COUNTY ADMINISTRATOR

**List of Documents Attached:**

- Wade Ford Quote
- Custom Works Schematic

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL OF A PROCUREMENT RECOMMENDATION  
FROM PUBLIC WORKS AND EXECUTING A CONTRACT WITH CONTINENTAL FLOORING  
COMPANY (SCOTTSDALE, AZ) FOR CARPET/COVE BASE REPLACEMENT AT THE DOUGHERTY  
COUNTY HEALTH DEPARTMENT FOR A TOTAL EXPENDITURE OF \$326,900; REPEALING  
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia, is hereby desirous of approving a Procurement Recommendation from Public Works and executing a contract with Continental Flooring Company for carpet/cove base replacement at the Dougherty County Health Department for a total expenditure of \$326,900.

**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 attached Procurement Recommendation from Continental Flooring Company (Scottsdale, AZ) for providing carpet/cove base replacement at the Dougherty County Health Department for a total expenditure of \$326,900 is hereby approved and the County Administrator is hereby authorized to execute a Contract and any other documents necessary for full implementation of the Procurement Recommendation.

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

This the 4th day of April, 2022.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_  
County Clerk



**PROCUREMENT RECOMMENDATION**

DATE: March 22, 2022

TITLE: Dougherty County Health Dept. Carpet Project

DEPARTMENT: DOCO Facilities

REFERENCE NUMBER: 22-048

ACCOUNT: SPLOST VII

OPENING DATE: February 22, 2022

BUDGET AMOUNT: \$350,000.00

BUYER: Kimberly M. Allen

DEPARTMENT CONTACTS: Heidi Minnick

*Yvette Fields*  
Yvette Fields, Director

**RECOMMENDATION:**

Recommend contracting with Continental Flooring Company of Scottsdale, Arizona for carpet/cove base replacement of the entire DOCO Health Department located at 1710 South Slappey Blvd. Albany, Ga, for a total expenditure of \$326,900.00.

**BACKGROUND INFORMATION:**

This bid was advertised in the local paper, on the local access channel, Facebook, and the Georgia Procurement Registry. The bid opening was February 22, 2022. Fifteen (15) contractors were directly solicited. Per the direction of the Board the pre-bid was mandatory. Four (4) contractors attended the Prebid; Three (3) submitted a bid.

The contract time for this project is one hundred and twenty (120) business days.

Four (4) references were checked on behalf of Continental Flooring with all references providing positive feedback on the company's previous work.

Continental Flooring has met all the requirements for contract award.

Heidi Minnick, Facilities Director concurs with this recommendation.

**COUNTY ADMINISTRATOR ACTION:**

APPROVED

DISAPPROVED

HOLD

COMMENTS:

*3/23/22*  
DATE

*[Signature]*  
COUNTY ADMINISTRATOR

**List of Documents Attached:**

Bid Tabulation Sheet

**CENTRAL SERVICES**







**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Scott Addison**  
*Assistant County Administrator*

Item 7e.

Agenda Item

Date: March 24, 2022  
Meeting Date: March 28, 2022  
Subject/Title: Air Handler Replacement  
Presented for: Decision  
Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

Dougherty County Facilities Management needs to replace air handler unit #10 for the Dougherty County Health Department.

History/Facts and Issues

Dougherty County Facilities Management needs to replace air handler unit #10 for the Dougherty County Health Department. Four contractors were contacted and three quotes were obtained from RHC HVAC (Albany, GA), Johnson Controls (Leesburg, Ga), Quality Mechanical (Leesburg, Ga), and SafeAire Heating and Cooling (Albany, Ga). The lowest quote being from RHC HVAC in the amount of \$56,955.37.

Recommended Action

Recommend Dougherty County Commission accepts the quote from RHC HVAC to replace air handler #10 at the Dougherty County Health Department for a total expenditure of \$56,955.37.

Funding Source

SPLOST VII Dougherty County Health Department

Quotes meeting specifications

SafeAire Heating & Cooling (Albany, Ga) \$67,945  
RHC HVAC (Albany, Ga) \$56,955.37  
Quality Mechanical (Leesburg, Ga) \$74,514.30  
Johnson Controls (Leesburg, Ga) Not Interested

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL OF A PROCUREMENT RECOMMENDATION  
PROVIDING FOR A CONTRACT WITH CAREATC (TULSA, OKLAHOMA) TO PROVIDE ON-SITE  
MEDICAL SERVICES ON BEHALF OF DOUGHERTY COUNTY HUMAN RESOURCES DEPARTMENT  
FOR A TOTAL EXPENDITURE OF \$492,863.89; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia, is hereby desirous of approving a Procurement Recommendation and executing a contract with CareATC to provide on-site medical services on behalf of Dougherty County Human Resources Department for a total expenditure of \$492,863.89.

**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 attached Procurement Recommendation providing for contracting with CareATC (Tulsa, Oklahoma) for the purpose of providing on-site medical services on behalf of Dougherty County Human Resources Department for a total expenditure of \$492,863.89 is hereby approved and the County Administrator is hereby authorized to execute a Contract for said services with CareATC and any other documents necessary for full implementation of said contract.

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

This the 4th day of April, 2022.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_  
County Clerk



**PROCUREMENT RECOMMENDATION**

DATE: March 23, 2022

TITLE: Dougherty County On-Site Medical Services

DEPARTMENT: DOCO HR

REFERENCE NUMBER: 22-038

ACCOUNT: 6031595.552254

OPENING DATE: December 27, 2021

BUDGET AMOUNT: \$484,000.00

BUYER: Joshua Williams

DEPARTMENT CONTACTS: Dominique Hall

  
Yvette Fields, Director

**RECOMMENDATION:**

Recommend contracting with CareATC of Tulsa, Oklahoma to provide on-site medical services on behalf of DOCO Human Resources Department for a total expenditure of \$492,863.89.

**BACKGROUND INFORMATION:**

Proposal Ref. #22-038 was advertised in the local paper, the city website, and the Georgia Procurement Registry. Nine (9) vendors were solicited with eight (8) submitting proposals. The Proposal Analysis Group consisted of Richard Roberts, EMS, Wendy Vogel, Finance Department, Scott Addison, Asst. County Administrator, Shonna Josey, Tax Department, Ebony Marbury, Wellness Consultant and Domonique Hall/Erica Potts, Human Resources Department. The PAG evaluated the proposals on the criteria of Services Offered Relative to DOCO Needs, Experience & References, Cost of Services, Methodology of Performance Measurement Plan, Resources Available to Respondent, Start-Up Time for Availability, and Overall Responsiveness to RFP Questionnaire. The top three scored firms Everside Health, CareATC, and Marathon Health were interviewed by the PAG. The group concurs that CareATC provided the best proposal in meeting the County's needs. This will be a one (1) year firm price contract with three (3) options to renew for additional one-year terms per GA Law 36-60-13.

References were checked on behalf of CareATC with all references providing positive feedback on the company's previous work. Dominique Hall, DOCO Human Resources Director, concurs with this recommendation.

**COUNTY ADMINISTRATOR ACTION:**

APPROVED

DISAPPROVED

HOLD

**COMMENTS:**

3/23/22  
DATE

  
COUNTY ADMINISTRATOR

**List of Documents Attached:**

Evaluation Tabulation Sheet

**CENTRAL SERVICES**

City of Albany  
Central Services Department  
Procurement Division

Project: On-Site Medical Services  
Ref No.: 22-038

*EVALUATION CRITERIA*  
**Services Offered relative to DO. CO. needs:**

*POINTS ALLOWED*  
**20**

<i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>#5</i>	<i>AVERAGE</i>
Everside Health	20	18	20	20	14	18.40
Premise Health	15	10	10	10	10	11.00
MCR Health	20	10	10	15	15	14.00
One to One Health	20	15	20	20	16	18.20
Phoebe	20	20	10	20	10	16.00
Proactive MD	20	16	17	20	14	17.40
Marathon	20	16	15	20	15	17.20
CareATC	20	20	18	20	20	19.60

*EVALUATION CRITERIA*  
**Experience & References:**

*POINTS ALLOWED*  
**20**

<i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>#5</i>	<i>AVERAGE</i>
Everside Health	20	19	18	20	16	18.60
Premise Health	20	15	15	20	13	16.60
MCR Health	20	16	15	10	15	15.20
One to One Health	15	11	18	9	6	11.80
Phoebe	20	5	20	20	10	15.00
Proactive MD	15	12	17	15	12	14.20
Marathon	15	15	15	15	10	14.00
CareATC	20	18	18	20	18	18.80

*EVALUATION CRITERIA*  
**Cost of Services:**

*POINTS ALLOWED*  
**20**

<i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>#5</i>	<i>AVERAGE</i>
Everside Health	20	20	20	20	20	20.00
Premise Health	18.7	18.7	18.7	18.7	18.7	18.70
MCR Health	10	10	10	10	10	10.00
One to One Health	15	15	15	15	15	15.00
Phoebe	3	3	3	3	3	3.00
Proactive MD	7	7	7	7	7	7.00
Marathon	17	17	17	17	17	17.00
CareATC	9	9	9	9	9	9.00

City of Albany  
Central Services Department  
Procurement Division

Project: On-Site Medical Services  
Ref No.: 22-038

<i>EVALUATION CRITERIA</i>						<i>POINTS ALLOWED</i>
<b>Methodology of performance measurement plan:</b>						<b>15</b>
<b>PROPOSER</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>AVERAGE</b>
Everside Health	15	12	15	15	11	13.60
Premise Health	5	5	10	15	8	8.60
MCR Health	15	13	10	15	7	12.00
One to One Health	15	15	15	15	10	14.00
Phoebe	5	5	15	10	5	8.00
Proactive MD	15	14	13	15	13	14.00
Marathon	15	12	15	15	12	13.80
CareATC	15	14	14	15	14	14.40

<i>EVALUATION CRITERIA</i>						<i>POINTS ALLOWED</i>
<b>Resources available to respondent:</b>						<b>15</b>
<b>PROPOSER</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>AVERAGE</b>
Everside Health	10	14	15	13	11	12.60
Premise Health	10	5	10	15	5	9.00
MCR Health	10	12	10	15	5	10.40
One to One Health	15	8	15	10	10	11.60
Phoebe	10	13	15	10	5	10.60
Proactive MD	10	12	13	15	12	12.40
Marathon	15	12	10	15	12	12.80
CareATC	15	14	14	15	14	14.40

<i>EVALUATION CRITERIA</i>						<i>POINTS ALLOWED</i>
<b>Start-up time for availability of service:</b>						<b>5</b>
<b>PROPOSER</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>AVERAGE</b>
Everside Health	5	5	4	5	5	4.80
Premise Health	5	5	5	5	5	5.00
MCR Health	4	3	4	5	5	4.20
One to One Health	4	5	4	5	5	4.60
Phoebe	3	2	4	5	3	3.40
Proactive MD	5	5	4	5	5	4.80
Marathon	4	1	3	4	5	3.40
CareATC	2	3	4	5	5	3.80

City of Albany  
Central Services Department  
Procurement Division

Project: On-Site Medical Services  
Ref No.: 22-038

*EVALUATION CRITERIA*

*POINTS ALLOWED*

**Overall responsiveness to questionnaire:**

**5**

<b>PROPOSER</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>AVERAGE</b>
Everside Health	5	5	5	5	5	5.00
Premise Health	5	5	4	5	5	4.80
MCR Health	3	1	1	4	5	2.80
One to One Health	5	5	5	5	5	5.00
Phoebe	5	2	3	3	2	3.00
Proactive MD	5	5	4	5	5	4.80
Marathon	5	5	4	5	5	4.80
CareATC	5	5	5	5	5	5.00

**TOTALS:**

Everside Health	93
CareATC	85
Marathon	83
One to One Health	80.2
Proactive MD	74.6
Premise Health	73.7
MCR Health	68.6
Phoebe	59

**EVALUATORS:**

Richard Roberts - EMS  
Wendy Vogel - Finance Dept.  
Scott Addison - Asst. County Administrator  
Shonna Josey - Tax Dept.  
Erica Potts/Dominique Hall - HR

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND DCJ GLOBAL MANAGEMENT SOLUTIONS, LLC PROVIDING FOR DOUGHERTY COUNTY JUDICIAL GRANT MANGEMENT AND ADMINISTRATIVE SUPPORT RELATIVE TO A JUDICIAL GRANT FUND AWARD THROUGH THE JUDICIAL COUNCIL OF GEORGIA; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is desirous of executing a Professional Services Agreement between Dougherty County and DCJ Global Management Solutions, LLC providing for Dougherty County Judicial Grant Management and Administrative Support relative to a Judicial Grant Fund Award through the Judicial Council of Georgia.

**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 attached Professional Services Agreement between Dougherty County, Georgia and DCJ Global Management Solutions, LLC providing for Dougherty County Judicial Grant Management and Administrative Support relative to a Judicial Grant Fund Award through the Judicial Council of Georgia is hereby approved and the County Administrator is hereby authorized to execute same. The County Administrator is hereby authorized to execute any and all other documents necessary for full implementation of the Professional Services Agreement.

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

This the 4th day of April, 2022.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_  
County Clerk

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), dated this 31<sup>st</sup> day of March 2022 ("Effective Date"), and entered into by and between Dougherty County, a political and legal subdivision of the State of Georgia (hereinafter referred to as "County") and DCJ Global Management Solutions, LLC, (hereinafter referred to as "DCJ"), authorized to conduct business in the State of Georgia, whose principal place of business is located at 3588 Hwy 138 SE, Stockbridge, Georgia. DCJ and County collectively referred to herein as the "Party" or "Parties" as the context may require.

### WITNESSETH:

**WHEREAS**, the County is in need of Grant Administrator Services on an as-needed basis; and

**WHEREAS**, the County issued a Request for Proposal Reference 22-049 for Consultant Services – Judicial Grant Management and Administration ("RFP") and requested Proposals from qualified DCJs to provide the required services; and

**WHEREAS**, DCJ responded to the RFP and represented that it is qualified, possesses the necessary expertise, knowledge, and skills necessary to provide the requested Grant Administrator Services; and

**WHEREAS**, the County desires to enter into an Agreement with DCJ to provide judicial grant management and administrative support pursuant to an in accordance with the terms and conditions herein;

**NOW, THEREFORE**, the County and DCJ in consideration of the promises and the mutual covenants contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 TERM

- 1.1 The services to be performed under this Agreement shall commence on the effective date of the Agreement and terminate absolutely and without further obligation on the part of the County on December 31<sup>st</sup> of the year in which it was executed and on December 31<sup>st</sup> of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended unless terminated earlier in accordance with the termination provisions of this Agreement. If needed, the Agreement will be extended ninety (90) days or for such period beyond the Agreement expiration date as it may be necessary to afford the County a continuous supply of the item(s) or services.
- 1.2 This Agreement may be renewed for successive one (1) year terms. Upon executing its option to renew, the County will notify DCJ of such renewal, at which time DCJ shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by DCJ that its initial execution of this Agreement is deemed its Agreement to continue to provide Services during any renewal term.
- 1.3 Except as provided herein, this Agreement may only be amended, and the terms hereof may only be waived, by a written agreement between the Parties; provided, that DCJ may upon written notice to County alter or amend this Agreement to the extent such alteration or amendment is required for DCJ to comply with (or not breach) the terms or contract to which DCJ is a party. The waiver by any Party of a breach of any provision herein shall not operate or be construed as a waiver of any subsequent breach.



**ARTICLE 2**  
**SCOPE OF SERVICES**

- 2.1** Subject to County's compliance with this Agreement, County will be granted limited, revocable, non-exclusive, administrative and management support for County's Judicial Grant Funds awarded through the Judicial Council of Georgia. County shall at all times provide and maintain, whether directly or through a third-party service, all information technology infrastructure and data necessary to enable DCJ to perform its agreed-upon services for the duration of this contract.
- 2.2** During the term of this Agreement, DCJ shall provide Judicial Grant Management and Administrative support for County Monday – Friday 9:00 am – 5:00 pm EST. Excluded days will align with DCJ's standard holiday schedule.
- 2.3** DCJ's services shall consist of the Scope of Services as included in the RFP and its Addendums (attachment A) in conjunction with the following (hereinafter collectively referred to as the "**Services**").
- i. Ensures grant deliverables implementation and compliance in accordance with grant award and federal regulations and guidelines.
  - ii. Ensures compliance with Federal regulations and guidelines, financial requirements; collaborates with County departments to ensure compliance and proper accounting of external and internal grant deliverables.
  - iii. Supports grant post-award administration and management, including modifications, payments, funding analysis, deliverables tracking, and reporting requirements.
  - iv. Researches and audits and analyzes accounting and technical transactions to resolve questions and validate data; verifies fiscal accountability and fund integrity for transactions.
  - v. Ensures the accuracy, timeliness, and quality of grant reports; assists in the preparation of the Schedule of federal reporting requirements.
  - vi. Performs professional-level accounting, finance, and budget functions and statistical analysis; serves as a technical resource to County Finance staff on a variety of budgeting, accounting, and analytical issues.
  - vii. Monitors grant performance and documentation for accuracy and compliance with Federal, state, and local policies and practices.
  - viii. Responds to grant inquiries from County departments and employees, outside agencies, and the general public; provides requested information and/or directs inquiries to appropriate personnel.

**ARTICLE 3**  
**COMPENSATION, INVOICING, AND PAYMENTS**

- 3.1 Compensation.** In consideration for the Services, County shall pay to DCJ an amount not to exceed \$157,500.00 ("Fees") of the grant funds awarded to the County. County shall pay Fees within 30 days of receipt of a properly itemized invoice from DCJ. Services are to be invoiced monthly, with sufficient detail to support payment in accordance with federal guidelines.
- 3.2 Invoicing**
- 3.2.1** Invoices will be submitted not less than monthly to  
[KCollier@dougherty.ga.us](mailto:KCollier@dougherty.ga.us)
- 3.2.2** Invoices shall be based upon actual services rendered, actual work performance, and/or products delivered in conjunction with the services.

**3.2.3** DCJ's prices shall include any and all travel expenses to the County.

**3.2.4** The following information must appear on all invoices submitted:

- i. Name and complete contact information for DCJ;
- ii. A detailed breakdown of all charges and services provided.
- iii. The Proposal Number;
- iv. Statement from DCJ that all invoices reflect a true and correct representation of the work completed for the billing period. The statement shall be signed by an authorized representative of DCJ.

### **3.3 Payments**

Payment shall be tendered to DCJ within 30 days after receipt of a valid invoice and acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the Agreement by completed services; completion of services ordered, verification of completion of work; assurance that the work is completed as specified.

**3.4 County's Tax Exemption:** The County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services. Exemption certificates will be furnished to DCJ upon request.

**3.5** DCJ's prices shall include any and all travel expenses to the County.

## **ARTICLE 4**

### **WARRANTIES AND AGREEMENT PERFORMANCE**

**4.1** DCJ shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Scope of Services as defined above. DCJ shall bear all costs of correcting such services.

**4.2** DCJ warrants that all Grant Administrator Services shall be of the quality required by the County.

**4.3** All services performed shall comply with any applicable federal, state, or local laws, rules or regulations governing these types of services.

**4.4 Representations of DCJ.** DCJ represents and warrants to the County that:

**4.4.1** DCJ is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Georgia; is qualified to transact business in the State of Georgia, and has the full and complete right, power and authority to enter into this Agreement and shall perform DCJ's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and

**4.4.2** DCJ has obtained or will obtain all necessary licenses and permits that are required for DCJ to provide the Grant Administrator Services pursuant to this Agreement.

**4.5** DCJ warrants to the County that:

**4.5.1** It possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and DCJ will use its reasonable efforts to ensure that the services provided under this Agreement will be provided and delivered in accordance with industry standards; and

- 4.5.2** DCJ is fully experienced and properly qualified to provide Grant Administrator Services requested; and that it is properly equipped, organized and financed to provide such services, and
- 4.5.3** Following the date of acceptance of this Agreement, all Grant Administrator Services provided by DCJ to the County will conform to the representations contained in this Agreement.
- 4.6** DCJ is responsible to the County for acts and omissions of its employees, sub-contractors and agents.
- 4.7** Sufficient Staffing and supplies. DCJ shall maintain properly trained staff and personnel to provide the requested Grant Administrator Services in a skilled and satisfactory manner so as not to delay the completion of the same. The Provider covenants with the County to utilize its best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials so as to provide the required Grant Administrator Services in the best way and most expeditious and economical manner consistent with the interest of the County.
- 4.8** Neither payment nor any provision in this Agreement shall relieve DCJ of responsibility for Grant Administrator Services not in accordance with this Agreement and it shall remedy the same. The County shall give notice of defects or omissions with reasonable promptness. DCJ shall within ten (10) days and without expense to the County, correct, remedy, or supply the omitted services. If DCJ does not make good the deficiency or correct any deficiencies within the time designated in a notice from the County, the County may consider the failure to be an event of default and may terminate this Agreement.
- 4.9** The County reserves the right to enforce DCJ's delivery of services provided in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of Agreement. It will be understood that time is of the essence in DCJ's performance and delivery of services.

**ARTICLE 5**  
**INSURANCE REQUIREMENTS**

- 5.1** DCJ shall comply with all bonding and insurance requirements set forth in Insurance Requirements, attached hereto and incorporated herein by reference.

**ARTICLE 6**  
**INDEPENDENT CONTRACTOR**

- 6.1** In conducting its business hereunder, DCJ shall act as an Independent Contractor and not as an employee or agent of the County. The selection, retention, assignment, direction, and payment of DCJ's employees shall be the sole responsibility of DCJ.

**ARTICLE 7**  
**CONTROLLING LAW AND VENUE**

- 7.1** The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

**ARTICLE 8**  
**ASSIGNMENT**

- 8.1** Except as other provided herein, this Agreement shall not be sold, assigned or transferred by DCJ by process or operation of law or in any other manner whatsoever, including intra- corporate transfers or reorganizations between or among a subsidiary of DCJ, or with a business entity which is merged or consolidated with DCJ or which purchases a majority or controlling interest in the ownership or assets of DCJ without the prior written consent of the County.
- 8.2** DCJ may subcontract to an Affiliate or a third-party work to be performed under this Agreement or otherwise assign the rights and obligations hereunder to such Affiliate, but will remain financially responsible for the performance of such obligations.

**ARTICLE 9**  
**NON-DISCRIMINATION**

- 9.1** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

**ARTICLE 10**  
**DEFAULT AND TERMINATION**

- 10.1 Termination for Convenience:** This contract may be terminated in whole or in part by Dougherty County with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to Dougherty County setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Dougherty County determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, Dougherty County may terminate the contract in its entirety. This Agreement shall be subject to termination by the County at any time if in its opinion DCJ is in default or if any one or more of the following events occurs:
- 10.2 Termination for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the County may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The County may, at its discretion, provide the contractor an opportunity to cure the default, if curable, before termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the contractor shall remain liable for the performance of all terms, conditions, and obligations through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

**10.3** The default by DCJ in the performance of any of the terms, covenants, or conditions of the Agreement, and the failure of DCJ to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction. The County shall provide DCJ with notice of any conditions that violate or endanger the performance of the Agreement. If, after such notice, DCJ fails to remedy such conditions within ten (10) days, or such other term outlined in such notice, to the satisfaction of the County, the County may exercise its option in writing to terminate the Agreement without further notice to DCJ and order DCJ to stop work immediately with no additional expense to the County;

**10.3.1** DCJ files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of DCJ and such receivership is not vacated within thirty (30) days after the appointment of such receiver;

**10.3.2** DCJ's failure to provide the services according to the approved specifications;

**10.3.3** DCJ's failure to keep, perform, or observe any other term or condition of the Agreement shall default to Termination for Convenience;

**10.3.4** DCJ's performance of the Agreement is unreasonably delayed; and

**10.3.5** Should DCJ fail to provide the services when requested, and in accordance with the Specifications and any other requirements contained herein, the County reserves the right to purchase the services covered by this Agreement elsewhere if available from an alternate source.

**10.4** If funding for this Agreement is terminated, County will not be obligated to continue purchasing the services contained in this Agreement and shall provide written notice to DCJ. County may terminate this Agreement without any liability to DCJ except for payment for services provided before termination.

**ARTICLE 11**  
**NOTICE**

**11.1** Any notice under this Agreement shall be in writing to the other Party at such address or email address as listed below for the receipt of such notice and shall be deemed to be received on (i) with respect to hardcopy mail, the earlier of the date actually received at such address, or on the fourth day after the postmark if such notice is mailed first-class postage prepaid, or (ii) with respect to e-mail, the date such notice is sent to the other Party's designated address.:

**Dougherty County Superior Court** or [KCollier@dougherty.ga.us](mailto:KCollier@dougherty.ga.us)  
Attn: Judge Willie Lockette  
P.O. Box 1827  
Albany, GA 31707

**DCJ Global Management Solutions, LLC** or [dawnj.dcsolution@att.net](mailto:dawnj.dcsolution@att.net)  
Attn: Dawn Johnson  
3588 Hwy 138 SE  
Stockbridge, GA 30281

**11.2** Future changes in address shall be effective upon written notice being given by DCJ to the County or by the County to DCJ's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**ARTICLE 12**  
**FEDERAL WORK AUTHORIZATION**

- 12.1** Pursuant to O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the County cannot enter an Agreement for the physical performance of services unless DCJ and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 12.2** DCJ certifies that it has complied and will continue to comply with O.C.G.A. §12-10- 91 and Georgia Department of Labor Rule 300-10-1-.02.
- 12.3** DCJ agrees to sign an affidavit evidencing its compliance with O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 12.4** DCJ agrees that in the event that it employs or Agreements with any Subcontractor(s) in connection with this Agreement, DCJ will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §12-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

**ARTICLE 13**  
**CORPORATE AUTHORITY**

- 13.1** The officials of DCJ executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of DCJ. DCJ has all requisite power and authority to enter into and perform its obligations under this Agreement. The execution and delivery by DCJ of this Agreement and the compliance by DCJ with all of the provisions of this Agreement;
- 13.2** Is within the purposes, powers, and authority of DCJ;
- 13.3** Has been done in full compliance with applicable law and has been approved by the governing body of DCJ and is legal and will not conflict with or constitute on the part of DCJ a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, Agreement, or other agreement or instrument to which DCJ is a party or by which DCJ is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over DCJ; and
- 13.4** Has been duly authorized by all necessary action on the part of DCJ. This Agreement is a valid, legal, binding and enforceable obligation of DCJ.

**ARTICLE 14**  
**INDEMNIFICATION**

DCJ shall indemnify and hold the County, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, agents, successors, and permitted assigns, harmless from any losses, liabilities, damages, demands, and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest, and penalties) arising from claims or actions based upon:

- 14.1** DCJ's or DCJ's Personnel's performance, non-performance, or breach of this Agreement;

- 14.2** Compensation or benefits of any kind, by or on behalf of DCJ's Personnel, or any subcontractor, claiming an employment or other relationship with DCJ or such subcontractor (or claiming that this Agreement creates an inherent, statutory, or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such DCJ Personnel or subcontractor);
- 14.3** Any actual, alleged, threatened, or potential violation of any applicable laws by DCJ or DCJ's Personnel, to the extent, such claim is based on the act or omission of DCJ or DCJ's Personnel, excluding acts or omissions by or at the direction of County;
- 14.4** Death of or injury to any individual caused, in whole or in part, by the tortious conduct of DCJ or any Person acting for, in the name of, at the direction or supervision of or on behalf of DCJ; and
- 14.5** Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of DCJ or any Person acting for, in the name of, at the direction or supervision of, or on behalf of DCJ.
- 14.6** This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances, and regulations in effect during the term of this Agreement and continue for a period of 3 years after termination thereof.
- 14.7** DCJ shall protect County from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of DCJ.
- 14.8** This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree.
- 14.9** DCJ shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 14.10** DCJ shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of County, its departments, all elected and appointed officials, to include, but not limited to, its Commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

- 15.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.
- 15.2 Amendments.** County and DCJ hereby agree, no modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing, conforms to County's policies and procedures governing change orders, and is signed by County's and DCJ's duly authorized representatives in the same manner as this Agreement is executed.
- 15.3 Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**15.4 Headings.** The headings used in this Agreement are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Agreement.

**15.5 Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**15.6 Waiver.** The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**15.7 Hours of Operation.** The County is open for business Monday through Friday, 8:00 A.M. to 5:00 P.M. excluding County holidays, closings due to inclement weather, and such other times as determined by the County Administrator or the County Board of Commission.

**IN WITNESS WHEREOF,** and intending to be legally bound, the Parties have executed this Professional Services Agreement on the date first written above.

DOUGHERTY COUNTY, GEORGIA

DCJ Global Management Solutions, LLC



\_\_\_\_\_  
*Signature of Authorized Agent*

*Signature of Authorized Agent*

The Honorable Judge Willie Lockette

\_\_\_\_\_  
*Name*

*Name*

Chief Judge, Dougherty County Superior Court

\_\_\_\_\_  
*Title*

*Title*

**SUBSCRIBED AND SWORN BEFORE ME ON**  
this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*(Signature of notary public)* Notary Public, State of Georgia

Michael McCoy

State of Georgia County of \_\_\_\_\_

*Name*

My commission expires: \_\_\_\_\_

County Administrator, Dougherty County, GA

\_\_\_\_\_  
*(Stamp/Seal)*

*Title*



**RESOLUTION TO ADOPT  
AMENDED AND RESTATED  
ACCG 401(a) DEFINED CONTRIBUTION PLAN  
FOR DOUGHERTY COUNTY EMPLOYEES**

**WHEREAS**, Dougherty County, Georgia (the “Employer”) has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Dougherty County Employees (the “Plan”) through an Adoption Agreement;

**WHEREAS**, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the “DC Board”) pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the “Master Trust”), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

**WHEREAS**, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the “2020 IRS Pre-Approved Plan Documents”); and

**WHEREAS**, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

**NOW THEREFORE**, at a meeting held on the 4<sup>th</sup> day of April, 2022, the Dougherty County Board of Commissioners hereby resolves as follows:

**RESOLVED** that the Dougherty County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Dougherty County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

**FURTHER RESOLVED** that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair, Dougherty County Board of Commissioners

Date: April 4, 2022

Attest:

By: \_\_\_\_\_  
County Clerk

**SUMMARY OF DEFAULT ELECTIONS**  
**IN RESTATED ACCG DC PLAN**  
**ADOPTION AGREEMENT**

1. **Section 3.06 Election Not to Participate** – The new Adoption Agreement includes an election to allow Eligible Employees to opt out of participating in the Plan. The default election is not to allow Eligible Employees to opt out of participating in the Plan (i.e., participation is automatic for employees who satisfy the eligibility requirements), unless your jurisdiction’s practice has been to allow Eligible Employees to make an election whether to participate. Please contact ACCG before signing the Adoption Agreement if you wish to change the election shown in Section 3.06.
2. **Section 6.04 In-Service Withdrawals** – The new Adoption Agreement includes an election to permit in-service withdrawals from the Plan. The default election is to permit in-service withdrawals only for Rollover Accounts and Active Military Distributions (i.e., no other withdrawals permitted until Severance from Employment). If other in-service withdrawals are to be permitted, the Employer must specify the conditions for such withdrawal in the Adoption Agreement. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
3. **Section 7.01 Death Benefits** – The new Adoption Agreement includes an election with respect to death benefit payment forms. The default election is to allow death benefits to be paid in any form permitted under the Plan for Participants. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
4. **Section 8.05 Participant Consent to Distributions** – The new Adoption Agreement includes an election to require cash-out of small accounts without the consent of the Participant or Beneficiary. The default election is not to mandate cash-outs of small accounts without the consent of the Participant or Beneficiary. If the Employer elects to require small account cash-outs without consent, the Employer must also elect the small account cash-out limit in Section 8.05 of the Adoption Agreement.