

# SPECIAL CALLED MEETING

June 28, 2021 10:00 AM

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

# AGENDA

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

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

- 1. Call the meeting to order by Chairman Christopher Cohilas.
- 2. Roll Call.
- 3. Minutes.
  - a. Consider for action the Minutes of the June 7th Regular Meeting and June 14th Work Session. **ACTION:**
- 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).
  - a. William Wright, dba Afram-Tech, Inc present to discuss building capacity and provide an update on the SBA-PPP program.
- 5. Purchases.
  - a. Consider for action the purchase of one (1) 2022 Ford F-350 Animal Control Vehicle with animal transport box and emergency equipment for the Dougherty County Police Department from the "piggy-back" from the Gwinnett County contract with Wade Ford (Smyrna, GA), in the amount of \$52,073.47. This purchase will replace the wrecked animal control truck. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison will address. Chief Kenneth Johnson and City of Albany Procurement Manager Mike Trotter are present. **ACTION:**

- b. Consider for action the Resolution providing for the acceptance and execution of the contract for Phase II Alley Improvements for Public Works from the lowest responsive and responsible bidder meeting specifications, Jim Boyd Construction (Albany, GA) in the amount of \$1,192,037.90 subjection to the execution of the contract by the County Administrator. The project will provide grading and paving of five alleys in the unincorporated areas of the County. Four vendors submitted bids with the highest being \$1,975,236.42. Funding is budgeted in T-SPLOST. Assistant County Administrator Scott Addison will address. Assistant Public Works Director Chuck Mathis, Project Engineer Jeremy Brown and City of Albany Procurement Manager Mike Trotter are present. ACTION:
- <u>c.</u> Consider for action the purchase of the ExecuTime time keeping software for Dougherty County from the sole source vendor, Tyler Technologies (Plano, TX) in the initial amount of \$97,685. Tyler Tech is the current vendor for the county's enterprise resource planning (ERP) software system. The software will interface with the current platform to perform time keeping functions. The recurring annual fee is \$43,342. Funding is budgeted in SPLOST VI. Assistant County Administrator Scott Addison will address. Finance Director Martha Hendley is present. ACTION:
- 6. Additional Business.
  - a. Consider for action the recommendation from the Superior Court to accept the FY 2022 accountability court funding program sub-grant from the Criminal Justice Coordinating Council agency in the amount of \$278,000. The Commission approved the application in the March 15, 2021 Regular Meeting. **ACTION:**
  - b. Consider for action the recommendation from Superior Court to apply for a grant from the Criminal Justice Coordinating Council in the amount of \$468,107. The grant will provide case management services, housing, drug testing, medication, general business expenses and fund the salary for three full time employees. There is a local match of \$9,033 and funding will be provided from the DATE fund. Substance Abuse Coordinator Patricia Griffin is present to address. ACTION:
  - c. Consider for approval the Resolution providing for the execution of the Professional Service Agreement from The Arc of Southwest Georgia for case management services and additional program support. The agreement is a new requirement of the granting agency. Substance Abuse Coordinator Patricia Griffin is present to address. **ACTION:**
  - d. Consider for action the recommendation from the Finance Committee to deny the Coroner's request for additional compensation (\$15,000 salary increase). **ACTION:**
  - e. Consider for action the recommendation from the Finance Committee to deny the payment of \$75 per morgue trip for Deputy Coroners and the Coroner. **ACTION:**
  - <u>f.</u> Consider for action the Resolution authorizing the Intergovernmental Agreement with the City of Albany for the 2021 Byrne Justice Assistance Grant (JAG) Program in the amount of \$16,761. The Agreement stipulates that the County will receive 20% of the total award (\$83,805). Assistant County Administrator Scott Addison will address. Finance Director Martha Hendley is present. **ACTION:**
  - g. Consider for action the addition of Juneteeth as a paid holiday. County Administrator Michael McCoy will address. HR Director Dominique Hall is present. **ACTION:**

- Consider for action the proposed FY 2021-22 Budget in the amount of \$73,709,583. County Administrator Michael McCoy and Finance Director Martha Hendley will address. ACTION:
- i. Consider for approval the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing personnel and potential and pending litigation and then to adjourn. **ACTION:**
- 7. Updates from the County Administrator.
  - **a. REMINDER** In observance of the Independence Day Holiday, there will not be a scheduled meeting held on Monday, July 5, 2021. The next meeting will be on July 12, 2021 in Room 100.
- 8. Updates from the County Attorney.
- 9. Updates from the County Commission.

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

# DOUGHERTY COUNTY COMMISSION

DRAFT

# **REGULAR MEETING MINUTES**

## June 7, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on June 7, 2021. Chairman Christopher Cohilas presided. Commissioners present were 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 and via live streaming of the meeting on the County's Facebook page and the government public access channel. County Administrator Michael McCoy was absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the May 10th Work Session minutes.

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

The Chairman recognized the review of the Group Health Plan and its impact on the FY22 Budget. Health Plan Consultant Tammi Starkey addressed. Ms. Starkey mentioned that this FY high-cost claims were 54% and is considered an anomaly. COVID trends and the plan year 2021 cost stabilization action plan were reviewed. She stated that 59% of the population is participating in the wellness program. The FY 22 projected cost is \$7,893,114 with the Dougherty County net cost being \$6,786,580.

The Chairman recognized Henry Thomas, CEO of the Georgia Music Association to update the Commission on the upcoming event in the community. He initially presented the Call to Unity Campaign when Mayor Hubbard was in office.

The Chairman called for consideration of the installation of a new HVAC System as part of the SPLOST Renovation Project for the Facilities Management Department from Safe Aire Heating and Cooling (Albany, GA) in the amount of \$47,132. Funding is budgeted in SPLOST VI and VII.

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

The Chairman called for consideration of the resolution declaring the listed equipment as surplus and authorize the disposal of same. This is the first listing of furniture and equipment damaged by water in the Judicial Building.

Commissioner Johnson moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously. Resolution 21-030 is entitled:

# A RESOLUTION ENTITLED A RESOLUTION DECLARING AS SURPLUS THE ATTACHED LIST OF EQUIPMENT PROVIDING FOR DISPOSAL OF SAME REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution declaring a 2014 Ford F250 (from the Dougherty County Police Department) as surplus and authorize the sale through Underwriters Safety & Claims.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-031 is entitled:

# A RESOLUTION ENTITLED A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2014 FORD F250 (VIN NO. 1FTBF2A69EEA35071) AND HAVE SAID SURPLUSED SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD-PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the recommendation from the Finance Committee to amend the Coroner's FY 21 budget by \$24,475. The amended budget will increase to \$236,006 from \$211,531.

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

The Chairman called for consideration of the recommendation from the Finance Committee to fund the Albany State Youth Enrichment Program (ASYEP) in the amount of \$5,000. Funding will be provided from the DATE fund. Commissioner Johnson stated that this was another opportunity to help the youth.

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

The Chairman called for consideration of the resolution providing for the acceptance and execution of the proposed Management, Operations and Maintenance Agreement for the Government Center between Dougherty County and the City of Albany. County Attorney Spencer Lee addressed. Attorney Lee stated that the City of Albany has already passed a resolution.

Commissioner Newsome moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 21-032 is entitled:

# A RESOLUTION

# ENTITLED

# A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT FOR THE GOVERNMENT CENTER BETWEEN DOUGHERTY COUNTY, GEORGIA AND THE CITY OF ALBANY; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the Dougherty County Board of Commissioners acceptance of the Terms and Conditions and the County's allocation of \$17,084,422 for the American Rescue Plan State and Local Recovery Fund from the U.S. Treasury which was signed by Finance Director Martha Hendley on May 10, 2021. Guidance related to the ARP funds was provided by ACCG. Assistant County Administrator Scott Addison addressed. ACCG suggested that the acceptance of the money be ratified for documentation purposes even though it is not required by the Treasury. Commissioner Gaines asked how the money would be sent. Mr. Addison shared that the action plan is being developed and will be presented to the Commission for approval. He added that money will need to be allocated by the end of 2024 with spending by 2026 and staff are working to understand the guidelines.

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

The Chairman called for consideration to approve the County's Disaster Recovery Fund Budget for Fiscal Year 2020 in the amount of \$1,020,000. Funding is provided by State and Federal Grants. Assistant County Administrator Scott Addison and Finance Director Martha Hendley addressed. Initially, it was not known what to initially budget and these are the final fund numbers.

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

The Chairman called for consideration of the presentation of the General Fund Budget Projections. Financial Advisor Ed Wall addressed. Mr. Wall reviewed the budget assumptions about the revenues and expenses that were provided to the Board. He reminded the Board that when there was a property tax increase it was anticipated that it would last 5 years. He was pleased that the County is doing well especially considering that the County did not know what to budget due to the COVID pandemic. The FY 22 budget is very similar to FY 21. He commended the Board for having a fund balance. The County does not have a policy on what the fund balance should be but historically, it has been at 3 to 6 months. He would not like for the County to be less than 2 months. If we are, then we would have to significantly decrease the budget or increase taxes. The Chairman shared that they [the Board] will have to move forward irrespective of ARP funds being used for fixed costs or not; [if needed] amendments can be done during the year. Commissioner Edwards asked about

the recommendation that was presented in the retreat specifically for employees. Mr. Wall shared that compensation is a priority but during the pandemic, it could not be presented with a tax increase. Mr. Wall mentioned that it would not be best to present an increase in a pandemic and suggested possibly doing so in 2023 or 2024.

The Chairman called for consideration of the discussion of the Fiscal Year 2022 Budget Request by Coroner Michael Fowler. The Coroner reviewed specific line items for FY 22 to proactively prevent future requests for funding. Mr. Addison did clarify that the Finance Committee did recommend a budget decrease but the committee does not receive specific [department] line item requests.

The Chairman called for consideration of the presentation and review of the proposed FY 2022 Budget as recommended by the Finance Committee. Finance Committee Chairman Ed Newsome, Assistant County Administrator Scott Addison, and Finance Director Martha Hendley addressed. The introduction of the Finance Committee members was provided by the Finance Committee Chairman Ed Newsome and he thanked all that were involved. The recommendation for FY 22 is \$73,036,163 which is 3.0 % over last year. Mr. Addison shared that the department managers only presented increases when absolutely needed and noted that the Coroner's amendment presentation was not included. If the increase for the health changes were removed, then we would be within 1.4% of the CPI changes; allowing staff to present a flat budget.

Commissioners Johnson and Gray gave kudos to Commissioner Newsome for chairing the Finance Committee. Commissioner Gray also commended Public Works for a very good fishing rodeo and encouraged people to see the Radium Springs area.

There being no further business to come before the Commission, the meeting adjourned at 12:02 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

# DOUGHERTY COUNTY COMMISSION

# DRAFT

## WORK SESSION MEETING MINUTES

### June 14, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on June 14, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome. Also present 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 May 17<sup>th</sup> Regular Meeting and May 24<sup>th</sup> Work Session.

The Chairman opened the Public Hearing on the proposed FY 2021-22 Budgets. There being no one present to speak in favor or opposition to the budget to the topic the Chairman closed the public hearing.

The Chairman recognized EDC President Jana Dyke with the Albany-Dougherty Economic Development Commission (EDC), to update the Commission with the Quarterly Report. Mrs. Dyke introduced her assistant, Shannon Smith and said that she is available as an additional resource. Mrs. Dkye discussed updates and informed the board of her upcoming 6-month [employment] mark. She highlighted individuals involved in the meetings that were not typical stakeholders. She introduced plans for a new website and creation of policy, procedures, and succession plans. Site evaluations for the best marketing procedures and specific job fair initiatives will be conducted. She announced that Pretoria Fields was named the "Rockstar Business of the Year." She mentioned that the EDC reached their capacity and will be requesting additional staff and funding because the business community has not been able to fund their share. As a result of the funding shortage, all planned services have not been provided. Commissioner Johnson shared that the Finance Committee will be considering the funding request that is similar to the ask of the City of Albany. Mrs. Dyke shared that staff will still be working with the business community inhouse.

The Chairman recognized citizen Cheryl Laughlin to discuss concerns regarding the County's ordinance on solar panels. Mrs. Laughlin shared that Paul Forgey encouraged her and her husband to address the Commission about the solar panels. Mr. Forgey shared that the County had adopted the same ordinance as the city which included a provision for aesthetic purposes. However, the city has now revised its ordinance. The Chairman asked for consensus for a change to have a

congruent policy with the city and no one opposed the change. Commissioner Gray did share that with technology changes, the county would need to consider any downstream effects. Mr. Forgey outlined the process on how to update the ordinance.

The Chairman recognized representatives from Conseedco, Inc. and Afram-Tech Inc to discuss the lack of diversity, inclusion, or fair opportunities in procurement processes and needed opportunities for local small/minority disenfranchised firms. Due to technical issues, the presentation will be rescheduled.

The Chairman called for a discussion of the recommendation to accept the bid for the Dougherty County Health Department Paint Project from the lowest responsive and responsible bidder meeting requirements of the bid, Affordable Painting and Remodeling (Leesburg, GA) in the amount of \$190,000. Three vendors submitted bids with only two meeting requirements with the highest bid being \$224,106. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick and City of Albany Buyer Kimberly Allen were present. Per the inquiry of Commissioner Johnson, Mr. Addison addressed concerns about the change of specifications in the bid and a vendor compliant. Mrs. Minnick addressed the need for references and stated that specifications were changed based upon the Health Department's request. Commissioner Gray, who is a member of the subcommittee, confirmed that the Health Department Board and Director requested changes. Commissioner Edwards asked that Facilities Management start implementing mandatory pre bid conferences. Buyer Kimberly Allen confirmed that the apparent lower bidder was in attendance at the conference and Mrs. Minnick confirmed that the requirement for references was in the first paragraph of the specifications.

The Chairman called for a discussion of the recommendation to accept the bid to seal coat the parking lot at the Jail from the lowest responsive and responsible bidder meeting specifications, The Surface Masters, Inc. (Marietta, GA) in the amount of \$54,875. Two vendors submitted bids with the highest bid being \$150,000. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Chief Jailer John Ostrander and City of Albany Buyer Kimberly Allen were present.

The Chairman called for a discussion of the recommendation to accept the change order to perform exterior wall and hardscape restoration for the Judicial and Government Buildings with the current vendor Waterproofing Contractors, Inc. (Norcross, GA) in the amount of \$123,647. Funding is available in SPLOST VII- Judicial Building Improvements and Government Center Improvements. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick and Consultant Jody Usry were present. Mr. Addison clarified that the project is coming in under budget even with the change. Chairman Cohilas asked that energy efficiency or a new judicial building be considered in SPLOST VIII.

The Chairman called for a discussion of speed display sign options for the Dougherty County Police Department. The recommended signs will be used to reduce speeding in the unincorporated area of the county. Assistant Chief Tateshea Irving addressed. Ms. Irving mentioned that the purpose of the tool is not to replace officers but could be used as speed deterrents and to assist with crimes. The new cost is \$39,228 and may increase after July 1<sup>st</sup>. Commissioner Jones asked that the Finance Committee amend the budget to have a line officer as opposed to the speed tracker. Chairman Cohilas shared that it doesn't appear to be a position where we have to choose one over the other.

Mr. McCoy reminded the board of the ribbon cutting at Pine Glenn on June 15, 2021. Commissioners Newsome and Edwards were both congratulated for completing their certification.

There being no further business to come before the Commission, the meeting adjourned at 11:29 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



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Item 4a.

Information and knowledge is power and money!

# CFR49-26 Workshop June 28,2021 for DBE's

Hon. Chris Cohilas, Chaiman Board of Commissioner-Doughery County Mr.Michael McCoy, Administrator Board of Commissioners P O Box 1827 Albany, GA 31702-1827

RE: "Our New Deal," 2021/2022 Proposed Budget PPP Update, SBA Target Advanc EIDL Loan

Greetings: Chair, Commissioners, Mr. Mc.Coy Admin.Mgr. Madam Clerk Mr. Lee Et Al, Public Assembled

Consider, the Wall Street Journal, survey by the WSJ review of some 25 communities that have been shrinking since 2010-2019 and according to the survey by Dr. Daniel McIntyre of Harvard University. The City of Albany-Dougherty County is ranked no five (5) when compared with other communities with population of 50,000-but less than 100,000.

Obviously, this outside assessment by the WSJ is <u>indicative</u> of failure on the part of the three local governments, the Chamber of Commerce, EDC, Chehaw, Thronateeska, RiverQuarium & Convention and Visitors Bureau, et al The assessment does implicate all of us in positions of power because as these data point out we {City of Albany, Dougherty County Commission, and the dougherty County School system (BOE) " have been loosing approximately 1,000 perons per year since 2010 based upon the American Community Survey" taken by the U S Census Bureau;

Consequently, when we consider the net effect of losing the composite of 10,000 persons calls into question that some .50% of our elected officials in our government as well as the subsidiaries ie. Chamber of Commerc, EDC, Convention & Visitors Bureau, RiverQuarium, Chehaw, Thronateesk Museum have been doing everything below a reasonable benchmark, otherwise we would not

have lost a combined 12% of our population and still spend some \$ 1, billion dollars.

For instant, these citizens were perhaps not crying for more trails going nowhere, Chehaw, RiverQuarium, Convention Visitors bureau. Rather people want good educational facilities, recreation, job opportunities, healthcare and the sustainable "quality of Life.. The most important attribute citiznes were seeking is the opportunity to earn a good standard of living. Further the ability to find a job without haveing to commute great distaces

Unfortunately, .50% of our big wheels are clueless in this assessment, .25% have no allegiance to our community and the final .25% are indifferent to a job or government;"they just want to get paid." This is why we have lost so many person during the decade. The opportunities are limited becasue too many perople in powerful postitions "do not have a clue" as to what they should be done irrespective of elected/appointed or power.

Consequently we will contiune to lose population becasue we are not a destination city such as Valdosta, Atlanta, Macon Augusta. Our offerings leave too much to be desired in the venues of transportation (air,ground, or water, rail.

We must do a better job with our institutions of higher learning, we must actively pursue teh ability of Albany State University to issue terminal degrees. The three HBCU's have carried "university" in ther respective names for for some 26 years and yet cannot issue termial degrees due to interpsition and nullifications by the Board of Regents and those Regents who are indifferent to such status.

Now we have the Affiant who along with a strong netwoek of supporters can demonstrate greatly and directly assisting some 2,500 small business owners. All together we along with the sundry listing of satellite funders help place some \$ 40 million dollars directly into the economy.

Whereas all the other's can only contribute and say, "we are goind to do ..... as long as you keep giveing us some of the \$ 1, billion dollars we are goind to do nothering. Further we have been unable to deliver anything other than "we are going to do in the future.



### ECONOMY

3.

# America's 10 Fastest Shrinking Cities

61

# Douglas A. McIntyre

June 3, 2020 7:07 am Last Updated: June 3, 2020 9:53 am

They are mostly old American manufacturing hubs that have lost their manufacturing employers. In a period of modest population growth, where many cities grew at a pace of over 10% between 2010 and 2019, these cities shrank by more than 6%.

1.22 19

The U.S. Census Bureau's recently released "City and Town Population Totals: 2010–2019" report covers what the agency called "places" with populations over 50,000 in 2010. These essentially are

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cities, in layperson's terms. The data covers the period from April 1, 2010, until July 1, 2019.

4.

Only two of the cities that shrank had populations over 100,000. Several of the balance had populations closer to the 50,000 cutoff.

The fastest shrinking city was Charleston, the state capital of West Virginia. Its population fell 9.4% to 46,536 over the nine-year period. The city is the largest in the state and was in the center of what was once the thriving coal industry. Its population began to drop in 1970.

The second-fastest shrinking city for the period was Jackson, Mississippi. The population declined 7.4% to 160,628. It is the state's capital and its largest city. After a period of rapid growth that began

### Item 4a.

# EDITORS' PICKS



This City Is America's Murder Capital



This Is Americans Fastest-Growing First Name



This is the onerican City Where As the Are Rising Fastest



This is the State With the Highest Gas Tax

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in 1930, it started to shrink rapidly in 1990. The economy of the city and area around it are dominated by manufacturing and agriculture.

The third-fastest shrinking city is Decatur, Illinois. Located in the center of the state, it had a population decline of 7.1% to 70,746. Caterpillar, once a pillar of American manufacturing, has its largest manufacturing facility there.

In fourth place, Shreveport, Louisiana, had a population fall off of 6.9% to 187,112. It was once a major hub of America's largest oil companies. Its tourism business was badly damaged by Hurricane Katrina.

The fifth-fastest shrinking city was Albany, Georgia, where the population fell 6.9% to 72,130. One of its largest employers, Cooper Tire company, pulled out a decade ago.

Also on the list are manufacturing cities that were once the centeral of the car industry. These include Flint and Saginaw in Wichigan. Detroit was 11th among America's fastest shrink cities, barely missing this list.

These are the 10 fastest shrinking cities in America:

America's 10 Fastest Shrinking Cities - 24/7 Wall St.

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cities, in layperson's terms. The data covers the period from April 1, 2010, until July 1, 2019.

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https://247wallst.com/economy/2020/06/03/americas-10-fastest-shrinking-cities/

This City Is America's Murder Capital This is Americans Fastest-**Growing First Name** This is the merican City Where As ... Are Rising Fastest This is the State With the Highest Gas Tax

Item 4a.

# 3/24/2021

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City	4/1/2010	7/1/2019	Change	Percent
Charleston,	51,340	46,536	-4,804	-9.4
West Virginia				
Jackson,	173,551	160,628	-12,923	-7.4
Mississippi			·	
Decatur, Illinois	76,131	70,746	-5,385	-7.1
Shreveport,	200,976	187,112	-13,864	-6.9
Louisiana	-			
Albany, Georgia	77,436	72,130	-5,306	-6.9

Recommended Topics

EDITORS' PICKS

Best High Dividend Stocks

High Dividend Paying Stocks

Top 10 Cities to Retire

#1 Stock to Buy Now

	· · ·	···		
Gary, Indiana	80,256	74,879	-5,377	-6.7
Flint, Michigan	102,266	95,538	-6,728	-6.6
Hammond,	80,825	75,522	-5,303	-6.6
Indiana				
Rocky Mount,	57,695	53,922	-3,773	-6.5
North Carolina			•	
Saginaw,	51,469	48,115	-3,354	-6.5
Michigan				

10 Best Cities for Retirement

5 Best Stocks to Buy Now

Top 5 Recon mended

Satellite View of My House

# ALSO READ: The Most Difficult Places in the World to Be Gay

https://247wallst.com/economy/2020/06/03/americas-10-fastest-shrinking-cities/

### Item 4a.

# **NETZERO** Message Center

From: Nicholas Parker <nicholas.parker@atl.frb.org>

To: William Wright <barwright@netzero.com>

Sent: Fri, Apr 09, 2021 08:31 AM

Subject: Federal Reserve Bank of Atlanta - Business Inflation Panel - April Questionnaire

Hello William,

As the week ends, we want to provide you with one final reminder. We hope you will have the opportunity to respond. The following is your unique link to the Business Inflation Expectations Panel questionnaire:

Respond to the questionnaire If you have any difficulty opening the link above, please paste the URL below into your internet browser:

https://frbaressurvey.co1.qualtrics.com/jfe/form/SV\_bQu510auMbWF5ZQ? Q\_DL=tP9E08AIPEmkZXE\_bQu510auMbWF5ZQ\_CGC\_ear5XVnx8spdVqZ&Q\_CHL=email

Thank you for your time.

" Best regards,

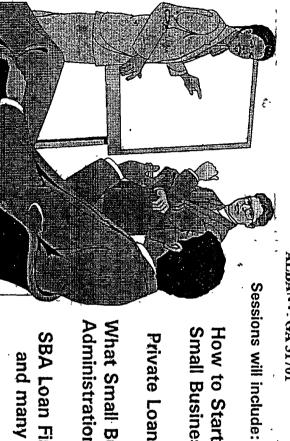
Nick

# **Nicholas Parker**

Survey Director | Economic Survey Research Center FEDERAL RESERVE BANK of ATLANTA 1000 Peachtree Street NE | Atlanta, GA 30309-4470 Office: 404.498.8935 | Mobile: 770.842.0038 Email: Nicholas.Parker@atl.frb.org Follow the link to opt out of future emails: Click here to unsubscribe

# FOR PROSPECTIVE AND EXISTING FREE BUSINESS ENTREPRENEURS N - 74 CONFERENCES

ARTHUR K WILLIAMS BUILDING-MICRO-ENTERPRISE CENTER TECHNCAL ASSISTANCE WORKSHOP FOR SMALL BUSINESS ALBANY-DOÙGHERTY NAACP & CONSOLIDATED EDC BÙSINESS OUTREACH SERVICES 230 S-JACKSON STREET ALBANY. GA 31701



Facilitator: William Wright

**Small Business** How to Start and maintain A

Private Loan Packaging

Administration (SBA) Offers What Small Business

SBA Loan Financing and many more topics

# AGENDA

# INTRODUCTIONS

**Stimulus Funding in the Albany MSA** 

OVERVIEW OF WORKSHOP-HUB-Zone, U.S. DOT DBE, SDB, SBA (8) A Programs I. Small Business Initiatives- SDBU Office

- **DUNS Number & CCR Number**
- 2 **HUB-Zone** Criteria-Eligibility
- w U S. DOT DBE Criteria-Eligibility

- 4 SBA 8 (A) & SDB Criteria Eligibility
- Ħ
- B Future Workshops
- Business Planning, TBA

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Item 4a.

Information and knowledge is power and money!

# CFR49-26 Workshop June 28, 2021 Mr Chris Cohilas, Charman DBE's

Mr. Newsome, Chair-Finance Committee Dougherty County Commission Board of Commissioners Mr.Michael McCoy, Administrator P O Box 1827 Albany, GA 31702-1827

### RE:Agenda Placement /Presentation

Comes now the Affiant to report on findins of the FY 2021/2022 Budget of the Doughety County Commissioners. The budget does come to approximately seventy-three million dollars. However; the Finance Committee without GASB Guidance is on a "witch hunt," that has significant "Adverse Selection," implications againt the single member-epartment Head, Mr. Michael Fowler.

The Finance Committee has significant structural integrity implication. FYI, the asssignment of "Committee Chairs"has been made and assigned based upon highly significant subjective criteria. Such actions are not only inappropriate however; questionably legal under the guise of the "1964 Civil Rights Act". More particulaly, Title 42 of teh U S Code, and EO 12898, that affects not only the budget, rather the "Equal Opportunity," requirements of the "1964 Civil Rights Act."

Stated another way, Is it legal for the newest member of the Dougherty County Commission as assiged by the Chairman, by objective standards are just because of race. Obviouly if an objective criteria is applied based upon tenure he would not be in such a position, GASB guidelines are quite differnt from FASB guidelines with accounting procedures.

Thus, the newest member skilled/trained in FASE is still a novice with respect to GASE guidelines becauwe the occupant has operated almost exclusive upon FASE rules that are fundamentally differnt from those standards as espoused by GASE. Let us review all of 4he changes that hace been proposed there has not been any such utterance about the assessment instrument utilized to issue an approval, vetting quetions or the like. FYI, a .03% increase in the budget overall to the dollar amount of \$ 3 million dollars. Obviously theres has been little discussion about the applications of the \$ 3 million dollars, that is more than a mill plus one-half increase from FY 2021.

Our analysis of the budget as proposed includes approximately 2 mill increase in revenue, and of course no vetting on this subject just receiving approximately \$2.5 million dollars in taxes. However, teh DCC can afford to pay \$ 600/hour for a high powered very rich/powerful Atlantan to perform routine bookkeeping work that we have trained very skilled people in Atlanta as well as Region-10 of Southwest Georgia.

On the expenditure side, we have almost \$ 1.4 million dollar increase in Public Safety (Police) keep in mind that the "George Floyd," Criminal Justice Reform Act" requires our public safety departments to be decreased by .05% beginning in 2022 and the Finance Committee has not address how this action that is jutaopposed to the standards by the Secretry of Criminal Justice Reform Act in the Biden-Harris Administration

In addition, GeneralGovernment is increasing by \$ 600,000,Judicial System the courts by \$ \$ 300,000, and Public Works by \$ \$ 437,000, yet we have not had any vetting are vetting about these relative huge increases, in dollars as well as perentage wise. Yet the FY 22 budget does not provide VAPD on the \$ 600/hour going to the Atlanta doing bookkeeping work, the \$ 600,000 going to Mr. Lees department under legal fees in the General Fund.

GASB/FASB fuidelines requires us to make every effort to assure that account classifications have appropriate"Valuation, Application, Presentation, and Disclosure, However, we do not have suffficient documentation on our "grant funds."

There should be a clear VAPD, on the funding souce, dollar amount anticipated as well as the expected period of availability of funds. In our review of VAPD we only found a slight mention of CARES funding for the election JBRE, and nothing about HUD DR-2017-2018, RAdium Springs, ARP, there must be adequate disclosure of the ARP, CARES funding consistent with GASB guidelines,,

On or About July 12,2021 we will bring before the commission-Finance Committee, additional rational for the discriination that is before us and not an utterance about the justification in these huge dollar amounts in the budget as proposed by the Finance Committee.

Our focus will demonstrate the results of how our community was impacted by the actions performed by Conseedco, Inc. and Afram-Tech, Inc. FYI these two organizations were able to directly assist some 2,500 firms in the city and county respectivekly.. Therefore, we will provide these results perhaps on a bi-monthly basis.

As noted previously, why Black owned busineses did not receive any such grants of \$ 150k-5\$ million classification. Also, we also note that not any commissioners who were/are direct ly or indirectly the recipients of such SBA grants under the Payroll Protection Program (PPP). Obviously they chose, not to disclosed the same.

At any rate you will note that each sheet that we present is indicative of \$120,000.00 we have some 18 sheeta for our prsentation on today which should come to approximately \$ 2.5-27 million dollars that we directly assisted. FYI, we assisted some 2,500 firms receive the PPP funding as a loan that will convert to a grant as long as more than 2/3 of the funding is expended on payroll to the owner, rent and utilities.

WE also did address the Finance Committee about its action on the FY 2021/FY 2022 budget for the Dougherty County Commission along with all of its wholly owned subsidiaries. FYI, The Finance Commission chose to completely ignore any consideration for funding the estimated \$ 600,000 to reopen the MBE Office, while going on a witch hunt on the independent single member department head of the Coroner's offfice.

FYI, the Georgia Constitution named the Office of Coroner's/ Constable as a constitutional Office, and therefore not subject to the routine classification of department's of State Government. The 1780 Constitution under the guise of the Articles of Confederaion of the of the thirteen (13 original colonie). The information is further defined under OCGA Title 45,

Consequently the actions by the DCC, Chairmann along with the "witch hunt") by the Finance Committee is analogous to overt heublic how the DCC can pay a rich aristocrat \$ 600/hour to drive from Atlanta to help perform entry level general GASB fundtions in state/local government.

Obviously, there are firms right here in the City of Albany,GA that can perform such governmental accounting tasks just as performed in the U S and to some degree in Western Europe. Such tasks under GASB are quite reoutine. It is important to note that originally the DCC had made calls to former DCC Assistant County Administrator, Morris Williams with Mr. Wall for less thann six weeks, yet chose to keep the organization by The wall firm at a much higher rate per hour when compared to Mr. Williams. FYI,

Afram-Tech, Inc, can perform such routine task about projections and or assumptions as presented by The" Wall Firm." However, once again the DCC chose to not allow local firms an Equal Opportunity as the law requires uner the 1964 Civil Rights Act, Executive Order 12898, Title VI (Environmental Justice/Good FAith Effort), in addition to Title 42 of the United States Code.

Explain the rationalle as to how all UGA schools under the guise of the Board of Regents -University System of Georgia that provide instruction on governmental, health and welfare "Accounting-Governmental" organization. That for whatever reasons, the DCC just cannot perform such task.or explain how the MBE Office was omitted in such considerations.

FYI, the Finance Committee along with the DCC can pay some \$ 600,000 in legal fees that could very easily be shopped out to lower. the Costs. We are going to show you how the recent study by the "Wall Street Journal; Dr. Daniel McIntyre of "Harvard University contributed to the Article detailing that Albany,Dougherty County lost some 10,000 citizens between the period of 2010-2019, yet we are still paying a \$ billion dollars for less than 80,0000 citizens city-county-dcss wided"

The way committees are are appointed is contrary to the <u>1964</u> <u>Civil Rights Act because such appointemnts are predicated on</u> <u>subjected critereia as oppose to and objective standard such</u> as the classification of seniority(tenure) in the United States Congress

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» (?page=129&searchtext=Albany&state=georgia)	Current Approval Amount (Undisburse Amount)	Watch, Stream and Enjoy TV. Grab The Latest Offers ON TV and Internet Services. GREATING A SEAR. STOD A YEAR. ASK US HOW Call Nove 866-927-7817	PRINT DIRECTIONS <b>TV, Internet &amp; Phone</b> Watch Live TV & On Den Satellite Needed. Easy S Now! Find Deals	nand Shows. No
WILLIAM LAWRENCE JR (/paycheck-protection-program- loans/georgia/william-lawrence-jr/9283159007/? page=3&searchtext=Albany&state=georgia) 811 S Shadowlawn Dr, Albar	20,833.00 <i>(20,833.00)</i> <b>יy</b>	All Other Transit and Grou Transportation (Sole Propr		May 29, 2021
SHONTINANNA HORTON (/paycheck-protection-program- loans/georgia/shontinanna-horton/9299029008/? page=3&searchtext=Albany&state=georgia) 1805 W Oglethorpe Ave, Albar	20,833.00 (20,833.00) <b>1</b> y	All Other Miscellaneous St Tobacco Stores) (Sole Pro		May 29, 2021
MARQUIS INGRAM (/paycheck-protection-program- loans/georgia/marquis-ingram/9312289000/? page=3&searchtext=Albany&state=georgia) 1308 Hobson St Apt 81, Alban	20,833.00 (20,833.00)	Plumbing, Heating, and Air Contractors (Self-Employe	—	May 29, 2021
DOMINIQUE WALKER (/paycheck-protection-program- loans/georgia/dominique-walker/9313679001/? page=3&searchtext=Albany&state=georgia) 303 Carriage Ln Apt B, Alban	20,833.00 (20,833.00)	Beauty Salons (Independe	ent Contractors)	May 29, 2021

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loa	ONNA DAUGHERTY (/paycheck-protection-program- ins/georgia/alonna-daugherty/9323099008/? ge=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Truck, Utility Trailer, and RV ( Rental and Leasing (Sole Pro		May 29, 2021
μαί	412 Robinson Ave, Albany 412 Robinson Ave, Albany	 	Watch, Stream	PRINT DIRECTIONS TV, Internet & Phone	Deals
loa	VONTE TEEMER (/paycheck-protection-program- ans/georgia/javonte-teemer/9347309004/? ge=3&searchtext=Albany&state=georgia) 1005 E 4th Ave Unit 44, Albany	20,833.00 (20,833.00)	and Enjoy TV. Grab The Latest Offers ON TV and Internet Services. GKR 1050 AD SER UTD \$500 A YEAR. ASK US HOW	Watch Live TV & On Dema Satellite Needed. Easy Se Now!	and Shows. No
loa	EVIN TUCKER (/paycheck-protection-program- ans/georgia/devin-tucker/9427219001/? age=3&searchtext=Albany&state=georgia) 821 Corn Ave, Albany	20,833.00 (20,833.00)	(all Now <b>866-927-7817</b> Drick; Storie; and Telatories Merchant Wholesalers (Sole		<del>יעומא בש;</del> 2021
loa	ARTAE WRIGHT (/paycheck-protection-program- ans/georgia/martae-wright/9444789010/? age=3&searchtext=Albany&state=georgia) 623 Kingsbury Ln, Albany	20,833.00 (20,833.00)		•	May 29, 2021
lo	REG PETERSON (/paycheck-protection-program- ans/georgia/greg-peterson/9458809004/? age=3&searchtext=Albany&state=georgia) 614 Harmon Ave, Albany	20,833.00 (20,833.00)		ed Individuals)	May 29, 2021
lo	LYSSES SORRELL (/paycheck-protection-program- bans/georgia/ulysses-sorrell/9480699004/? age=3&searchtext=Albany&state=georgia) 3345 Sweetbrier Rd, Albany	20,833.00 (20,833.00)			May 29, 2021

Business	Current Approval Amount (Undisburse Amount)	Buśiness Type		Date Approved
SHAQUOISE BELL (/paycheck-protection-program- loans/georgia/shaquoise-bell/9481369001/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Beauty Salons (Sole Propri	etorship)	May 29, 2021
634 Cotton Ave, Albany KOSHA HALL (/paycheck-protection-program- loans/georgia/kosha-hall/9567989000/? page=3&searchtext=Albany&state=georgia) 701 N Maple St Apt B, Albany	20,833.00 (20,833.00)	Watch, Stream and Enjoy TV. Grab The Latest Offers ON TV and Internet Services. GROW TOOM MOSATURD \$500 A YEAR. ASK US HOW	PRINT DIRECTIONS <b>TV, Internet &amp; Pho</b> Watch Live TV & On D Satellite Needed, Easy Now! Find Deals	emand Shows. No
NICHOLAS REDDING (/paycheck-protection-program- loans/georgia/nicholas-redding/9571519002/? page=3&searchtext=Albany&state=georgia) 502 Drexel St, Albany	20,833.00 (20,833.00)	Call Now 866-927-7817 Employed Individuals)	eacuda.para.lacita	2021
MEYONNA MCCRAY (/paycheck-protection-program- loans/georgia/meyonna-mccray/9573569010/? page=3&searchtext=Albany&state=georgia) 1108 10th Ave, Albany	20,833.00 (20,833.00)	Beauty Salons (Self-Emplo	oyed Individuals)	May 29, 2021
DESIREE TINSLEY (/paycheck-protection-program- loans/georgia/desiree-tinsley/9584639002/? page=3&searchtext=Albany&state=georgia) 643 Tulsa Ln, Albany	20,833.00 (20,833.00)		rietorship)	May 29, 2021
DAUMIER ROBINSON (/paycheck-protection-program- loans/georgia/daumier-robinson/9591479000/? page=3&searchtext=Albany&state=georgia) 1005 E 4th Ave Unit 38, Albany	20,833.00 (20,833.00)	· · · · · · · · · · · · · · · · · · ·	ietorship)	May 29, 2021

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ALEXANDER CLARK (/paycheck-protection-program- oans/georgia/alexander-clark/9602369009/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Heating Equipment (except Warm Air Manufacturing (Sole Proprietorship)	Furnaces) May 29, 2021
1901 Fulton Ave, Albany CHANTE CHARLESTON (/paycheck-protection-program- oans/georgia/chante-charleston/9630529006/? page=3&searchtext=Albany&state=georgia) 510 Old Albany Rd Apt P4, Thomasville	20,833.00 (20,833.00)	Watch Liv	rnet & Phone Deals re TV & On Demand Shows. No Needed, Easy Self Setup. Call us
SEQUOYA BELL (/paycheck-protection-program- loans/georgia/sequoya-bell/9691019010/? page=3&searchtext=Albany&state=georgia) 4000 Gillionville Rd Apt 37, Albany	20,833.00 (20,833.00)	Call Now 865-927-7817	2021
MELODY GRIER (/paycheck-protection-program- loans/georgia/melody-grier/9718909007/? page=3&searchtext=Albany&state=georgia) 919 Hobson St, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Proprietorship)	May 29, 2021
DESTINY GREEN (/paycheck-protection-program- loans/georgia/destiny-green/9797539000/? page=3&searchtext=Albany&state=georgia) 1008 Randolph St, Albany	20,833.00 (20,833.00)	Commercial Air, Rail, and Water Tran Equipment Rental and Leasing (Sole Proprietorship)	
CEDERICK HOLSEY (/paycheck-protection-program- loans/georgia/cederick-holsey/9802779008/? page=3&searchtext=Albany&state=georgia) 2710 W Oakridge Dr Lot 77, Albany	20,833.00 (20,833.00)		

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Business	Current Approval Amount (Undisburse Amount)	Business Type	X	Date Approve	d lt
<b>REKITHA KAYLOR</b> (/paycheck-protection-program- loans/georgia/rekitha-kaylor/9841059007/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	All Other Miscellaneous Sto Tobacco Stores) (Sole Prop	• •	May 29, 2021	
3416 Aristedes Rd, Albany KAMBRIA CLARK (/paycheck-protection-program- loans/georgia/kambria-clark/9843539002/? page=3&searchtext=Albany&state=georgia) 3111 Habersham Rd, Albany	20,833.00 (20,833.00)	Watch, Stream and Enjoy TV. Grab The Latest Offers ON TV and Internet Services. DEER TOSH HOSALUPID \$500 A VEAR. ASK US HOW	PRINT DURECTIONS <b>TV, Internet &amp; Phone</b> Watch Live TV & On Den Satellite Needed. Easy So Now! Find Deals	and Shows. N	
RITA BOB (/paycheck-protection-program-loans/georgia/rita- bob/9005059001/? page=3&searchtext=Albany&state=georgia) 1118 W Broad Ave Ste B, Albany	20,833.00 (20,833.00)	Call Now <b>866-927-7817</b> Introduction of the second s	องอายุธุธราชองเอ	2021	*****
MIKAYLA BUCHANAN (/paycheck-protection-program- loans/georgia/mikayla-buchanan/9061399003/? page=3&searchtext=Albany&state=georgia) 1800 W Gordon Ave, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Propr	ietorship)	May 29, 2021	•
SHAROD HAWKINS (/paycheck-protection-program- loans/georgia/sharod-hawkins/9079899009/? page=3&searchtext=Albany&state=georgia) 215 A East Road, Albany	20,833.00 (20,833.00)	Barber Shops (Sole Propri	etorship)	May 29, 2021	•
MARIKA SUTTLES (/paycheck-protection-program- loans/georgia/marika-suttles/9119499002/? page=3&searchtext=Albany&state=georgia) 308 Tremont Ave, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Prop	rietorship)	May 29, 2021	 , <b>6</b>

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	Business	Current Approval Amount (Undisburse Amount)	Business Type		Date Approved	Item 4a
	KESHANBIANNE HAWKINS (/paycheck-protection-program- loans/georgia/keshanbianne-hawkins/9236009005/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Commercial Air, Rail, and V Equipment Rental and Leas Proprietorship)	Vater Transportation sing (Sole	May 29, 2021	
¢	612 Mission Ct Apt 3, Albany NYZHIA JORDAN (/paycheck-protection-program- loans/georgia/nyzhia-jordan/9260919007/? page=3&searchtext=Albany&state=georgia) 512 Willard Ave, Albany	20,833.00 (20,833.00)	Watch, Stream and Enjoy TV. Grab The Latest Offers ON TV and Internet Services. desenses ad saturio \$500 A YEAR. ASK US HOW	PRINT DIRECTIONS <b>TV, Internet &amp; Phone</b> Watch Live TV & On Dem. Satellite Needed. Easy Se Now! Find Deals	and Shows No	iku 45 iyon, J
• 1 1 •	RONQUAVIOUS HUNT (/paycheck-protection-program- loans/georgia/ronquavious-hunt/9368059000/? page=3&searchtext=Albany&state=georgia) 335 Station Crossing Dr Apt B, Albany	20,833.00 (20,833.00)	Call Now 866-927-7817 Call Now 866-927-7817	han a manual	2021	- - - - - - - - - - - - - - - - - - -
	COREY TAYLOR (/paycheck-protection-program- loans/georgia/corey-taylor/9402599003/? page=3&searchtext=Albany&state=georgia) 2006 McIntosh Rd, Albany	20,833.00 (20,833.00)	Commercial and Industrial I Equipment (except Automo Repair and Maintenance (S Individuals)	tive and Electronic)	May 29, 2021	
ł	JA LEN JACKSON (/paycheck-protection-program- loans/georgia/ja-len-jackson/9440659009/? page=3&searchtext=Albany&state=georgia) 322 Station Crossing Dr Apt B, Albany	20,833.00 (20,833.00)	Landscaping Services (Inde	ependent Contractors)	 May 29, 2021	anna a na anna anna anna anna anna ann
ł	ALTHENIA BROWN (/paycheck-protection-program- loans/georgia/althenia-brown/9460729003/? page=3&searchtext=Albany&state=georgia) 1904 Greenvale Rd, Albany	20,833.00 (20,833.00)	Janitorial Services (Self-Em	ployed Individuals)	May 29, 2021	

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Business	Current Approval Amount ( <i>Undisburse</i> <i>Amount</i> )	Business Type		Date Approved	Item
ANDREA SHEPPARD (/paycheck-protection-program- loans/georgia/andrea-sheppard/9497479004/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Other Commercial Equipme Wholesalers (Sole Propriet		May 29, 2021	an a sa an anna an
<b>2530 Hilltop Dr Apt 1, Albany</b> <b>IVEY HAMILTON</b> (/paycheck-protection-program- loans/georgia/ivey-hamilton/9512119000/? page=3&searchtext=Albany&state=georgia) <b>413 Bonny View Ave, Albany</b>	20,833.00 (20,833.00)	Watch, Stream and Enjoy TV. Grab The Latest Offers ON YV and Internet Services. GROW TENT ADSAFT/PTD \$500 A YEAR. ASK US HOW	PRINT DIRECTIONS TV, Internet & Phone Watch Live TV & On Den Satellite Needed, Easy S Now! Find Deals	and Shows, No	underna d
APRIL LEWIS (/paycheck-protection-program- loans/georgia/april-lewis/9512709000/? page=3&searchtext=Albany&state=georgia) 1115 8th Ave Apt B, Albany	20,833.00 (20,833.00)	Call Now 866-927-7817	n ounnaars;	2021	1
MAKIA JACKSON (/paycheck-protection-program- oans/georgia/makia-jackson/9670769002/? page=3&searchtext=Albany&state=georgia) 507 Landings Ln, Albany	20,833.00 (20,833.00)	Janitorial Services (Self-En	nployed Individuals)	May 29, 2021	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
ANTHONY ALLEN (/paycheck-protection-program- oans/georgia/anthony-allen/9660529007/? page=3&searchtext=Albany&state=georgia) 407 Louis Ave, Albany	20,833.00 (20,833.00)	All Other Miscellaneous Sta Tobacco Stores) (Sole Pro		May 29, 2021	
WAYNE GILLIARD (/paycheck-protection-program- oans/georgia/wayne-gilliard/9671439010/? page=3&searchtext=Albany&state=georgia) 403 Hudson Ln, Albany	20,833.00 (20,833.00)	Lawn and Garden Tractor a Garden Equipment Manufa Proprietorship)		May 29, 2021	

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Business	Current Approval Amount ( <i>Undisburse</i> <i>Amount</i> )	Business Type	Date Approved
SANYA WRIGHT (/paycheck-protection-program- loans/georgia/sanya-wright/9672149008/? page=3&searchtext=Albany&state=georgia) 1108 Van Deman St, Albany	20,833.00 (20,833.00) y	Electronic Shopping and Mail-Order Houses (Self- Employed Individuals) Watch, Stream	- May 29, 2021
NATALIE FLETCHER (/paycheck-protection-program- loans/georgia/natalie-fletcher/9706369003/? page=3&searchtext=Albany&state=georgia) 1203 Swift St Apt 2, Albany	20,833.00 (20,833.00) <b>y</b>	TV, Internet & Phone Watch Live TV & On De Satellite Needed, Easy & Now!	mand Shows No
TRACY BROWN (/paycheck-protection-program- loans/georgia/tracy-brown/9723069009/? page=3&searchtext=Albany&state=georgia) 705 S Magnolia St, Albany	20,833.00 (20,833.00)	Call New 866-927-7817 Certer ar Theorem Theorem (Could and Could a	2021
PHILLIP WINCHESTER (/paycheck-protection-program- loans/georgia/phillip-winchester/9809919005/? page=3&searchtext=Albany&state=georgia) 1309 Avalon Ave, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Proprietorship)	May 29, 2021
ZAYBRIEN JONES (/paycheck-protection-program- loans/georgia/zaybrien-jones/9829229007/? page=3&searchtext=Albany&state=georgia) 1400 Gary Ave, Albany	20,833.00 (20,833.00)	Barber Shops (Sole Proprietorship)	May 29, 2021
MICHAEL BRUCE (/paycheck-protection-program- loans/georgia/michael-bruce/9851279007/? page=3&searchtext=Albany&state=georgia) 2528 Brookhaven Ct, Albany	20,833.00 (20,833.00)	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance (Sole Proprietorship)	May 29, 2021
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	VERONICA ROSS (/paycheck-protection-program- loans/georgia/veronica-ross/9853489004/? page=3&searchtext=Albany&state=georgia)	20,833.00 (20,833.00)	Landscaping Services (Sole	e Proprietorship)	May 29, 2021	122 X 19 C) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	207 Gatewood Dr, Alba	any .	Watch, Stream	PRINT DIRECTIONS TV, Internet & Pho	ne Deals	
	NEKITIA YOUNG (/paycheck-protection-program- loans/georgia/nekitia-young/9597159010/? page=3&searchtext=Albany&state=georgia) 2710 W Oakridge Dr Lot 100, Alba	20,832.00 (20,832.00)	Grab The Latest Offers ON TV and Internet Services. ORDEN TO MOSHEURID \$500 A YEAR.	Watch Live TV & On D Satellite Needed. Easy Now!	emand Shows. N	
. 14.	LOVE BOX LLC (/paycheck-protection-program- loans/georgia/love-box-llc/9771599009/? page=3&searchtext=Albany&state=georgia) 3113 Crepe Myrtle Ct, Alba	20,832.00 (20,832.00) any	Call Now 866-927-7817 Noomen oog Gervices (Cann Company(LLC))	lance and a later	2021	**************************************
- 4 144 65.	ARISTOLA HILL (/paycheck-protection-program- loans/georgia/aristola-hill/9803349010/? page=3&searchtext=Albany&state=georgia) 707 Warrior Ct, Alb	20,832.00 (20,832.00) any	Landscaping Services (Sol	e Proprietorship)	May 29, 2021	a daar oftennamerer in traffich someter in in
	Page 3 of 129 〈 (?page=2&searchtext=Albany&state=	and the second	د بويسيون، د يوند د م يوند وي يوند وي يوند وي يوند وي يوند وي ي	e=georgia)		2000 2010
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> (?page=3&searchtext=Albany&state=georgia)			
Susiness	Current Approval Amount (Undisburse Amount)	Business Type	Date Approved
ERICK WILSON (/paycheck-protection-program-loans/georgia/erick- wilson/9421209008/?page=2&searchtext=Albany&state=georgia) 1902 s Riverview cr, Albany	20,833.00 (20,833.00)	Taxi Service (Sole Proprietorship)	May 29, 2021
<b>FANIYA MCKINNEY</b> (/paycheck-protection-program- oans/georgia/taniya-mckinney/9480659003/?         page=2&searchtext=Albany&state=georgia)         2609 Lansing Dr, Albany	20,833.00 (20,833.00)	Barber Shops (Independent Contractors)	May 29, 2021
RAVIS ROGERS (/paycheck-protection-program- pans/georgia/travis-rogers/9483419007/? page=2&searchtext=Albany&state=georgia) 1207 Van Deman St, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Proprietorship)	May 29, 2021
ALEX MCCLENDON (/paycheck-protection-program- bans/georgia/alex-mcclendon/9493069002/? bage=2&searchtext=Albany&state=georgia) 1308 Hobson St Apt 87, Albany	20,833.00 (20,833.00)	Barber Shops (Sole Proprietorship)	May 29, 2021

Business	Current Approval Amount (Undisburse Amount)	Business Type	Date Approved
KAMELIA BYRD (/paycheck-protection-program- loans/georgia/kamelia-byrd/9493489010/? page=2&searchtext=Albany&state=georgia) 331 Station Crossing Dr Apt B, Albany	20,833.00 (20,833.00)	Nail Salons (Sole Proprietorship)	May 29, 2021
ADRIENNE RIVERS (/paycheck-protection-program- loans/georgia/adrienne-rivers/9512869002/? page=2&searchtext=Albany&state=georgia) 318 Pinson Rd, Albany	20,833.00 (20,833.00)	Freight Transportation Arrangement (Independent Contractors)	May 29, 2021
SHANTERIA COLE (/paycheck-protection-program- loans/georgia/shanteria-cole/9521199004/? page=2&searchtext=Albany&state=georgia) 108 Force Dr, Albany	20,833.00 (20,833.00)	Beauty Salons (Single Member LLC)	May 29, 2021
KEANU BARNEY (/paycheck-protection-program- loans/georgia/keanu-barney/9522919008/? page=2&searchtext=Albany&state=georgia) 1811 Wetherbee Ct, Albany	20,833.00 (20,833.00)	All Other Personal Services (Sole Proprietorship)	May 29, 2021
AUNDARRIUS MITCHELL (/paycheck-protection-program- loans/georgia/aundarrius-mitchell/9525829000/? page=2&searchtext=Albany&state=georgia) 527 Cherry Ave, Albany	20,833.00 (20,833.00)	All Other Miscellaneous Store Retailers (except Tobacco Stores) (Sole Proprietorship)	May 29, 2021
EARL BRIDGES (/paycheck-protection-program-loans/georgia/earl- bridges/9132459006/?page=2&searchtext=Albany&state=georgia) 517 9th Ave, Albany	20,833.00 (20,833.00)	Electronic Shopping and Mail-Order Houses (Sole Proprietorship)	May 29, 2021

		Current Approval Amount (Undisburse		Date
Business		`Amount)	Business Type	Approved
BRIDGETTE C	ARTER (/paycheck-protection-program-	20,833.00	Commercial Air, Rail, and Water	May 29,
	idgette-carter/9135019009/?	(20,833.00)	Transportation Equipment Rental and	2021
page=2&search	text=Albany&state=georgia)		Leasing (Sole Proprietorship)	
	1004 Blakely Ct Apt 1, Albany			
TIONDRA BRY	ANT (/paycheck-protection-program-	20,833.00	Cosmetology and Barber Schools (Sole	May 29,
	ondra-bryant/9142119002/?	(20,833.00)	Proprietorship)	2021
	text=Albany&state=georgia)			
	1010 E Tift Ave, Albany			
ANDRE DAVIS	(/paycheck-protection-program-loans/georgia/andre-	20,833.00	Electronic Shopping and Mail-Order Houses	May 29,
davis/91491990	007/?page=2&searchtext=Albany&state=georgia) 600 Sands Dr Apt 2702, Albany	(20,833.00)	(Sole Proprietorship)	2021
SHYIMETRIUS	JACKSON (/paycheck-protection-program-	20,833.00	Retail Bakeries (Sole Proprietorship)	May 29,
loans/georgia/s	hyimetrius-jackson/9151159005/?	(20,833.00)		2021
page=2&searc	ntext=Albany&state=georgia)			
	1310 E 2nd Ave, Albany	1		
JAMAHNI WIL	LIAMS (/paycheck-protection-program-	20,833.00	Administrative Management and General	May 29,
loans/georgia/j	amahni-williams/9158039007/?	(20,833.00)	Management Consulting Services (Sole	2021
page=2&searc	htext=Albany&state=georgia)		Proprietorship)	
	510 Old Albany Rd Apt M8, Thomasville	<b>e</b>		
LEANTHONY	BROWN (/paycheck-protection-program-	20,833.00	Administrative Management and General	May 29,
loans/georgia/	eanthony-brown/9159299006/?	(20,833.00)	Management Consulting Services (Sole	2021
page=2&searc	htext=Albany&state=georgia)		Proprietorship)	
	904 Dorsett Ave, Alban	У		

	Current Approval		, Date Approved
Business	Amount (Undisburse Amount)	Business Type	
JAMAL SMITH (/paycheck-protection-program-loans/georgia/jamal- smith/9164859002/?page=2&searchtext=Albany&state=georgia) 2315 W Gordon Ave Apt 41, Albany	20,833.00 (20,833.00)	Business Associations (Sole Proprietorship)	May 29, 2021
ROSALYN HARRIS (/paycheck-protection-program- loans/georgia/rosalyn-harris/9706179005/? page=2&searchtext=Albany&state=georgia) 506 Alice Ave, Albany	20,833.00 (20,833.00)	All Other Personal Services (Sole Proprietorship)	May 29, 2021
SHAYMOSKIA WHITLOCK (/paycheck-protection-program- loans/georgia/shaymoskia-whitlock/9746829004/? page=2&searchtext=Albany&state=georgia) 2401 Nottingham Way Apt 118, Alban	20,833.00 (20,833.00) ¥	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing (Sole Proprietorship)	May 29, 2021
BRELAND JOHNSON (/paycheck-protection-program- loans/georgia/breland-johnson/9797529008/? page=2&searchtext=Albany&state=georgia) 203 Raintree Dr, Alban	20,833.00 (20,833.00)	Landscaping Services (Sole Proprietorship)	May 29, 2021
CHARLENE JOFFRION (/paycheck-protection-program- loans/georgia/charlene-joffrion/9802969006/? page=2&searchtext=Albany&state=georgia) 4900 Holly Hill Rd, Alban	20,833.00 (20,833.00) <b>1</b> y		May 29, 2021
JACQUAVIAN HAVIOR (/paycheck-protection-program- loans/georgia/jacquavian-havior/9803089004/? page=2&searchtext=Albany&state=georgia) 2415 Dawson Rd Apt T2, Alban	20,833.00 (20,833.00)		May 29, 2021

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		Current		
	Business	Approval Amount (Undisburse Amount)	Business Type	Date Approved
	DESMOND WYNN (/paycheck-protection-program- loans/georgia/desmond-wynn/9811199002/? page=2&searchtext=Albany&state=georgia) 1402 Greenbrier Ct, Albany	20,833.00 (20,833.00)	Electronic Shopping and Mail-Order Houses (Sole Proprietorship)	May 29, 2021
	SHANTRAVIER JORDAN (/paycheck-protection-program- loans/georgia/shantravier-jordan/9541479002/? page=2&searchtext=Albany&state=georgia) 443 Ebony Ln, Albany	20,833.00 (20,833.00)	Community Food Services (Self-Employed Individuals)	May 29, 2021
	CALVALINA JONES (/paycheck-protection-program- loans/georgia/calvalina-jones/9541859009/? page=2&searchtext=Albany&state=georgia) 418 Cannon Ave, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Proprietorship)	May 29, 2021
	ANTENEKA POWELL (/paycheck-protection-program- loans/georgia/anteneka-powell/9543259010/? page=2&searchtext=Albany&state=georgia) 301 Slater King Dr Apt H, Albany	20,833.00 (20,833.00)	Beauty Salons (Sole Proprietorship)	May 29, 2021
	LAKEVIA MINGO (/paycheck-protection-program- loans/georgia/lakevia-mingo/9551179010/? page=2&searchtext=Albany&state=georgia) 211 Cordele Rd Lot 27, Albany	20,833.00 (20,833.00)	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing (Sole Proprietorship)	May 29, 2021
	CATHY KNIGHT (/paycheck-protection-program-loans/georgia/cathy- knight/9572799007/?page=2&searchtext=Albany&state=georgia) 1421 W Highland Ave, Albany	(20,833.00)		May 29, 2021

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		Current		
Busii		Approval Amount (Undisburse Amount)	Business Type	Date Approved
loans	XANDER WILLIAMS (/paycheck-protection-program- s/georgia/alexander-williams/9591639000/? =2&searchtext=Albany&state=georgia) 834 Cotton Ave, Albany	20,833.00 (20,833.00)	Barber Shops (Sole Proprietorship)	May 29, 2021
loan	EITHIA CURTIS (/paycheck-protection-program- ls/georgia/bkeithia-curtis/9595329009/? e=2&searchtext=Albany&state=georgia) 1006 Exeter Dr, Albany	20,833.00 (20,833.00)	Nursing Care Facilities (Skilled Nursing Facilities) (Sole Proprietorship)	May 29, 2021
loan	RON EDWARDS III (/paycheck-protection-program- ns/georgia/aaron-edwards-iii/9610729010/? ge=2&searchtext=Albany&state=georgia) 1631 Maryland Dr, Albany	20,833.00 (20,833.00)	Barber Shops (Sole Proprietorship)	May 29, 2021
loai	MOTRUS BELL (/paycheck-protection-program- ns/georgia/demotrus-bell/9611519008/? ge=2&searchtext=Albany&state=georgia) 205 Waverly Ave, Albany	20,833.00 (20,833.00)	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing (Sole Proprietorship)	May 29, 2021
loa	JRTIS WILLIAMS (/paycheck-protection-program- ans/georgia/curtis-williams/9614369006/? ge=2&searchtext=Albany&state=georgia) 2905 Albany St, Brunswick	20,833.00 (20,833.00)		May 29 2021
· loa	FASHEONIA MCDANIEL (/paycheck-protection-program- ans/georgia/etasheonia-mcdaniel/9641489002/?         age=2&searchtext=Albany&state=georgia)         1604 Northwood Dr, Albany	20,833.00 (20,833.00)		May 29 ) 2021 /





PROCUREMENT RECOMMENDATION DATE: June 23, 2021

TITLE: **Animal Control Vehicle** 

**REFERENCE** Gwinnett County Contract NUMBER: #BL088-19

**OPENING DATE:** 

BUYER: **Tina Strassenberg**  DEPARTMENT: **DOCO Police** ACCOUNT **SPLOST VII** NUMBER: BUDGETED AMOUNT: \$55,000 DEPARTMENT Cpt. Jason Hager CONTACTS: **Russell Allenbaugh** 

tte Fields, Director

# **RECOMMENDATION:**

Recommend approval for the purchase of one (1) Animal Control Vehicle from Wade Ford, Inc. of Smyrna, GA for the Dougherty County Police Department. The expenditure will be \$52,073.47.

# **BACKGROUND INFORMATION:**

Request to purchase one (1) Ford F-350 Animal Control Vehicle, rear-wheel drive, white in color, with animal transport box and emergency equipment installed from Wade Ford, Inc. of Smyrna GA for the Dougherty County Police. This purchase will utilize Gwinnett County (GA) contract #BL088-19 with Wade Ford.

# **COUNTY ADMINISTRATOR ACTION:**

MAPPROVED

() DISAPPROVED

() HOLD

COMMENTS:

6-14-21 DATE

COUNTY ADMINISTRATOR

List of Documents Attached: Quote

#### A RESOLUTION ENTITLED

# A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A PROCUREMENT RECOMMENDATION WITH JIM BOYD CONSTRUCTION IN THE AMOUNT OF \$1,192,037.90 FOR THE PURPOSE OF GRADING AND PAVING OF FIVE (5) ALLEYS IN THE UNINCORPORATED AREA OF DOUGHERTY COUNTY; 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 and executing a Procurement Recommendation with Jim Boyd Construction in the amount of \$1,192,037.90 for the purpose of grading and paving of five (5) alleys in the unincorporated area of Dougherty 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 attached Procurement Recommendation in the amount of \$1,192,037.90 with Jim Boyd Construction for the purpose of grading and paving of five (5) alleys in the unincorporated area of Dougherty County 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 said Procurement Recommendation.

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

This the 28th day of June, 2021.

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY:

Christopher S. Cohilas, Chairman

ATTEST:

County Clerk





PROCUREMENT RECOMMENDATION DATE: June 23, 2021

TITLE: Alley Improvements Phase II

REFERENCE NUMBER: 21-084

OPENING DATE: June 16, 2021

BUYER: Kimberly M. Allen With July Yvette Fields, Director DEPARTMENT: DOCO Public Works ACCOUNT NUMBER: T-SPLOST BUDGETED AMOUNT: \$1,243,000.00 DEPARTMENT CONTACTS: Jawahn Ware

# **RECOMMENDATION:**

Recommend contracting with **Jim Boyd Construction of Albany, Georgia** to provide grading and paving of five (5) alleys in the unincorporated areas of the County for a total expenditure of **\$1,192,037.90**.

# **BACKGROUND INFORMATION:**

Bid Ref. #21-084 was advertised in the local paper, on the local access channel, and on the Georgia Procurement Registry. The bid opening was June 16, 2021. Four (4) contractors submitted a bid.

The Scope of this project is to furnish all labor, materials and equipment necessary to provide for alley paving improvements on five different alleys located in the unincorporated area of Dougherty County. Project involves installation of approximately 17,251 SY of GAB, 1,790 tons of asphaltic concrete, 1806 LF of storm drainpipe, 22 storm structures and grading with all related accessories as shown on the plans and called for in the specifications.

The contract time for this project is one hundred and fifty (150) calendar days.

() DISAPPROVED

Jeremy Brown, Project Engineer, and Chuck Mathis, Public Works Director, concur with this recommendation.

# COUNTY ADMINISTRATOR ACTION:

(4) APPROVED 6-24-2

) HOLD COUNTY ADMINISTRATOR

DATE

List of documents attached:

Detailed Bid Tabulation

#### CENTRAL SERVICES

CITY OF A	CITY OF ALBANY GEORGIA PROCUREMENT DIVISION	GRIFFIN GRJ 1179	GRIFFIN GRADING & CONCRETE 1179 HWY 280 W.	JIM BOYD C 1810 W O	JIM BOYD CONSTRUCTION 1810 W OAKRIDGE DR	REEVES CO 2615 OLD JI	REEVES CONSTRUCTION 2615 OLD JIM DAVIS ROAD	ZANE GRACE P.O. I	ZANE GRACE CONSTRUCTION P.O. BOX 145
TABULA	TABULATION OF BIDS	CORDI	CORDELE GA 31015 ANDREW POE	ALBANY WAD	ALBANY GA 31707 WADE KEEN	ALBANY DEAN	ALBANY, GA 31721 DEAN HAYMAN	LEESBUR	LEESBURG GA 31707 ZANE GRACF
OPEN DATE:	6/16/2021	229	229-276-0888	229-4	229-420-9898	229-8	229-883-8011	229-8	229-894-6688
TIME OF OPEN	TIME OF OPENING: 2:30 p.m.			229-4	229-438-8257	229-4	229-436-4925	229-7	229-759-0401
BID REF:	21-084	NDYPOE@GRIFFI	NDYPOE@GRIFFINGRADINGCONCRETE.CO	<u>wkeen@jimboy</u>	wkeen@jimboydconstruction.com	<u>dhayman@</u>	dhayman@reevescc.com	Zgc(	<u>zgc@att.net</u>
QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Alley Paving								
	Improvements		\$1,975,236.42		\$1,192,037.90		\$1,589,301.25		\$1,284,438.88
	Phase II								
	Bid Bond - 5%		Yes		Yes		Yes		Yes
	Addendum #1-2		Yes		Yes		Yes		Yes
FOB POINT/TERMS	ERMS								
DELIVERY TIME	1E								
COMMENTS									

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DOUGHERTY COUNTY BOARD OF COMMISSIONERS ADMINISTRATION

# Agenda Item

Date:	June 24, 2021
Meeting Date:	June 28, 2021
Subject/Title:	ExecuTime Time Keeping Software
Presented for:	Decision
Presenter:	Scott Addison, Asst. County Administrator

#### Statement of Issue

Dougherty County Finance is requesting to purchase ExecuTime time keeping software.

#### History/Facts and Issues

Dougherty County Finance is requesting to purchase ExecuTime time keeping software from the sole source vendor, Tyler Technologies (Plano, TX) in the initial amount of \$97,685.Tyler Tech is the current vendor for the county's enterprise resource system (ERP) software system. ExecuTime will interface with the current platform to perform time keeping functions. The recurring annual fee is \$43,342. Funding is available in SPLOST VI.

#### **Recommended Action**

Recommend Dougherty County Commission approves the purchase of ExecuTime software from sole source vendor Tyler Technologies with the initial expenditure being \$97,685 and annual expenditures thereafter being \$43,342.

Funding Source SPLOST VI 153521036.ITIMPROVMT.COMPUT.ERPSYSTEM



222 PINE AVENUE | SUITE 540 | ALBANY, GEORGIA 31701 | 229.431.2121 office | 229.438.3967 fax dougherty.ga.us



# **GRANT REQUEST AUTHORIZATION FORM**

DATE:				
6/28/2021				
DEPARTMENT:	11111-177 - 1051 - 37 37- 1	(		
Superior Court - Mental Healt	h Court Grant			
GRANT PROGRAM:				
Accountability Court Funding	g Program			
GRANT AGENCY:				
Council of Accountability Cour	't Judges			
<b>Criminal Justice Coordinating</b>	Coucil			
CFDA # (IF FEDERAL GRANT)				
N/A				
PROGRAM TITLE:				
Mental Health Accountability	Court			
FUNDING REQUEST:			4.411.000	
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 459,074	\$ 9,033		\$ 468,107
IF LOCAL MATCH IS REQUIRED		Comments: (In-kind, direct ap	propriation, etc.)	
CURRENT BUDGET? Yes				
D.A.T.E. Fund provides the ma				
INDIRECT COSTS?	AMOUNT:			
ZERO	N/A			
REIMBURSEMENT GRANT:				
Yes				
PROJECT DIRECTOR:		PHONE:		
Patricia Griffin		229-395-7267		
	········			
DEPARTMENT DIRECTOR OR O	DFFICIAL	SIGNATURE:		DATE:
APPROVING SUBMISSION (PR	INT NAME & TITLE)	De ach		6/24/2021
Patricia Griffin		Dalangotte	<b></b>	
		- <u>0</u>		Construction of the Construction
REVIEWED BY FINANCE: Direc	tor	SIGNATURE	1. 10	DATE:
		signature: Martha B	Hndley	6/24/2021
Martha B. Hendley		07 00.	<i>v</i>	L
				DATE:
REVIEWED BY COUNTY ADMIN	VISTRATOR:	SIGNATURE:		
Michael McCoy		110		4/24/2021
COUNTY COMMISSION ACTIO	N:	APPROVED: Y/N		DATE:
Charlette	Col las			
Christopher S.	unias			

#### A RESOLUTION ENTITLED

# A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN DOUGHERTY COUNTY AND THE ARC OF SOUTHWEST GEORGIA FOR CASE MANAGEMENT SERVICES AND ADDITIONAL PROGRAM SUPPORT; 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 and executing a Professional Services Agreement between Dougherty County and The Arc of Southwest Georgia for Case Management Services and additional Program Support.

**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 and The Arc of Southwest Georgia for the purpose of providing Case Management Services and additional Program Support is hereby approved and both the County Administrator and Chairman of the Board of Commissioners of Dougherty County are 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 28th day of June, 2021.

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY:

Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

This is the Standard Services Agreement of Dougherty County. Any Contractor doing business with the County must enter into this Agreement.

#### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **DOUGHERTY COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Dougherty County Board of Commissioners ("County"), and **The Arc of Southwest Georgia**, (hereinafter "Contractor" or "THE Arc SWGA"), collectively referred to as the "Parties".

#### WITNESSETH THAT:

WHEREAS, the County and the Dougherty Judicial Circuit desires to retain a Contractor to provide certain services generally described as Mental Health Court Services (the "Work"); and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

#### A. <u>Project Description</u>

The Project is described as Mental Health and Treatment/Substance Abuse Court Services.

#### B. <u>The Work</u>

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The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred by the Dougherty County Superior Court (referred to herein as "Superior Court" or "Court") to the Contractor:

A. <u>Case Management Services</u>. The Contractor will provide for a Case Manager dedicated to the Court as follows:

1. Contractor will retain responsibility for the care of its clients and patients and will maintain supervision of Case Manager insofar as their presence and assignments affect the operation of the Contractor and its care, direct and indirect, of its clients and patients.

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- 2. The Case Manager will have access to adequate facilities for use in accordance with the client's treatment objectives and plan developed through cooperative planning by the Mental Health/Mental Health/Drug Court treatment team and the Contractor's staff. The Contractor will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with Case Management.
- 3. Contractor shall provide for the orientation, supervision, and training of the Case Manager as to the philosophies, rules, regulations and policies of the Contractor and those required by overseeing agents (including but not limited to the Department of Behavioral Health and Developmental Disabilities-DBHDD, and Department of Community Health-DCH).
- 4. Contractor shall provide instruction, direction, and supervision to assure the Case Manager provides training to participants as to the philosophies, rules, regulations and policies of the Contractor.
- 5. Contractor will provide liability insurance, as reflected on Exhibit "A," for the clinical services of the Case Manager and offer benefits through the Contractor.
- 6. Contractor will manage all responsibilities associated linking referred clients to appropriate level of care services-for behavioral health services (within or outside of THE Arc SWGA services) as well as other community services (for example, medical services, social security, Medicaid, etc.)
- 7. Contractor will assure that weekly summaries regarding participant's progress in treatment is provided to the treatment team and to the Judge prior to each Court day.
- 8. Contractor will assure that the Case Manager (or in the Case Manager's absence, another designee) will attend all required trainings for the Court as well as weekly team planning meetings and Court.
- 9. Contractor will assure the Case Manager provides enough hours on site at the Court House weekly to meet with all program participants under the Case Manager's care.
- 10. Contractor will assure the Case Manager attends all required trainings and meetings regarding the Mental Health Court.
- 11. Contractor will assure, should the Case Manager terminate employment or leave for any extended period of time, that the Court is well informed and that another

staff person from the Contractor will be assigned to cover Case Manager duties until another Case Manager can be permanently assigned.

- 12. Primary case management duties include, but are not limited to:
  - a. Assist in the collection of relevant participant data and demographic information
  - b. Linkage and follow-up to ancillary support services for participants
  - c. Discharge planning and after-care follow-up

. .

- 13. When on-site at the courthouse for Case Management services, the Case Manager will report to the Program Coordinator for assignments and duties.
- B. <u>Educational Training & Presentations</u>. In addition to the above treatment services, the Contractor shall be available (at a mutually agreeable time) to present regular educational sessions to the Court Team and/or other Court-approved individuals concerning topics related to addiction and/or Mental Health/Drug Court issues of concern on an as-needed basis. Subject to the approval and availability of funds, the Court may also request that the Contractor attend educational or training sessions on related topics.
- C. The Contractor shall utilize the Court's liaison as the Centralized Clearinghouse of Information/Communications.
  - 1. The Contractor is expected to maintain a confidential notes system (that is not shared with the Superior Court unless requested in accordance with law and/or such sharing is deemed necessary by the Contractor) of relevant information shared by participants to Contractor during treatment or case management sessions in accordance with recognized treatment protocols.
  - b. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the Court's liaison and/or Contractor) with the Court's liaison so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.
  - c. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management referrals for ancillary services to the participant with notification given to the Court's liaison.
  - d. The Contractor shall review all relevant information maintained by the Court's liaison (and/or posted in a designated information posting site/location) which

may be relevant to treatment, such as changes in address, medication(s), health, drug screens, etc.

- e. In the event that the Contractor is unavailable, he/she shall coordinate with other court-approved Contractors (who are also authorized independent contractors/Contractors) and/or any subsequently Court identified authorized Contractor to cover his/her session and shall immediately notify the Court's liaison of his/her anticipated absence and coverage plan.
- f. The Contractor Case Manager shall attend Mental Health/Drug Court "staffing" sessions and/or participant court reviews.
- D. <u>Emergency/Call Status</u>: The Contractor shall assure for after-hours (inclusive of weekend) emergency treatment services/assistance to participants on an on-call basis.

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the Dougherty County Board of Commissioners.

# C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties and is retroactive to July 1, 2021. Contractor shall perform required services as called for but not extending beyond State of Georgia / Dougherty Count fiscal year ending June 30, 2022. This contract may be renewed by the parties for up to three (3) additional one year periods. In the event of termination of this Agreement by the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

#### II. WORK CHANGES

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The Specialty Courts Director, or his/her designee, has authority to execute without

further action of the Dougherty County Board of Commissioners, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$10,000 must be approved by resolution of the Dougherty County Board of Commissioners.

#### III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for all expenses related to clients and personnel for treatment court participants Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the Dougherty County Purchasing Department within ten working days from the date of final execution of this Agreement. If electronic payments are not possible though ACH, payments may be made by check. Payments will not be hand delivered

B. The Contractor shall be compensated a flat rate of \$100 per client, per month, for case management services

#### IV. COVENANTS OF CONTRACTOR

#### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

#### B. <u>County's Reliance on the Work</u>

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

# C. <u>Contractor's Representative</u>

Mrs. Patricia Griffin, shall be authorized to act on Contractor's behalf with respect to the coordination of Work as Contractor's designated representative.

#### D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

#### E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

#### F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

#### G. <u>Records, Reports</u>

#### (1) <u>Records</u>:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs to include:
  - Personnel expenses to include salaries for case managers, benefits and payroll taxes, and mileage.
  - o Rent for property maintained by The Arc of Southwest Georgia
  - Utilities for said property
  - Pest control for said properties
  - Drug testing and drug testing supplies.
  - $\circ$  Supplies for court staff and case managers.

All expenses shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

#### (2) <u>Reports and Information</u>:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

#### I. <u>Conflicts of Interest</u>

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Dougherty County Code of Ethics.

#### J. <u>Confidentiality</u>

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity, other than the designated Court Staff or other court approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the Superior Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and How they Affect Mental Health/Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, *et seq.*
- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (7) The Contractor shall maintain confidentiality of Dougherty Superior Court Mental Health/Substance Abuse Treatment Program participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

#### K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

# L. <u>Key Personnel</u>

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "B", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

#### M. <u>Authority to Contract</u>

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

# V. COVENANTS OF THE COUNTY

#### A. <u>Right of Entry</u>

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

#### B. County's Representative

The Specialty Courts Director of Dougherty County shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

#### VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason

whatsoever by providing written notice thereof at least five (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

**B.** The County shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The County shall also have the right to terminate this Agreement or any services noted herein without cause should budgeted and/or grant funds not be available.

**C.** Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**D.** Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

**E.** The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

#### VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

#### X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

#### XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

#### **XII. NOTICES**

#### A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the Specialty Courts Director of Dougherty County for the County and Mrs. Patricia Griffin for the Contractor.

#### B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Christopher Cohilas Chairman Dougherty County Board of Commissioners PO Box 1827 Albany, GA 31702

#### NOTICE TO THE CONTRACTOR shall be sent to:

DeAnna Julian The Arc of Southwest Georgia 2200 Stuart Ave. Albany, GA 31707 Phone: 229-869-0610

#### XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

#### XIV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

#### XV. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or nonwillful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

# **CONTRACTOR:**

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness

۹

Notary Public

[NOTARY SEAL]

**My Commission Expires:** 

#### **DOUGHERTY COUNTY**

By:

Its:

[COUNTY SEAL]

**SIGNED, SEALED, AND DELIVERED** in the presence of:

Witness

**Notary Public** 

[NOTARY SEAL]

**My Commission Expires:** 

# EXHIBIT "B"

ł.)

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

Individual	Position
Mary Jones	Case Manager
William Fazekas	Case Manager

#### Purpose of Job

The purpose of this job is to provide case management and limited individual counseling services for participants in the Dougherty County Treatment Court. Duties and responsibilities include but are not limited to the linkage and provision of ancillary social and community services to participants and follow-up individualized counseling assistance and performing additional tasks as assigned.

#### **Essential Duties and Responsibilities**

# The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Prepare weekly summaries regarding each participant's progress in following through on case management services offered is provided to the Treatment Court team.

Attend all required trainings for the Court as well as weekly team planning meetings and Court sessions.

Meet regularly with all participants under the Case Manager's care subject to specified minimum contact hours.

Assure that the Court is well informed and that services remain uninterrupted if staff is unavailable.

Primary case management duties include, but are not limited to:

Meeting with participants at least weekly or as directed by the court for a check-in and status review.

Assist in the collection and maintenance of relevant participant data and demographic information. Such information may include history of compliance, referrals for other services, drug testing results, etc.

Linkage and follow-up to ancillary support services for participants in an effort to coordinate the utilization of community-based services such as health and mental health services, victims' services, disability housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for recovery.

Discharge planning and after-care follow-up.

Conduct individual counseling and rehabilitative sessions with participants as needed.

Conduct drug screens and specimen collections.

Perform administrative work such as data entry, filing, answering phones, copying, correspondence, etc.

Performs other related duties as required.

#### Knowledge, Skills and Abilities

Knowledge of the policies, procedures, and activities of the Treatment Court as they pertain to the performance of duties relating to the position. Knowledge of the terminology used within the Treatment Court and related case management standards, protocol, procedures. Knowledge of filing systems, and various word processing, spreadsheet and database software. Ability to compile, organize, and maintain an assortment of records, reports and information in an effective manner and according to Treatment Court and/or governmental regulations. Ability to communicate effectively with supervisors and other staff members. Ability to utilize and understand computer applications and techniques as necessary in the completion of daily assignments.

#### Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in social work, psychology or related field. Master's degree preferred. Licensure and/or certification in one or more counseling, addiction or social work fields required; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Proof of liability and other insurance may be required.

#### A RESOLUTION ENTITLED

# A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY AND DOUGHERTY COUNTY RELATIVE TO A 2021 BYRNE JUSTICE ASSISTANCE (JAG) PROGAM AWARD; 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 and executing an Intergovernmental Agreement between the City of Albany and Dougherty County relative to a 2021 Byrne Justice Assistance (JAG) Program Award.

**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 Intergovernmental Agreement between the City of Albany and Dougherty County relative to a 2021 Byrne Justice Assistance (JAG) Program Award 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 Intergovernmental Agreement.

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

This the 28th day of June, 2021.

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY:\_\_

Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

#### INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY, GEORGIA AND DOUGHERTY COUNTY, GEORGIA

#### 2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

KNOW ALL BY THESE PRESENTS:

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between COUNTY OF DOUGHERTY, GEORGIA, acting by and through its governing body, the Dougherty County Commission (hereinafter referred to as COUNTY), and the CITY OF ALBANY, GEORGIA, acting by and through its governing body, the City Commission (hereinafter referred to as CITY),

Witnesseth:

WHEREAS, this Agreement is made under the authority of Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the service or functions under this agreement; and

WHEREAS, by mutual agreement the COUNTY as the required disparate jurisdiction receives 20% of the JAG award each year; and

WHEREAS, the COUNTY'S appropriation is <u>\$16,761.00</u> for the JAG award for the JAG Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interest to reallocate the JAG funds as stated herein.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

#### Section 1.

CITY and COUNTY agree that the COUNTY should receive a total of \$16,761.00 with the balance of JAG funds in the amount of \$67,044.00 to go to the CITY.

#### Section 2.

COUNTY understands that this grant program ends on September 30, <u>2024</u> and all funds must have been disbursed by said date; that in order to enable CITY to comply with the program's reporting requirements, COUNTY agrees to provide CITY with copies of purchase orders, invoices and receiving reports within 30 days of each such event. COUNTY also agrees to submit a request for approval to change spending plan to CITY grant administrator as they occur prior to spending.

#### Section 3.

COUNTY agrees to use <u>\$16,761.00</u> for the JAG Program until September 30, <u>2024</u>.

#### Section 4.

All of the privileges and immunities from liability which exist in favor of the COUNTY or CITY are not affected by this Agreement.

#### Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 7.

COUNTY and CITY agree as follows:

Pre-Requirements. COUNTY shall adopt a policy on grant management. The policy shall include provisions for pre-award, award monitoring, post award and close out. CITY has such a policy in place dated \_\_\_\_\_\_.

Monitoring Requirements.

- COUNTY and CITY must comply with Department of Justice part 200 of uniform requirements. The part 200 uniform requirements are the requirements set out at 2 C.F.R. Part 200.
- COUNTY must provide grant progress reports and finance reports to CITY.
- COUNTY shall be accountable to CITY for how it uses federal funds under subaward.
- COUNTY shall follow all applicable federal rules referencing financial management, internal controls, indirect cost, records retention and access.
- COUNTY shall collect and provide performance data quarterly to CITY.
- COUNTY agrees to comply with all site visits and desk review requests as it pertains to sub-award.

 COUNTY agrees to provide CITY and auditors access to COUNTY'S records and financial statements as necessary.

Post Award:

- COUNTY shall review and comply with all sub-award provisions and/or special conditions.
- COUNTY shall submit all required sub-award documents with certified executive officer's signatures and return to CITY prior to any spending.

Closeout Requirements:

- COUNTY agrees to submit to CITY, no later than thirty (30) calendar days after the end date of the grant, all performance, financial and other reports as required by the terms and conditions of the federal award.
- The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.
- The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

#### Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ALBANY, GEORGIA	DOUGHERTY COUNTY, GEORGIA
City Manager	County Administrator
Attest:	Attest:
City Clerk	County Clerk
Approved as to Form:	Approved as to Form:
C. Nathan Davis, City Attorney	W. Spencer Lee, IV, County Attorney



Christopher Cohilas, d Ed Newsome, *District 1* Victor Edwards, *Vice Chairman, District 2* Clinton Johnson, *District 3* Russell Gray, *District 4* Gloria Gaines, *District 5* Anthony Jones, *District 6* 

DOUGHERTY COUNTY BOARD OF COMMISSIONERS ADMINISTRATION

Michael McCoy, *County Administrator* W. Spencer Lee, IV, *County Attorney* 

**OPTION 1** 

- **TO:** Elected Officials and Department Managers
- FROM: Michael McCoy, County Administrator
- **DATE:** Monday, June 28, 2021

SUBJECT: FY 2021-22 Holiday Schedule

# As a reminder, all holidays are paid this budget year.

Holiday	Day Observed
Independence Day	July 5 – Monday
Labor Day	September 6 – Monday
Thanksgiving Day	November 25 – Thursday
Day After Thanksgiving	November 26 – Friday
Christmas Eve	December 23 – Thursday
Christmas Day	December 24 – Friday
New Year's Day 2022	December 31 – Friday
Martin Luther King Jr.'s Birthday	January 17 – Monday
Memorial Day	May 30 – Monday



Christopher Cohilas, d Ed Newsome, *District 1* Victor Edwards, *Vice Chairman, District 2* Clinton Johnson, *District 3* Russell Gray, *District 4* Gloria Gaines, *District 5* Anthony Jones, *District 6* 

DOUGHERTY COUNTY BOARD OF COMMISSIONERS ADMINISTRATION

Michael McCoy, *County Administrator* W. Spencer Lee, IV, *County Attorney* 

**OPTION 2** 

- **TO:** Elected Officials and Department Managers
- FROM: Michael McCoy, County Administrator
- **DATE:** Monday, June 28, 2021

SUBJECT: FY 2021-22 Holiday Schedule

# As a reminder, all holidays are paid this budget year.

Holiday	Day Observed
Independence Day	July 5 – Monday
Labor Day	September 6 – Monday
Thanksgiving Day	November 25 – Thursday
Day After Thanksgiving	November 26 – Friday
Christmas Eve	December 23 – Thursday
Christmas Day	December 24 – Friday
New Year's Day 2022	December 31 – Friday
Martin Luther King Jr.'s Birthday	January 17 – Monday
Memorial Day	May 30 – Monday
Juneteenth	June 20 – Monday

	FY 2020/21	FY 2021/22	Proposed Amendment after Finance Committee	Updated FY 2021/22 Budgets	% Change
					<u> </u>
General Fund					
M & O	52,978,381	56,073,746	13,620	56,087,366	5.9%
CIP	242,685	246,115		246,115	1.4%
Alternate Dispute Resolution	-	108,600		108,600	
Special Services District Fund	8,006,058	8,192,540		8,192,540	2.3%
Solid Waste Enterprise Fund					
M & O	3,922,777	3,948,992		3,948,992	0.7%
Capital Outlay	2,288,000	1,785,000		1,785,000	-22.0%
Confiscated Funds	496,000	549,000		549,000	10.7%
DHS Building Fund					
M & O	539,883	179,600		179,600	-66.7%
CIP	255,000	135,000		135,000	-47.1%
Lease-Commercial Fund	67,200	59,700		59,700	-11.2%
Grants Fund	1,980,748	2,086,492		2,086,492	5.3%
D.A.T.E.		50,000		50,000	
Law Library Fund	148,635	281,178		281,178	89.2%
Total for all Budgets	<u> </u>	<u>\$ 73,695,963</u>	<u>\$ 13,620</u>	<u>\$ 73,709,583</u>	3.9%

# **Board of Commissioners**

#### **Proposed Amendment after Finance Committee**

6/28/2021

General Fund M&O			
Finance Committee Recommended			
on 6/14/2021 to BOC		56,073,746	Fund Balance Use
Coroner's Budget increase for Health I	nsurance		6,673,080
Coroner's Budget Total as of 6/14/2021	185,000		
Increase in Group Health Insurance from FY21 to FY	13,620		
New Budget Total for Coroner	198,620		
Total additional Requests		13,620	13,620
Total General Fund Budget Requests		56,087,366	6,686,700

6/14/2021		Fund Balance Ilse	6,458,280			214,800	6.673.080	Fund Balance Increase	(261 615)		15,000	(246,615)
		55.858.946		39,800 75 000	000	214,800	56,073,746		8,177,540		15,000	8,192,540
	General Fund M&O	Finance Committee Recommended on 6/7/2021 to BOC		GF Fac Mgmt - Custodian II (NEW) 39,800 GF H.R Pav Study	EDC	Total additional Requests	Total General Fund Budget Requests		Finance Committee Recommended on 6/7/2021 to BOC	Additional Requests after Finance Committee		Total Special Services District Requests

Staff Recommendations to Finance Committee

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		6/14/2021
Solid Waste - Capital Outlay		
Finance Committee Recommended on 6/7/2021 to BOC	1,705,000	
Additional Requests after Finance Committee           Solid Waste         Capital Outlay - Carry forward         Shed Replacement	80,000	
Total Solid Waste Capital Outlay Requests	1,785,000	
Grants Fund		
Finance Committee Recommended on 6/7/2021 to BOC	1,786,492	
Additional Requests after Finance Committee		
Grants CDBG-DR	300,000	Didn't know the amount of the CDBG-DR grant
Total Grants Fund Requests	2,086,492	until after meeting with the Finance Committee
Drug Abuse Treatment Fund (D.A.T.E.)		
	¥	
Budgeted in General Fund in Prior Years and DATE Fund should be accounted for in its own Fund	50,000	Forgot to include on the Total Sheet. Funding comes from Fines in the Courts.
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