



REGULAR MEETING

May 01, 2023
10:00 AM

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

AGENDA

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

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

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the April 3rd Regular Meeting and April 10th Work Session. **ACTION:**
6. Delegations *(The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).*
 - a. Sheriff's Office Captain Ted Thomas present to provide an update on the 2022 Albany Dougherty Youth Unit (ADYU) Summer Program and request funding for the 2023 year.
7. Purchases.
 - a. Consider for action the recommendation to purchase furniture for the Tax/Tag Office from the State Contract Vendor, Advent Business Interiors (Leesburg, Ga) in the amount of \$36,924.76. Funding is budgeted in SPLOST VI. **ACTION:**

b. Consider for action the Resolution providing for the acceptance of the bid for food services for the Dougherty County Jail from the lowest responsive and responsible proposer meeting specifications, Trinity Services Group (Oldsmar, FL) in the amount of \$811,340, subject to the execution of the contract by the County Administrator. Funding will be provided in the General Fund. **ACTION:**

8. Additional Business.

a. Consider for action the unanimously approved recommendation from the Recreation Committee to develop the Putney Park multi-generational facility in the budgeted amount of \$983,000 and an operational budget of approximately \$30,000 annually. Funding is available in SPLOST VII. The operational budget will be funded by the Special Services District Budget. Chairman of the Recreation Committee Edwards will address. **ACTION:**

b. Consider for action the Resolution providing for the acceptance to fund the total fees with related expenses for architectural and engineering services for Putney Park multi-generational facility in the amount of \$93,000 from Maschke Associates, subject to the execution of the contract by the County Administrator. Funding is available in SPLOST VII. County Administrator Michael McCoy and Architect David Maschke are present to address. **ACTION:**

c. Consider for action the Resolution providing for the acceptance and execution of the Memorandum of Understanding between the Marine Corps Logistics Base (MCLB) and the Albany Dougherty County Police Departments, Albany Fire Department and the Dougherty County Sheriff's Office for the purpose of providing Heightened Security Threat- Code Red/Blue Dart notifications. County Administrator Michael McCoy and Dougherty County Police Chief Kenneth Johnson are present to address. **ACTION:**

9. Updates from the County Administrator.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. Adjourn.

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

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

April 3, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on April 3, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Ed Newsome. Also present were County Administrator Michael McCoy, County Clerk Jawahn Ware, and other staff. County Attorney Alex Shalishali participated via teleconference. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel. Commissioner Anthony Jones was absent.

After the invocation and Pledge of Allegiance by the Chairman, he called for approval of the minutes for the March 6th Regular Meeting and March 13th Work Session.

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

The Chairman recognized Ga Department of Community Affairs, Project Manager Joshua Norris and Community Development Block Grant- Disaster Recovery (CDBG-DR) Program Manager Kathy Tremblay to provide an update on the CDBG-DR Homeowner Rehabilitation Program. It was shared that the State receive \$13 million in grant funds for homes that were damaged by Hurricane Michael. The application process can be completed online or with a case manager. It is projected that construction will begin in the summer of 2023. The most impacted and distressed counties are Dougherty, Seminole and Decatur. The plans include expanding 80% of funds in these areas with 70% of funds being utilized for households considered low to moderate income based on area median income. Ms. Trembley clarified for Commissioner Edwards that there must be two separate procurement processes for the 2017 and 2018 storms. Ideally, contractors will show interest and qualify for both programs. She also replied to Commissioner Gray by saying that they are always receptive to obtaining data. She mentioned that if there was a need for rental assistance in the 2018 program, the request can be reviewed. It was shared that rental assistance was provided within the 2017 grants and the Board requested that the citizens in Dougherty County be better informed.

The Chairman read the proclamation by the Dougherty County Board of Commissioners commemorating April as National Counties Month. County Administrator Michael McCoy and Public Information Officer Wendy Howell were present to share the county's upcoming initiatives. Mr. McCoy shared that this is an initiative of NACo and ACCG. Ms. Howell mentioned that the engagement was planned to be conducted via social media. The national

theme is “Counties Rise!” and Mr. McCoy said that a banner will be placed at the government center. Based upon a question from Commissioner Jones, Ms. Howell said that she has marketing funds that could help with recruiting efforts and highlighting employees and Commissioners. The proclamation reads as follows:

**A PROCLAMATION
BY THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY,
GEORGIA DECLARING APRIL 2023 NATIONAL COUNTY GOVERNMENT
MONTH**

"COUNTIES RISE!"

WHEREAS, the nation’s 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents’ lives; and

WHEREAS, Dougherty County, Georgia and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of the National Association of Counties President, Denise Winfrey, NACo is highlighting how “Counties RISE!,” demonstrating exemplary Resiliency, Inclusion, Solvency, and Empowerment; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Dougherty County, Georgia remains committed to its mission of improving the quality of life for all citizens by being accessible and good stewards of our resources, while delivering cost-effective, responsive services with integrity, fairness and friendliness.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of Dougherty County, Georgia does hereby proclaim April 2023 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

This the 3rd day of April, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman
Dougherty County Commission

The Chairman called for consideration to purchase playground equipment for Robert Cross Park from the lowest quoted vendor Playworld Preferred (Lewisburg, PA) in the amount of \$70,921. Funding is budgeted in ARPA.

Commissioner Johnson moved for approval. Commissioner Gray seconded the motion. Under discussion, Mr. Mathis answered the questions by Commissioner Edwards in reference to the disposal of old equipment. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to purchase a 25-gallon electric tilting kettle for the kitchen at the Jail from the lowest quoted vendor, Hobart Sales & Service (Albany, GA) in the amount of \$21,222.83. Funding is budgeted in the General Fund.

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

The Chairman called for consideration to purchase two 2023 F-550 Cab & Chassis with Ambulance Prep Package and Patient Module from state contract vendor Wade Ford for the EMS Department in the amount of \$208,724 each for a total expenditure of \$417,448. Funding is budgeted in SPLOST VII.

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

The Chairman called for consideration to rescind the purchase of one 2020 Freightliner 114 SD in the amount of \$109,027 to Four Star Freightliner (Montgomery, Al). The initial award of \$173,277 for the freightliner and 2021 Polar SRX 800-1 Tank Trailer for Solid Waste was approved in the February 15, 2021 Regular Meeting.

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

The Chairman called for consideration to purchase one 2024 Peterbilt 567 Daycab from the Sourcewell Contract vendor Peterbilt of Atlanta (Jackson, GA) for the Solid Waste Department in the amount of \$168,733. Funding is budgeted in Solid Waste Capital Outlay.

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

The Chairman called for consideration to purchase and install elevator controllers for the Jail from a service provider, Albany Elevator Service (Albany, GA) in the amount of \$42,400. Funding is budgeted in SPLOST VI. County Administrator Michael McCoy addressed. Chief Jailer John Ostrander was present. Mr. McCoy recommended approval.

Commissioner Gray moved for approval. Commissioner Newsome seconded the motion. Under discussion, Mr. McCoy shared upon a question by Commissioner Gaines that this is an emergency repair and it was not listed in the Work Session. He added that the elevator was out of code compliance and not operational. Chief Ostrander addressed technical questions. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution declaring the listed cellular phones as surplus and authorizing the sale through Firefly IT Asset Recovery, Inc.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 23-019 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION DECLARING THE ATTACHED LIST OF
CELLULAR PHONES AS SURPLUS AND AUTHORIZING THE
SALE THEREOF THROUGH FIREFLY IT ASSET RECOVERY,
INC.; REPEALING PRIOR RESOLUTIONS
IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the recommendation from the Juvenile Court to apply for a Criminal Justice Incentive Grant Program in the amount of \$450,000 for Functional Family Therapy use. This is an annual request for the 100% grant with no local match. Juvenile Court Clerk Tequilla Woods was present. Mr. McCoy shared that this is administrative housekeeping.

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

Commissioner Newsome recognized the Easter holiday and Mr. McCoy answered a question by Commissioner Edwards relative to an update on the summer internship program. It was noted that an update will be in the next Work Session. Commissioner Johnson recognized

former state representative Winfred Dukes. Commissioner Gaines asked about the budget hearings and the status of the District Attorney appearance and Mr. McCoy addressed. Chairman Heard acknowledged the presence of Winfred Dukes and his [personal] family.

There being no further business to come before the Commission, the meeting adjourned at 10:52 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

April 10, 2023

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

After the roll call and the invocation, Chairman Heard asked the Commission to review the minutes of the March 20th Regular Meeting and March 27th Work Session.

The Chairman recognized District Attorney Greg Edwards to address concerns pertaining to opioid usage and the penalties assessed. In the past, the District Attorney's office prosecuted users that were positive for an EMIT test. He shared that this practice, alongside the Albany Dougherty Drug Unit no longer applies to prosecuting users that have drugs "inside of them". The Department of Community Supervision will be involved for individuals that violate parole. However, there are limitations and individuals have a certain number of times for violations. He mentioned provisions under the Georgia Amnesty Law and clarified that a person is prosecuted if they have more than four grams of substance in possession. A lengthy discussion ensued where clarifications were provided, and questions were answered by the Board. The questions pertained to possessions and prosecutions including a statement that the District Attorney's Office does not have a moratorium on drugs and prosecutes according to law. The Board was encouraged to contact their legislature for changes in the law to be made.

The Chairman recognized James Morgan, County Extension Coordinator, to update the Commission with the quarterly report and introduce Anna Grace Peebles, the new Family and Consumer Sciences Agent.

The Chairman recognized Jana Dyke, President & CEO, Albany-Dougherty Economic Development Commission, to provide the quarterly update. Ms. Dyke introduced the Director of Business Development Jessica Zurheide. She shared that Matt Red is the new Payroll Development Authority (PDA) Chairman. Throughout the presentation, questions and concerns of the Board were addressed. She shared that she would serve as a key facilitator to help spearhead having the area's "story" be told. She also mentioned upcoming events and highlighted the "Project Putney" where Samsung proposed leasing property for 45 years. The increase to the County digest is projected to be \$5,785,566 for a total tax digest projection of is \$11,317,598. Commissioner Jones stated he supports citizens of District 6 and the Planning Commission; and he is not in favor of the project.

The Chairman called for the zoning discussion of John Hancock Life Insurance Company, owner and Soon Kwon, Yejin Park, applicant; (23-019) request for special approval to allow the construction of a Solar Facility on a 744.89-acre parcel zoned AG (Agricultural District). The property is located at 1711 (1712) Hancock Rd. The Planning Commission recommended denial. Angel Gray, Planning Manager, addressed. The Public Hearing and Action are scheduled for April 17, 2023. A full presentation will be made to the Board next week and Samsung representatives will be present.

The Chairman called for a discussion to purchase a 2023 Chevrolet 1500 Pickup Truck for Public Works from the lowest quoted vendor, Prince Automotive Group (Albany, GA) in the amount of \$44,729. The truck is in stock and available for immediate delivery. The cost of the next vendor with available inventory is \$49,479. Funding is budgeted in SPLOST VII. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis was present. Mr. McCoy recommended approval due to the availability of the vehicles.

The Chairman called for a discussion to accept the resolution declaring a 2016 Ford Taurus Police Interceptor (from the Dougherty County Police Department) as surplus and authorize the sale through Underwriters Safety & Claims. County Administrator Michael McCoy addressed. Mr. McCoy said that this is administrative housekeeping to dispose of the vehicles as part of our risk management process.

The Chairman called for a continued discussion and review of the proposed restroom access policy. County Attorney Alex Shalishali addressed. The County Attorney reviewed the proposals. Commissioner Edwards shared that he proposed that the City of Albany review and have a consensus to proceed. If the City does not implement, he does not think the County should proceed and "leave it alone." He believed it will become an issue like the Sunday alcohol sales; citizens do not understand when the City and County have different policies and ordinances. The consensus was to discuss option number two and the County Attorney was directed by the Chairman to meet with the City Attorney.

The Chairman called for a continued discussion and review of the funding and development of the proposed morgue in the estimated amount of \$1,300,720. County Administrator Michael McCoy and Architect David Maschke addressed. Mr. McCoy shared that the \$1 million will be provided from the collections in SPLOST VII. The Chairman was not in favor of the suggestion to add additional contingency costs. Commissioner Edwards reminded the Board that the completion of the morgue was a goal and priority of the retreat. Commissioner Gray shared that the recent visit [to the current morgue] revealed that there are many available buildings, possibly owned by Phoebe, that can be utilized. Commissioner Newsome was opposed to proceeding with the current proposal and shared that additional due diligence was needed by the Board. He added that we are mandated to provide a functioning morgue and this proposal exceeds that request.

The Chairman called for a discussion to consider the funding and development of a proposed multi-generational community facility at Putney Park in the estimated amount of \$982,850. County Administrator Michael McCoy and Architect David Maschke addressed. Mr. McCoy reminded individuals that this was a priority of the Commission meeting. He

gave a historical reminder of funding attempts that were not received. It was foreseen that the building would be utilized for programming by the City of Albany [Recreation Department]. Commissioner Gray suggested that this facility also double as a polling place for the Putney area. The Chairman requested that there be more discussion so that additional amenities be added to possibly expand the concept of a safe room. Mr. McCoy shared that this was not designed to be a safe room, but a recommendation can be made to do so. There was consent for Mr. Maschke to proceed. Commissioner Edwards would like the Recreation Committee to review and propose to use funding in SPLOST VII. Commissioner Gaines asked if we will be operating as a Board of a whole or using committees. Mr. McCoy shared with Chairman Heard that normally the Chairman directs items to committees. The Chairman said that committees could be utilized more, and Commissioner Edwards voiced his concern regarding consistency in funding and agenda listing.

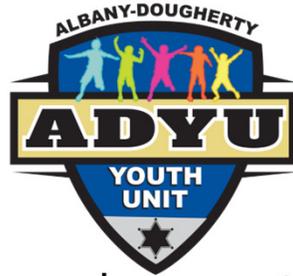
Commissioner Johnson wanted an update on the incident at Robert Cross Park and shared that he will wait to receive it next week. Commissioner Gaines wanted staff to provide a deadline on when goals [from the retreat] will be accomplished with tasks. Mr. McCoy shared that he needed guidance from the Board because this request is a deviation from the past but will take action. The Chairman will meet with Mr. McCoy for further discussion. A slide presentation of the Chairman's first 100 days was shown.

There being no further business to discuss the Commission the meeting adjourned at 12:30 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



Albany-Dougherty Youth Unit

Summer Camp Program



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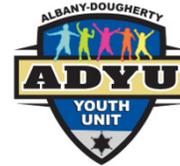
The Albany-Dougherty Youth Unit Summer Camp Program is a continuation of one of the most comprehensive youth programs in the South Georgia area. This summer program offers diversity of both education and recreation that will enrich and enhance the lives of the children participating in the program.



2

MISSION STATEMENT

The mission of the Albany-Dougherty Youth Unit Summer Camp is to educate and provide a safe atmosphere for the participants ages 8-14 years of age. The Albany-Dougherty Youth Unit will be helping summer participants to become responsible members of their communities by setting goals for themselves, resisting negative peer pressure, understanding how gang violence will impact the quality of their lives, and learning how to cherish yesterday and enjoy today!!!

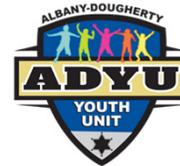


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Overview of 2022 Summer Camp

- Last year camp was held at Merry Acres Middle School
- 125 participants (average 114 daily)
- Special thanks to:
 - ❖ Dougherty County Administration/Commissioners
 - ❖ Dougherty County School System
 - ❖ Phoebe Network of Trust
 - ❖ Family Wellness Outreach Center of Georgia



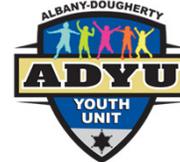
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Program Description

The Albany-Dougherty Youth Summer Program included character education programs that reinforced the cognitive, social, and self-esteem-building lessons that students were taught during the school year.

Deputies and Officers from the Dougherty County Sheriff's Office, Albany Police Department and Dougherty County School Police were the facilitators and team leaders for the five-week (May 31st – July 1st) program.

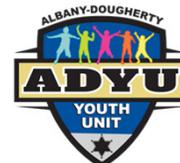


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Program Description(cont.)

During the Albany-Dougherty Youth Unit Summer Program, the camp participants were divided into four groups or teams (Blue, Green, Red, and Yellow). Each team was led by two adult staff members and two team captains (students). The teams interacted and/or competed with each other during the course of the camp. Each team used their academic and athletic skills to gain the most points for the camp championship.



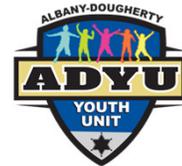
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Camp Sessions

Educational Training: Participants learned about the negative consequences of street gang activity, marijuana, bullying, and peer pressure. They also learned goal setting, communications skills, choices & consequences, and financial literacy.

These topics focused on providing life skills to participants to help them avoid delinquent behavior and using violence to solve problems.



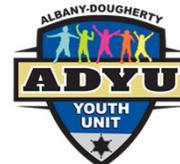
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Camp Sessions (cont.)

Healthy Lifestyles: Registered nurses from Phoebe Putney's "Network of Trust" program facilitated four one-hour sessions, covered topics on personal hygiene, diet, nutrition, etc.

Family Wellness Outreach Center of Georgia: This organization facilitated ten one-hour sessions. Sessions covered the decision making process and how to practice it, goal setting, the importance of the character trait of respect, how peer pressure can make it hard to draw the line, and distinguishing between effective and ineffective communication.



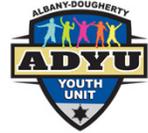
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Camp Sessions (cont.)

AWANA Games: This session was offered two times each week by the “Game Master”. Camp participants played in sporting events with a unique twist in the school’s gym and on the football field. All events were focused on team concepts. Participants used their individual skills and worked together as a team to achieve maximum points.

Team Building: This session was used each day for team leaders and camp participants to reflect on daily activities and current events. Teams met individually or collectively for team building sessions. Staff members facilitated this block of instruction.

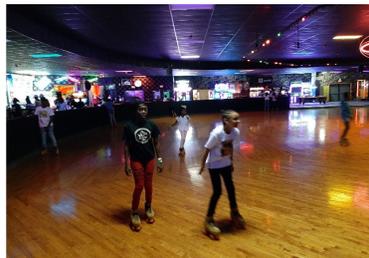


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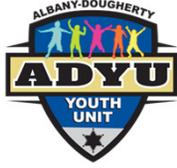
Camp Sessions (cont.)

Field Trips: Camp participants attended several field trips for education and recreation. Campers visited Albany State University, Star Dust Skating Center, and Six Flags Over Georgia.



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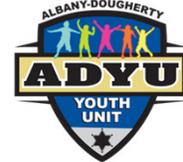
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Proposal

2023 End of Camp Celebration

- Wild Adventures Trip (include admission, lunch buffet & unlimited drink cup)
145 tickets (125 campers & 20 chaperones) at \$63.00 per person
Total \$9,135.00



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ANY



May 1, 2023 Regular Meeting

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**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Michael McCoy
County Administrator

Item 7a.

Agenda Item

Date: April 14, 2023
Meeting Date: April 24, 2023
Subject/Title: Tag and Tax Office Furniture Replacement/Renovation
Presented for: Decision
Presenter:

Statement of Issue

Dougherty County Facilities Management needs to purchase furniture for the Tag and Tax Department in conjunction with the interior renovation.

History/Facts and Issues

Dougherty County Facilities Management needs to purchase furniture for the Tag and Tax Office. This request is in conjunction with the interior renovation being bid to increase the services provided to citizens of Dougherty County. The recommendation is to purchase furniture on the State contract. This is a time-sensitive request due to the upcoming renovation. Once ordered, the furniture will ship in approximately 8-12 weeks and needs to be installed during the renovation, after the flooring is installed.

Recommended Action

Recommend Dougherty County Commission accepts the quote from Advent Business Interiors (Leesburg, GA) for the furniture replacement and upgrade for a total expenditure of \$36,924.76.

Funding Source

SPLOST VI-Tag and Tax Offices furniture replacement and upgrade

State Contract

Advent Business Interiors (Leesburg, Ga) \$36,924.76

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR EXECUTION OF THE CONTRACT TO ACCEPT THE
BID TO PROVIDE FOOD SERVICES FOR THE DOUGHERTY COUNTY JAIL FROM THE
LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING SPECIFICATIONS,
TRINITY SERVICES GROUP; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS
IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, Dougherty County, Georgia issued a bid invitation to provide food services for the Dougherty County Jail and received two bids for the said scope of work;

WHEREAS, the Dougherty County Administrator and Sheriff’s Office recommend that Dougherty County accept the bid to provide food services for the Dougherty County Jail from the lowest responsive and responsible vendor meeting specifications, Trinity Services Group out of Oldsmar, Florida, in the amount of \$811,340.00, subject to execution by the County Administrator;

WHEREAS, funding for food services to the Dougherty County Jail was budgeted in the amount of \$800,000.00 and will be provided from the General Fund, and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing the contract to accept the bid for provide food services for the Dougherty County Jail with Trinity Services Group attached hereto and specifically incorporated herein by reference.

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

SECTION I The attached contract to accept the bid from Trinity Services Group to provide food services for the Dougherty County Jail is hereby approved and the County Administrator is hereby authorized to execute same. The County Administrator along with any other appropriate County personnel is hereby authorized to execute any and all other documents necessary to full implementation of said contract.

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

This the 1st day of May, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST

County Clerk



PROCUREMENT RECOMMENDATION

DATE: April 20, 2023

TITLE: DOCO Jail Food Service

DEPARTMENT: DOCO Jail

REFERENCE NUMBER: 23-074

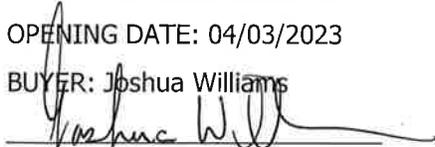
ACCOUNT NUMBER: General Fund

OPENING DATE: 04/03/2023

BUDGETED AMOUNT: \$800,000.00

BUYER: Joshua Williams

DEPARTMENT CONTACTS: John Ostrander


Joshua Williams, Interim Procurement Manager

RECOMMENDATION:

Recommend contracting with **Trinity Services Group of Oldsmar, Florida** to provide food services for the DOCO Jail for a total annual expenditure of **\$811,340.00**.

BACKGROUND INFORMATION:

Bid Ref. #23-074 was advertised in the local paper, on the local access channel, social media and the Georgia Procurement Registry. The bid opening was April 3, 2023. Two (2) vendors submitted a bid. The scope of this project is for the vendor to provide two (2) hot meals with a sack lunch, seven days per week per menus approved by DOCO staff. A Proposal Analysis Group consisting of DOCO Jail staff including Col. John Ostrander, Maj. Allen Brock, Capt. Pam Coley and Lt. Carla Watson evaluated proposals on Qualifications & Experience, Operational Work Plan, Fees and Quality of Response.

Trinity Services group is the selected vendor and staff is seeking approval.

Col. John Ostrander, Jail Director, concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

APPROVED

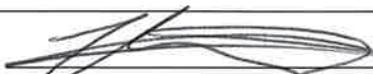
DISAPPROVED

HOLD

COMMENTS:

4-21-23

DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Tabulation Sheet

CENTRAL SERVICES

City of Albany
 Central Services Department
 Procurement Division

Project: DO. CO. Jail Food Service
 Ref No.: 23-074

<i>EVALUATION CRITERIA</i>	<i>POINTS ALLOWED</i>				
Qualifications & Experience	10				
 <i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>AVERAGE</i>
Summit	20	20	20	20	20.00
Trinity	20	20	20	20	20.00

<i>EVALUATION CRITERIA</i>	<i>POINTS ALLOWED</i>				
Operational Work Plan	25				
 <i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>AVERAGE</i>
Summit	20	20	20	20	20.00
Trinity	35	35	35	35	35.00

<i>EVALUATION CRITERIA</i>	<i>POINTS ALLOWED</i>				
Fees (Cost)	15				
 <i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>AVERAGE</i>
Summit	10	10	10	10	10.00
Trinity	25	25	25	25	25.00

City of Albany
Central Services Department
Procurement Division

Project: DO. CO. Jail Food Service
Ref No.: 23-074

EVALUATION CRITERIA
Quality of Response

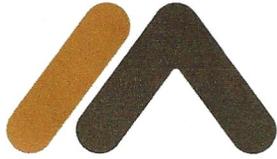
POINTS ALLOWED
30

<i>PROPOSER</i>	<i>#1</i>	<i>#2</i>	<i>#3</i>	<i>#4</i>	<i>AVERAGE</i>
Summit	15	15	15	15	15.00
Trinity	15	15	15	15	15.00

TOTALS:

Trinity	95
Summit	65

EVALUATORS:
John Ostrander, Do. Co. Jail
Carla Watson, Do. Co. Jail
Pam Coley, Do. Co. Jail
Allen Brock, Do. Co. Jail



Proposed
Dougherty County Community Building
Putney Park
Dougherty County, GA

**Conceptual Construction Cost Estimate &
Project Cost Estimate**

Covered Drop-Off, Entry Vestibule, Small Lobby, Flexible Community Room, Loose Furniture/Misc. Storage Room, Catering Kitchen, Kitchen Pantry/Storage Room, ADA Accessible Men's and Woman's Restrooms, Custodial Space, Supplies/Support Storage, Mechanical/Plumbing Room, Electrical/Security System/Tele/Data Room, Exterior Storage

March 30, 2023

ARCHITECTURE

PLANNING

SPACE PLANNING

INTERIORS

Building & Site		
1.	Site Utilities for Water (water line, tap, etc.) and Sewer (6" piping) - Allowance	\$30,000
2.	Parking Lot and Striping - Allowance	\$50,000
3.	Sitework Grading & Improvements, Sidewalks, H/C Signage, Landscaping	\$50,000
4.	Exterior Signage	\$4,500
5.	Privacy Screening (at Kitchen and trash bins)	\$15,000
6.	Construction cost for basic Community Building, wood frame construction with brick facades. (See Note 1) 3,000 GSF (heated/cooled) x \$160/GSF	\$480,000
7.	Construction cost for front covered entry, exterior storage. 550 GSF x \$90/GSF	\$49,500
8.	Security System with Cameras and Remote Access - Allowance	\$12,000
9.	Total Estimated Building/Site Construction Cost	\$691,000

Fixed & Loose Equipment/Furniture		
10.	Catering Kitchen Cabinetry (base cabinets, counters, overhead cabinets), 2 range/ovens/ 2 microwaves, 2 dishwashers, 2 refrigerators, 1 freezer, ice maker	\$40,500
11.	Miscellaneous Equipment (Lump Sum Allowance)	\$15,000
12.	Loose Furniture (chairs, tables, podium), Storage Shelving	\$50,000
13.	Total Estimated Fixed/Loose Equipment/Furniture	\$105,500
Related Project Costs/Soft Costs		
14.	Soil Boring Testing of Site	\$4,000
15.	Property Survey, Staking and Civil Engineering	\$12,000
16.	Estimated Professional Fees (Architect, Mechanical, Plumbing, Electrical Engineers <u>with</u> Related Expenses \$6,000 included).	\$81,000
17.	Total Estimated Related Project Costs/Soft Costs	\$97,000
Subtotal		\$893,500
18.	Project Contingency @ 10% of Each Category	\$89,350
Total Estimated Project Cost		\$982,850

NOTES:

1. Building Construction Cost assumes wood framed building with pre-engineered wood roof trusses, building with brick facades, 50-year roof shingles, interior partitions of wood studs and drywall - painted, vinyl plank floor coverings, suspended acoustical tile ceiling, gypsum board sub-ceiling, standard finishes.
2. Costs are estimated based on current market conditions/pricing as of March 30, 2023 (unpredictable market).
3. Costs are estimated based on standard Dougherty County competitive bid process.
4. Costs are estimated on standard market condition wage and labor rates.
5. Construction Cost line Item costs include Contractor OH&P, insurance, permitting.
6. Items/Costs include Code-required items to obtain a Certificate of Occupancy (CoO).

Prepared by:

David Maschke



Annual Maintenance and Operations Cost Estimate
for
Proposed Dougherty County Community Building
Putney Park
Dougherty County, GA
April 20, 2023

Preliminary
Draft

ARCHITECTURE

PLANNING

SPACE PLANNING

INTERIORS

Site & Building Maintenance Costs		Annual
1.	Parking Lot & Sidewalks \$100 per month x 12 months =	\$1,200
2.	Landscape & Irrigation System \$250 per month x 12 months =	\$3,000
3.	Exterior Lighting \$20 per month x 12 months =	\$240
4.	Signage & Miscellaneous \$40 per month x 12 months =	\$480
5.	Building Exterior \$50 per month x 12 months =	\$600
6.	Building Interior \$100 per month x 12 months =	\$1,200
7.	Total Estimated Site & Building Maintenance	\$6,720
Site & Building Operational Costs		
8.	Exterior Lighting \$50 per month x 12 months =	\$600
9.	Building Utilities (Electrical, Water, Sewer) \$800 per month x 12 months =	\$9,600
10.	Cable/Internet \$150 per month x 12 months =	\$1,800
11.	Security System Monitoring \$50 per month x 12 months =	\$600
12.	Custodial Services \$200 per month x 12 months =	\$2,400
13.	Custodial/Cleaning Supplies (Cleaners, Chemicals, Trash Bags, Etc.) \$100 per month x 12 months =	\$1,200
14.	Restroom/Kitchen Supplies & Paper Goods \$175 per month x 12 months =	\$2,100

15.	Repairs/Service Budget \$150 per month x 12 months =	\$1,800
16.	Trash Removal Services \$100 per month x 12 months =	\$1,200
17.	Total Site & Building Operational Costs	\$21,300
18.	Subtotal Estimated Maintenance and Operations Cost per Year (Year 1)	\$28,020
19.	Contingency @ 10% of Subtotal	\$2,800
Total Estimated Maintenance and Operations Cost per Year (Year 1)		\$30,820

NOTES:

1. The Estimated Costs for Maintenance are for Year 1. The Costs shown reflect that for Year 1 the Contractor will be responsible for construction-related repair items under the Contractor's Warranty. In future years, Site and Maintenance Costs may be more.
2. The Estimate does not include Preventative Maintenance (PM) on HVAC equipment.
3. The monthly costs for items such as Utilities, Custodial Services, Custodial/Cleaning Supplies, Restroom/Kitchen Supplies & Paper Goods and Repairs/Service Budget will vary monthly depending on Building Operation, number of events in a month, and weather conditions (Utilities).
4. Costs of monthly Operational Costs may be partially offset if User Fees are charged for non-governmental events.
5. Costs for Building Insurance and Liability is not included in this Estimate.

Prepared by:

David Maschke

**A RESOLUTION
ENTITLED
A RESOLUTION FOR APPROVAL TO FUND TOTAL FEES AND RELATED
EXPENSES FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PUTNEY
PARK MULTI-GENERATIONAL FACILITY AS PROPOSED BY MASCHKE
ASSOCIATES; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, Maschke Associates out of Albany, Georgia, prepared a proposal to provide architectural and engineering services for the Putney Park multi-generational facility in the amount of \$93,000.00;

WHEREAS, having considered said proposal, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving funding for the proposed architectural and engineering services for the Putney Park multi-generational facility to be performed by Maschke Associates for the total amount of \$93,000.00, funding for which is available in SPLOST VII.

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 Funding for architectural and engineering services for the Putney Park multi-generational facility as set forth in the attached proposal prepared by Maschke Associates in total amount of \$93,000.00 is hereby approved and the County Administrator is authorized to execute any and all documents necessary to the full implementation of the same.

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

This the 1st day of May, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



April 27, 2023

via Email
4/27/2023

Mr. Michael McCoy
County Administrator
Dougherty County
222 Pine Avenue, Suite 540
Albany GA 31701
Ph: (229) 431-2121
Email: mmccoy@dougherty.ga.us

ARCHITECTURE

PLANNING

SPACE PLANNING

INTERIORS

**Re: Fee Proposal – Professional Design Services
Community Building, Putney Park
Dougherty County
Albany, Georgia**

Dear Mr. McCoy,

In response to your request, I am submitting this Proposal to provide required Building Program Development Phase Services, Design Phase Services, Construction Documents Phase Services, Bidding Phase Services and Construction Administration Services for the above referenced project.

I. Project Scope as of March 30, 2023

- A. Site: Putney Park, west portion of site fronting on Radium Springs Road.
- B. Building Size/Square Footage: 3,000 gross square feet (maximum).
- C. Building Spaces/Rooms: Building Program to be developed as part of services noted in first paragraph above. Initial conceptual listing of spaces as indicated on the attached Conceptual Construction Cost Estimate & Project Cost Estimate dated March 30, 2023 including: Covered Drop-Off, Entry Vestibule, Small Lobby, Flexible Community Room, Loose Furniture/Misc. Storage Room, Catering Kitchen, Kitchen Pantry/Storage Room, ADA Accessible Men's and Woman's Restrooms, Custodial Space, Supplies/Support Storage, Mechanical/Plumbing Room, Electrical/Security System/Tele/Data Room, Exterior Storage.
- D. Site Requirements/Parking, Etc.: Undefined at this time. These will be identified during Building Program Development Phase.

E. Total Project Budget estimated as of March 30. 2023: \$982,850.

II. Project Phasing:

This project will entail Five Phases: Building Program Development Phase, Design Phase, Construction Documents Phase, Bidding Phase and Construction Administration Phase.

III. Scope of Services:

Phase 1 : Building Program Development Phase:

- A. Review with the Dougherty County Administrator and other Dougherty County staff as directed, the desired functions and options for the new facility. Note: This may also include the use of the facility as a Voting Precinct. The facility will not include a Safe Room.
- B. Meet with Dougherty County personnel to review the project scope and to discuss in detail, the needed Spaces, Equipment and Function/ Operation for the proposed facility.
- C. Evaluate the designated site for the new facility and provide an analysis of the site.
- D. Maschke Associates will visit other in-county community facilities in Dougherty County to evaluate those facilities and collect recommendations for the new Dougherty County Facility.
- E. A Building Program based on research, recommendations, Code requirements, site requirements, and needs will be developed and submitted to the Dougherty County Administrator for review, comments and approval.

Phase 2: Design Phase:

- A. Based then on the approved Building Program, a Concept Design will be prepared.
- B. The Concept will be presented to the Dougherty County Administrator and the Commission Recreation Committee at a conference and reviewed in detail to fine tune the project.
- C. Included for presentation at the conference will be an updated estimated construction cost and project cost estimate for the project.
- D. Upon approval, the completed Concept will be the basis for the design for further development in the Design Phase.

- E. Perform additional field work as required on the designated site.
- F. Develop the Design for the new facility in greater detail including Architectural, Structural, Mechanical (Plumbing and HVAC), Electrical and overall site design.
- G. Consult with Engineers, as needed, to ensure quality, coordination and completeness of the proposed design.
- H. Conduct design progress, coordination and review meetings as required. Upon approval from Dougherty County, initiate development of Construction Documents.
- I. The Design will be presented to the Dougherty County Administrator and the Commission Recreation Committee at a conference and reviewed in detail.
- J. Included for presentation at the conference will be an updated estimated construction cost and project cost estimate for the project.
- K. Upon approval, the completed Design will then move onto the Construction Documents Phase.

Phase 3: Construction Documents Phase:

- A. Based then on the approved Design, Construction Documents will be prepared.
- B. Construction Documents shall include development of detailed drawings and specifications for the new facility and site.
- C. Prepare reproducible and electronic Bid Documents including drawings, technical specifications, project manual and bid requirements ready for Bidding.
- D. Submit final Bid Documents to Dougherty County Administrator and Commission Recreation Committee for review and approval with updated Cost Estimate.
- E. Submit Bid Documents to Dougherty County Building Inspection Department for review prior to Permitting.
- F. Provide Final Bid Documents to Dougherty County Administration Office for submittal to Albany Central Services for posting on Procurement site and distribution to Bidders.

Phase 4: Bidding Phase:

- A. Assist County Administration Office with written Invitation to Bid for Procurement review and publication in local legal organ and posting on County website.
- B. Assist with conducting Pre-Bid Conference to familiarize potential Bidders with the project and to answer questions.
- C. Issue written Addenda as required.
- D. Assist with Bid Opening and develop Bid Tabulation.
- E. Evaluate Bids and submit written recommendation for Award of Construction Contract.
- F. Attend County Commission Meeting to present Project and Bids (if needed).
- G. County to issue Construction Contract to successful Bidder.

Phase 5: Construction Administration Phase:

- A. Conduct Pre-Construction/Mobilization Conference (Architect and Engineers).
- B. Process Project Submittals and Shop Drawings for materials and systems as submitted by the Contractor. Maintain Submittal Log.
- C. Conduct periodic on-site inspections and issue written reports (Architect and/or Engineer).
- D. Respond to Contractor's requests for information and questions. Issue written responses as required.
- E. Review Contractor Payment Requests and submit to Dougherty County for further processing.
- F. Review Change Order Proposals, if required, (up to 2) and submit to Dougherty County with recommendations.
- G. Conduct Substantial Completion Inspection and submit written report (Architect and Engineers).
- H. Conduct Final Inspection and submit report (Architect and Engineers).
- I. Process Close-Out Documents and Contractor's Final Payment Request.

- J. Respond to Dougherty County questions and inquiries throughout the Construction Phase.

IV. Design Team

- A. The Design Team will be headed by David Maschke and Maschke Associates.
- B. All Consulting Engineers including Civil (Site), Structural, Mechanical and Electrical Engineers shall be local Dougherty County based firms to the greatest extent possible. We are committed to Dougherty County and using local firms and suppliers whenever possible.

V. Contract

- A. The Contract Agreement for this Project is proposed to be the Abbreviated Form of Agreement between Owner and Architect (for Projects of Limited Scope), AIA Form B151 (attached).

VI. Fees and Reimbursable Expenses:

- A. As requested, for the services outlined in this Proposal, Maschke Associates proposes a Lump Sum Fee to include Architectural and Engineering Services, (Civil, Structural, Mechanical, Electrical).
- B. Lump Sum Fee shall be based on Construction Cost and Project Cost Estimate dated March 30, 2023 (attached).

i.	Property Survey, Staking and Civil Engineering:	\$12,000
ii.	Professional Fees (Architect, Mechanical, Plumbing, Electrical Engineers <u>with</u> Related Reimbursable Expenses \$6,000 included):	\$81,000
iii.	Total Fees with Related Expenses:	\$93,000

- C. Fee includes Architectural and Engineering Services. Fee does not include Soil Boring Testing of site (budget \$4,000 for borings).
- D. Fee does not include the Site Legal Description or Legal Services. These items are typically provided by the County Attorney.

E. Additional Services:

If Additional Services are requested or required, services shall be approved in writing by Dougherty County and billed based on Design Team Standard Hourly Rates for 2023.

F. Reimbursable Expenses:

- i. Expenses shall be billed at cost plus 30% handling fee. Receipts will be provided to the Client. Standard Reimbursable Expenses shall include long distance telephone, postage, shipping, reproduction of documents, out-of-town mileage, out-of-town lodging, out-of-town meals and other typical project related expenses. Budgeted at \$6,000, see Item B,ii above.
- ii. Out-of-town mileage is billed at 60 cents per mile. Time for out-of-town travel (if any) is billed portal to portal.
- iii. In-town mileage (Dougherty County) is not charged.

If you have any questions, please call my cell (229) 349-1171 or email me.

Thank you for the opportunity to submit this Proposal.

Submitted by: _____



David Maschke
Maschke Associates, Inc.

Attachments: Conceptual Construction Cost Estimate & Project Cost Estimate dated March 30, 2023 (2 pages)
AIA Form B151: Abbreviated Form of Agreement between Owner and Architect (8 pages)



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the _____ day of _____ in the year of
Nineteen Hundred and _____

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and Architect agree as set forth below.

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copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and

they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Con-

ditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of Drawings and Specifications;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- .9 expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set

forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

**ARTICLE 11
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF _____ Dollars (\$))
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable _____ days from the date of the Architect's invoice. Amounts unpaid _____ days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

**A RESOLUTION
ENTITLED
A RESOLUTION FOR APPROVAL, ACCEPTANCE AND EXECUTION OF
MEMORANDUM OF UNDERSTANDING BETWEEN MARINE CORPS LOGISTICS
BASE AND ALBANY AND DOUGHERTY COUNTY POLICE DEPARTMENTS,
ALBANY FIRE DEPARTMENT AND DOUGHERTY COUNTY SHERIFF’S OFFICE;
REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia has considered and is hereby desirous of approving and adopting a certain Memorandum of Understanding between the Marine Corps Logistics Base and the Albany and Dougherty County Police Departments, Albany Fire Department and Dougherty County Sheriff’s Office for the purpose of providing Heightened Security Threat-Code Red/Blue Dart notifications,

WHEREAS, the Dougherty County Administrator and Police Chief recommend approval of the same;

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

SECTION I The attached Memorandum of Understanding between the Marine Corps Logistics Base and the Albany and Dougherty County Police Departments, Albany Fire Department and Dougherty County Sheriff’s Office for the purpose of providing Heightened Security Threat-Code Red/Blue Dart notifications is hereby approved and adopted and the Dougherty County Chairman, Administrator, Sheriff, Police Chief and Fire Chief are hereby authorized to execute any and all other documents necessary to the full implementation of said Memorandum of Agreement.

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

This the 1st day of May, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARINE CORPS LOGISTICS BASE ALBANY, GEORGIA
AND
ALBANY AND DOUGHERTY COUNTY POLICE DEPARTMENTS,
ALBANY FIRE DEPARTMENT
AND
DOUGHERTY COUNTY SHERIFF**

This Memorandum of Understanding (MOU), M67008-230210-U001, is entered into by and between The Albany and Dougherty County Police Departments, Albany Fire Department and Dougherty County Sheriff hereinafter referred to as SUPPLIER, and Marine Corps Logistics Base (MCLB), Albany, Georgia, hereinafter referred to as RECEIVER and referred to collectively as the PARTIES.

1. **AUTHORITIES**. The following references provide authority and additional guidance relevant to the provisions of this understanding.

1.1. Department of Defense Instruction (DODI) 3025.21, Defense Support of Civilian Law Enforcement Agencies

1.2. DoDI 4000.19, Support Agreements

1.3. MCLB Albany Base Order 4400.46H, Support Agreement Program

1.4. MOU M67008-210405-U005 Georgia Hospital Emergency and Administrative Radio (HEAR) network

2. **PURPOSE**. This MOU is to document the services provided by the SUPPLIER to the RECEIVER in cases of a Heightened Security Threat-Code Red/Blue Dart notification aboard MCLB Albany.

3. **UNDERSTANDING OF THE PARTIES**. The Parties to this MOU agree as follows:

Subj: HEIGHTEN SECURITY THREAT-CODE RED/BLUE DART NOTIFICATION

3.1. The SUPPLIER will:

3.1.1. Provide the RECEIVER addition police patrols along the perimeters of Fleming, Johnson and Mock Roads around the MCLB fence line when a Heightened Security Threat-Code Red notification is issued.

3.1.2. Notify and or activate depending on scale of incident the Dougherty County Emergency Operations Center (EOC) and 911 call center in conjunction with RECIEVER EOC and MCLB Albany 5911 call center for communicating together.

3.1.3. Ensure a Heightened Security Threat-Code Red notification is sent to all relevant personnel advising them of the threat and response, along with notification to the Albany Mayor, County Chairman, City Manager and County Administrator.

3.1.4. Execute a mass notification of local law enforcement and public safety partners of the threat.

3.2. The RECEIVER will:

3.2.1. Contact the SUPPLIER with Heightened Security Threat-Code Red notification.

3.2.2. Notify and or activate depending on scale of incident the MCLB Albany (EOC) in conjunction with the Dougherty County EOC and MCLB emergency dispatch call center in conjunction with SUPPLIER EOC and 911 call center for communicating together.

3.2.3. Provide briefings from Marine Corps Police Department and Naval Criminal Investigation Service (NCIS) to Albany Police Departments Criminal Intelligence Analysis Unit (CIAU), Georgia Bureau of Investigation (GBI) and the Federal Bureau of Investigations (FBI) on status of a Code Red Threat.

4. **PERSONNEL**. Each PARTY is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each PARTY is responsible for supervision and management of its personnel.

Subj: HEIGHTEN SECURITY THREAT-CODE RED/BLUE DART NOTIFICATION

5. **GENERAL PROVISIONS**

5.1. Points of Contact (POC). Parties are to use the following POC to communicate in the implementation of this MOU. Each PARTY may change its point of contact upon reasonable notice to the other PARTY.

5.1.1. For the SUPPLIER

5.1.1.1. Albany Police Department:
Albany Police Chief
Phone: (229) 431-2100

5.1.1.2. Dougherty County Police Department
Dougherty County Police Chief
Phone: (229) 430-6600

5.1.1.3. Albany Fire Department
Albany Fire Chief
Phone: (229) 302-1917

5.1.1.4. Dougherty County Sheriff's Office
Dougherty County Sheriff
Phone: (229) 302-3600

5.1.2. For the RECIEVER

5.1.2.1. Support Agreement Specialist
Business Performance Office
Phone: (229) 639-7494

5.1.2.2. Police Chief, Marine Corps
Marine Corps Police Department
Phone: (229) 639-7592

5.2. Correspondence: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed,

5.2.1. if to the SUPPLIER, to

5.2.1.1. Albany Police Department
201 W. Oglethorpe Blvd
Albany, GA 31701

Subj: HEIGHTEN SECURITY THREAT-CODE RED/BLUE DART NOTIFICATION

5.2.1.2. Dougherty County Police Department
2106 Habersham Rd.
Albany, GA 31701

5.2.1.3. Albany Fire Department
320 N. Jackson Street
Albany, GA 31701

5.2.1.4. Dougherty County Sheriff
225 Pine Avenue
Albany, GA 31701

5.2.1. and, if to the RECEIVER, to

5.2.1.1. Commanding Officer
Marine Corps Logistics Base
814 Radford Blvd, Suite 20302
Albany, GA 31704-0302

5.3. Review of Agreement. This MOU will be reviewed mid-point of its term, in its entirety.

5.4. Modification of Agreement. This MOU may only be modified by the written agreement of the PARTIES, duly signed by their authorized representatives.

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

5.6. Termination of Agreement. This MOU may be terminated by either PARTY by giving at least 90 days written notice to the other PARTY. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

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

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

Subj: HEIGHTEN SECURITY THREAT-CODE RED/BLUE DART NOTIFICATION

5.9. Effective Date. This MOU takes effect beginning on the day after the last PARTY signs.

5.10. Expiration Date. This Agreement will remain in effect for nine years, unless otherwise modified or canceled.

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

6. **FINANCIAL DETAILS**. This MOU does not provide for reimbursement between the PARTIES.

7. **APPROVAL**:

FOR MARINE CORPS LOGISTICS BASE ALBANY

SEAN L. LAMONZS Date
Police Chief

M. J. FITZGERALD Date
Colonel, Commanding Officer

