



REGULAR MEETING

June 07, 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. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the May 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. Review of the Group Health Plan and its impact on the FY22 Budget. Health Plan Consultant Tammi Starkey will address.
 - b. CEO of the Georgia Music Association Henry Thomas present to update the Commission on the upcoming event in the community.

7. Purchases.
 - a. Consider for action 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. **ACTION:**

8. Additional Business.
 - a. Consider for action 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. **ACTION:**
 - b. Consider for action the Resolution declaring a 2014 Ford F250 (from the Dougherty County Police Department) as surplus and authorize the sale through Underwriters Safety & Claims. **ACTION:**
 - c. Consider for action 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. **ACTION:**
 - d. Consider for action 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. **ACTION:**
 - e. Consider for action 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 is present to address. **ACTION:**
 - f. Consider for action 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 have been provided by ACCG. Assistant County Administrator Scott Addison will address. **ACTION:**
 - g. Consider for approval 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 will address. **ACTION:**
 - h. Presentation of the General Fund Budget Projections. Financial Advisor Ed Wall will address.
 - i. 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 will address. **See Budget Books.**
 - j. Discussion of the Fiscal Year 2022 Budget Request by Coroner Michael Fowler.

9. Updates from the Assistant 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
WORK SESSION MEETING MINUTES

DRAFT

May 10, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on May 10, 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 April 19th Regular Meeting and April 26th Special Called Meeting.

The Chairman recognized Board of Tax Assessors member J. Bruce Gunnels for 24 years of service.

The Chairman called for a discussion of the recommendation to accept the bid to contract with LRA Constructors, Inc. (Albany, Georgia) to rehab the Historic Spring Run Bridge in Radium Springs for a total expenditure of \$679,100. Two bids were received with the highest being \$971,000. Funding will be provided by TSPLOST and a State Grant. The project is a reimbursable expense. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and Public Works Engineer Jeremy Brown were present. Mr. Addison stated that money will be used by TSPLOST and reimbursed by the DNR state grant. Mr. Brown addressed Commissioner Johnson's question on the bid variance and DNR's role in this project. There were additional questions from the Chairman and Commissioner Edwards that were addressed specifically noting that the boards [of the bridge] will be restored to maintain the historical nature. The Chairman shared some positive comments received from the community and thanked staff for the work done.

The Chairman called for a discussion of the recommendation to accept the proposal from Edge Aquatic Services (Soperton, GA) for the chemical treatment & management of hydrilla in Radium Springs for an annual price of \$12,800, with the option to renew the services for consecutive one-year periods for two additional years. Three quoted proposals were received with the highest having an annual cost of \$24,000. Funding is available in the General Fund. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and Project Engineer Jeremy Brown were present. Three vendors who specialize in hydrilla dosage were contacted for quotes. The proposed vendor will monitor the water, springs, creek, and spray at the appropriate

time. Additionally, if there is a need in the future, the rate will be prorated for services where others were proposing to charge a full fee. There was additional discussion regarding hydrilla that occurred.

The Chairman called for a discussion of the recommendation to purchase a six-inch compressor-assisted, trailer mounted pump for Public Works from the Sourcewell Contract holder Thompson Pump (Port Orange, FL) in the amount of \$39,779. The equipment will be used during flooding events. Funding is budgeted in SPLOST VI. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook was present. Mr. Addison said that this was a regular replacement.

The Chairman called for a discussion of the recommendation to accept the task order for Solid Waste for the Site Acceptability Study and Report and D&O Plans for the expansion of the MSW and C&D landfills at the Fleming/Gaissert Road Landfill with the current vendor Atlantic Coast Consulting (Savannah, GA) in the amount not to exceed \$500,000. Funding is available in the Solid Waste Capital Outlay. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith and Consultant Marc Liverman were present. Mr. Addison said that this was a two-fold request for long-term planning and regulatory requirements. He said that the request will allow permitting of all usable space. He suggested submitting plans early because it may take up to 5 years for the state to approve.

The Chairman called for a discussion of the recommendation to accept a resolution on behalf of the District Attorney's Office for the County to receive a supplement for State paid employees. A resolution is now required for the FY 2022 State Paid County Reimbursed (SPCR) Contract. District Attorney Greg Edwards addressed. The Chairman stated that this is an administrative request for the process that has been in place. Attorney Edwards shared that there was only a personnel change (Donna Garcia replaced Tonya Hall). Under discussion, Commissioner Edwards commended the District Attorney and his office for the work done with the crime stoppers.

Commissioner Edwards recognized Tax Assessor Board member Larry Thomas who was present.

There being no further business to come before the Commission, the meeting adjourned at 10:27 a.m.

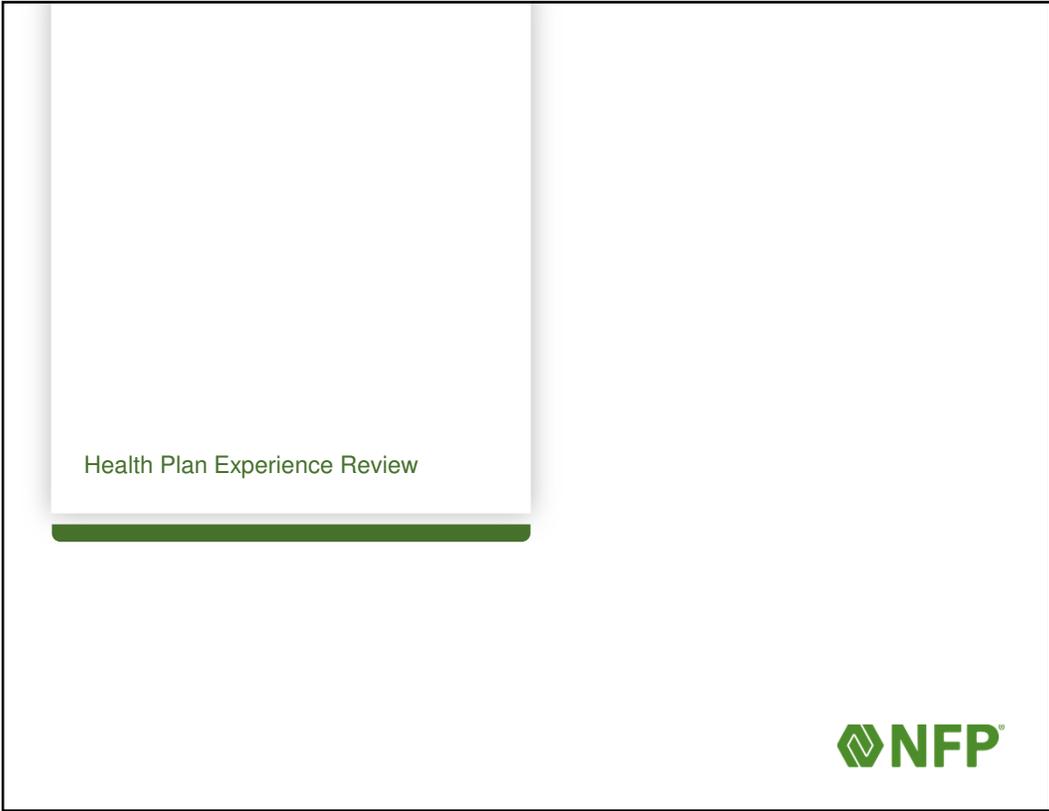
CHAIRMAN

ATTEST:

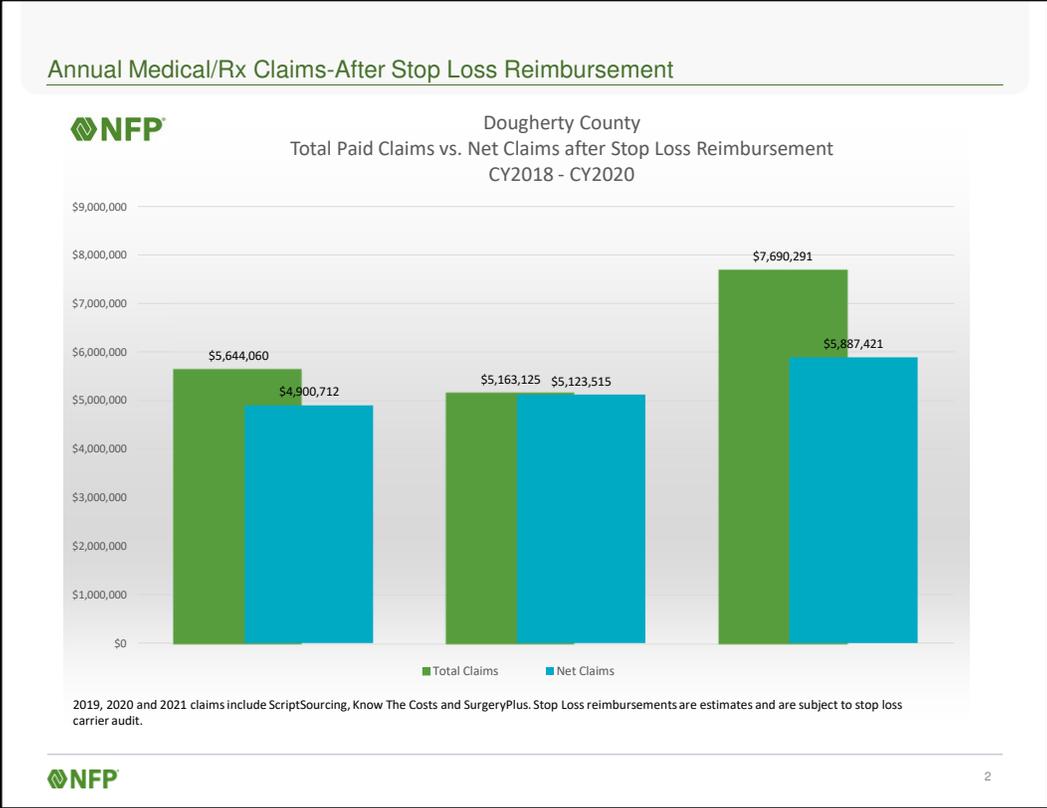
COUNTY CLERK



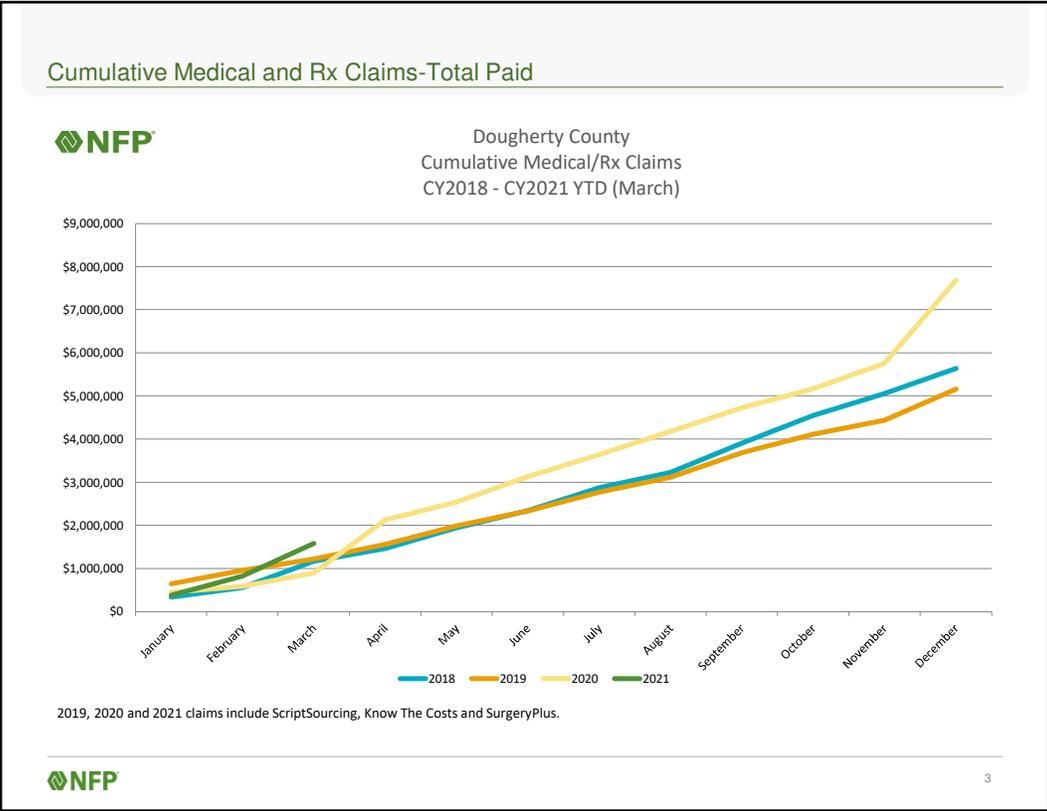
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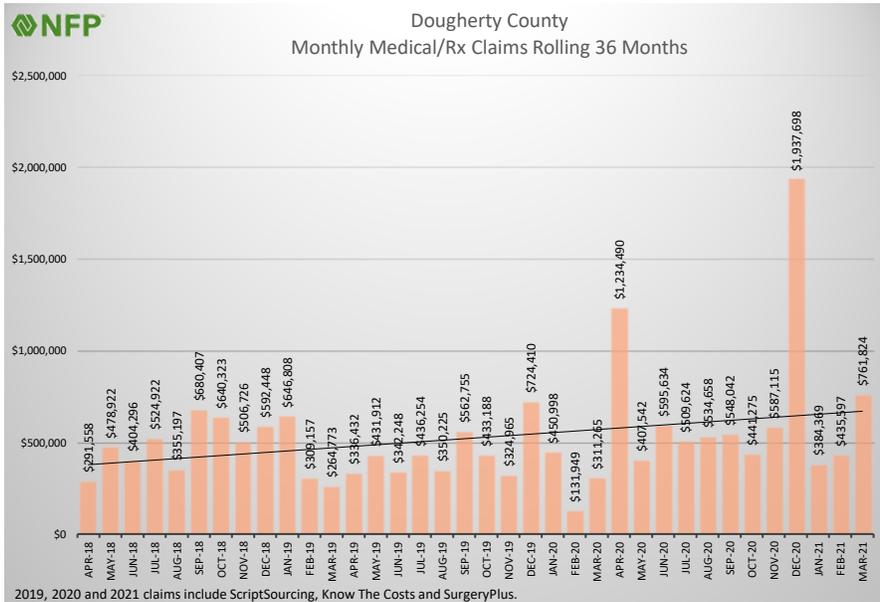


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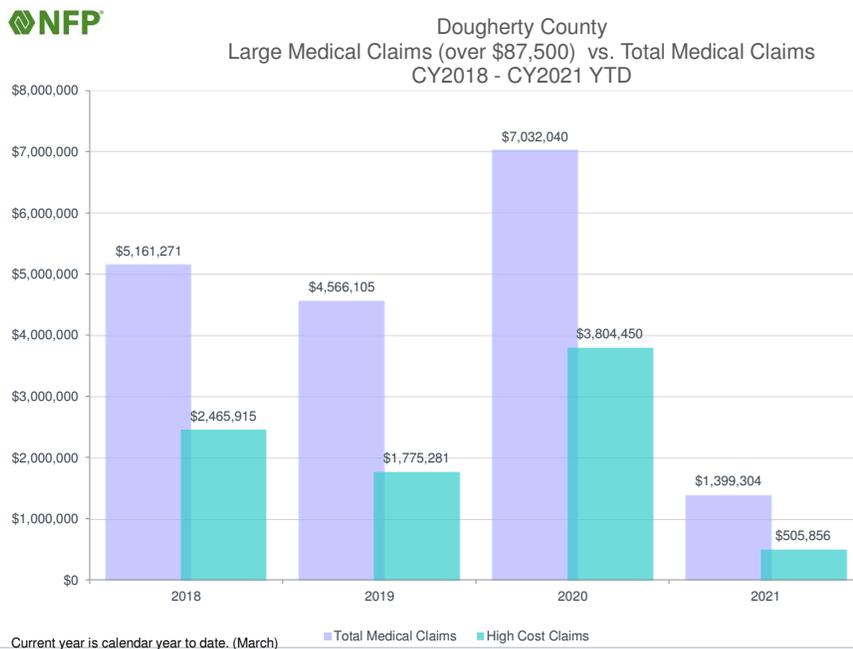
3

Monthly Medical/Rx Claims Rolling 36 Months



4

High Cost Claims vs. Total Medical Claims CY201 – CY2021 YTD (March)



5

High Cost Medical Claims-2020

| Rank | Active (Yes / No) | Primary Health Condition Category | Most Recent Month Paid | Total Paid YTD | Over Stop Loss |
|--------------|-------------------|-----------------------------------|------------------------|--------------------|--------------------|
| 1 | No | Sepsis | \$1,341,058 | \$1,466,719 | \$1,291,719 |
| 2 | No | Hepatic failure | \$0 | \$628,505 | \$453,505 |
| 3 | Yes | Cerebral Infarction | \$32,791 | \$220,383 | \$45,383 |
| 4 | Yes | Pancreatic cancer | \$42,585 | \$186,255 | \$11,255 |
| 5 | Yes | End Stage Renal Disease | \$18,815 | \$162,415 | \$0 |
| 6 | Yes | Cerebral hemorrhage | \$55,197 | \$158,290 | \$0 |
| 7 | Yes | Breast Cancer | \$12,729 | \$153,537 | \$0 |
| 8 | No | Acute respiratory failure | \$104 | \$139,589 | \$0 |
| 9 | Yes | COVID-19 | \$2,104 | \$138,012 | \$0 |
| 10 | Yes | Breast Cancer | \$0 | \$132,091 | \$0 |
| 11 | Yes | Malignant neoplasm | \$92,716 | \$118,408 | \$0 |
| 12 | Yes | Diverticulitis | \$1,374 | \$104,516 | \$0 |
| 13 | No | Multiple myeloma | \$703 | \$101,875 | \$0 |
| 14 | Yes | Hernia | \$57,437 | \$93,855 | \$0 |
| Total | | | \$1,657,614 | \$3,804,450 | \$1,801,863 |



6

High Cost Medical Claims-2021, YTD March

| Rank | Active (Yes / No) | Primary Health Condition Category | Most Recent Month Paid | Total Paid YTD | Over Stop Loss |
|--------------|-------------------|-----------------------------------|------------------------|------------------|------------------|
| 1 | Yes | Endocarditis | \$3,024 | \$311,128 | \$136,128 |
| 2 | Yes | Sepsis / COVID-19 | \$190,245 | \$194,728 | \$19,728 |
| Total | | | \$193,269 | \$505,856 | \$155,856 |



7

COVID Financial Impact- 2020 and 2021

COVID-19 Financial Impact Dashboard for

Claims incurred in year = 2020 & 2021

DOUGHERTY COUNTY BOARD OF COMMISSIONERS

Include/Exclude Denied Claims
Excludes

Testing Claims Paid

| Place of Service | Testing for Antibody | | | | Testing for COVID-19 | | | |
|------------------------------|----------------------|-----------------------------|-------------------------------------|---------------------------------|----------------------|-----------------------------|-------------------------------------|---------------------------------|
| | Claims | Total Plan Paid for Testing | Avg Plan Paid for Testing per Claim | Total Plan Paid on Entire Claim | Claims | Total Plan Paid for Testing | Avg Plan Paid for Testing per Claim | Total Plan Paid on Entire Claim |
| OFFICE | 24 | \$1,572 | \$65.49 | \$6,023 | 235 | \$15,932 | \$67.80 | \$44,075 |
| INDEPENDENT LABORATORY | 11 | \$644 | \$58.53 | \$1,057 | 154 | \$14,059 | \$91.29 | \$14,736 |
| ON CAMPUS-OP HOSPITAL | | | | | 89 | \$11,354 | \$127.69 | \$669,490 |
| EMERGENCY ROOM - HOSPITAL | | | | | 30 | \$5,058 | \$168.60 | \$178,144 |
| Walk-in Retail Health Clinic | | | | | 2 | \$47 | \$23.46 | \$47 |
| URGENT CARE FACILITY | | | | | 1 | \$45 | \$45.23 | \$118 |
| Grand Total | 35 | \$2,216 | \$63.30 | \$7,080 | 511 | \$46,505 | \$91.01 | \$906,611 |

Testing Claims still Pending
9

Claims for Confirmed COVID-19 Dx Still Pending
1

Claims for Exposure to COVID-19 Diagnosed or Suspected Individual* Still Pending
10

Claims with Confirmed COVID-19 Diagnosis or Exposure to COVID-19 Diagnosis Paid

Paid Dollars do not include Paid for testing codes counted above

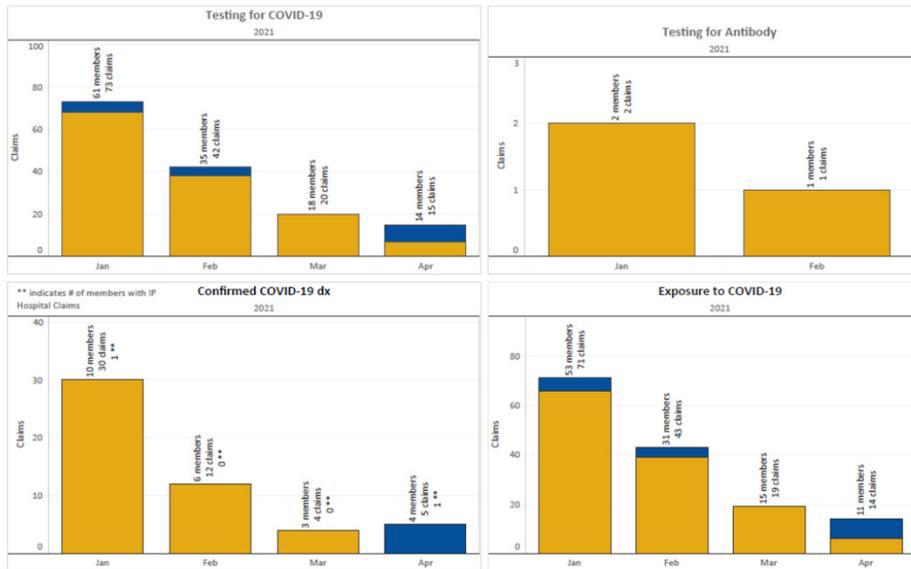
| Place of Service (group) | Confirmed COVID-19 dx | | | Exposure to COVID-19 | | | Grand Total | | |
|-------------------------------|-----------------------|------------|--------------------|----------------------|------------|------------------|------------------|------------|--------------------|
| | # Unique Members | Claims | Plan Paid | # Unique Members | Claims | Plan Paid | # Unique Members | Claims | Plan Paid |
| INPATIENT HOSPITAL | 14 | 201 | \$2,051,210 | 17 | 23 | \$317,308 | 29 | 224 | \$2,368,518 |
| ON CAMPUS-OUTPATIENT HOSPITAL | 4 | 10 | \$1,589 | 51 | 67 | \$479,156 | 54 | 77 | \$480,745 |
| EMERGENCY ROOM - HOSPITAL | 20 | 34 | \$31,516 | 30 | 54 | \$157,926 | 48 | 88 | \$189,442 |
| AMBULANCE - AIR OR WATER | 1 | 2 | \$61,300 | | | | 1 | 2 | \$61,300 |
| OFFICE | 52 | 86 | \$12,901 | 157 | 220 | \$28,135 | 186 | 306 | \$41,036 |
| AMBULANCE - LAND | 4 | 10 | \$2,656 | 8 | 16 | \$3,647 | 11 | 26 | \$6,303 |
| TELEHEALTH | 5 | 6 | \$405 | 9 | 14 | \$3,985 | 14 | 20 | \$4,390 |
| HOME | 4 | 33 | \$2,142 | 1 | 2 | \$1,050 | 5 | 35 | \$3,192 |
| INDEPENDENT LABORATORY | 4 | 6 | \$83 | 109 | 186 | \$2,916 | 111 | 192 | \$3,000 |
| URGENT CARE FACILITY | | | | 5 | 5 | \$668 | 5 | 5 | \$668 |
| WALK-IN RETAIL HEALTH CLINIC | | | | 6 | 7 | \$227 | 6 | 7 | \$227 |
| NURSING FACILITY | 1 | 1 | \$85 | | | | 1 | 1 | \$85 |
| Grand Total | 67 | 389 | \$2,163,888 | 278 | 594 | \$995,019 | 300 | 983 | \$3,158,907 |

Above represents members with claims including COVID-19 testing CPT/HCPCS Codes, members with COVID-19 related Diagnosis Codes on claims, and members with Diagnosis Code for exposure to an individual with COVID-19 on claims ("Exposure to includes: Dx code of Z20.822, Z03.818, Z20.828 which are not exclusive to COVID-19, but also used for "Contact with and (suspected) exposure to other viral communicable diseases"). Members can be counted in multiple boxes if applicable. Meritain makes no representation or warranty of any kind, whether express or implied, with respect to the information in this report and cannot guarantee its accuracy or completeness. Accordingly, Meritain shall not be liable for any act or omissions of third parties made in reliance on the information contained within. Data through May 11, 2021.



8

2021 COVID Claims Trend



9

Plan Year 2021 Cost Stabilization Action Implemented

- Removed unnecessary fixed costs- \$358k
- Plan design changes reduced funding increase by 6.8%, \$366k
- Increase employee contributions 10%
- Increase County contribution 13%
- Improved stop loss reimbursement process to ensure all claims are reimbursed accurately and timely
- Wellness program incentive
 - Early identification of risk factors, resources to improve health

10

10

Initial Budget Projections FY22



11

FY22 Cost Projection

| | FY22 Projection |
|---|--------------------|
| Total Enrollees | 500 |
| Medical and Rx Claims | \$5,283,764 |
| Admin Expenses | \$1,113,814 |
| Additional Program Expenses | \$670,000 |
| Wellness Clinic | \$483,963 |
| Dental Claims and Admin | \$341,573 |
| Total FY22 Cost | \$7,893,114 |
| EE& Retiree Contributions- Medical and Dental | -\$1,106,534 |
| Dougherty County Net Cost | \$6,786,580 |

PEPM Admin Expense= ASO, Stop Loss, Consulting Fees, - Rx Rebates
Additional Program Expenses= Script Sourcing, Know the Costs, Surgery Plus

Assumes 7.3% claims trend
Assumes 3% increase in ASO
Assumes 15% increase in SL

 12

12



13



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: May 19, 2021
Meeting Date: May 24, 2021
Subject/Title: HVAC System for Facilities Management SPLOST Renovation
Presented for: Decision
Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

Dougherty County Facilities Management needs to install a new HVAC System as part of the FMD SPLOST Renovation Project.

History/Facts and Issues

Dougherty County Facilities Management needs to install a new HVAC System as part of the FMD SPLOST Renovation Project. Three quotes were received from Safe Aire Heating and Cooling (Albany, GA), Quality Mechanical Solutions, Inc. (Leesburg, GA), and RHC HVAC (Albany, GA) with the lowest being from Safe Aire Heating and Cooling in the amount of \$47,132.

Recommended Action

Recommend Dougherty County Commission accepts the quote from Safe Aire Heating and Cooling to install a new HVAC System at Facilities Management Department for a total expenditure of \$47,132.

Funding Source

SPLOST VI
SPLOST VII

Quotes meeting specifications

Safe Aire Heating & Cooling (Albany, GA) \$47,132
Quality Mechanical Solutions, Inc (Leesburg, GA) \$47,411.30
RHC Heating and Cooling (Albany, GA) \$49,939.56

**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.**

WHEREAS, Dougherty County, Georgia owns the attached list of equipment and;

WHEREAS, the County has neither an immediate or foreseeable future use for said equipment;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and **IT IS HEREBY RESOLVED** by Authority of same:

SECTION I. That the equipment specified in the list attached hereto are hereby declared surplus and the County Administrator is authorized to dispose of the same.

SECTION II. That the County Administrator or County Clerk are authorized to execute documents necessary to dispose of said equipment.

SECTION III. All resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
Christopher S. Cohilas

COUNTY CLERK
Adopted: June 7, 2021

Dougherty County Courthouse - Furniture Replacement

Item 8a.

| Floor | Room # | Qty # | Photo | Manufacturer | Model # | Description | Notes | Proposed Alternate Photo | Manufacturer | Model # | Description |
|-------|------------------|-------|---|--------------|-------------|-------------------------------|--|--------------------------|--------------|---------|-------------|
| 1st | Lobby (Security) | 4 |  | Unknown | Unknown | Upholstered stool with glides | Counter height: 41.5"-42" to underside of surface | | | | |
| 1st | 102-C | 1 |  | Kimball | 21-3672LMMC | Left-ped Desk, 36 x 72 | Pull-out plastic pencil drawer? Confirm with Heidi. | | | | |
| 1st | 102-C | 1 |  | Kimball | 21-2448RHMC | Right-ped Return, 24 x 48 | | | | | |
| 1st | 102-D | 1 |  | Unknown | Unknown | Double-ped Desk, 30 x 60 | | | | | |
| 1st | 102-D | 1 |  | HON | Unknown | 2-Dwr Vertical File | | | | | |
| 1st | 102-D | 1 |  | Global | 53304 HD07 | Hi-back Desk Chair | | | | | |
| 1st | 102-D | 1 |  | HNI Company | Unknown | Stack Chair | Serial # 3CHMK0  | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Dougherty County Courthouse - Furniture Replacement

Item 8a.

| Floor | Room # | Qty # | Photo | Manufacturer | Model # | Description | Notes | Proposed Alternate Photo | Manufacturer | Model # | Description |
|-------|-----------------|-------|---|------------------|--------------|--|--|--------------------------|--------------|---------|-------------|
| 2nd | 226 | 1 |  | Unknown | Unknown | Console Table, 16 x 53 x 30 | Style & finish to blend with extg. conf. table.  | | | | |
| 2nd | 227-1 | 1 |  | Unknown | Unknown | Computer Desk w/ Hutch, 43.5 x 19.5 x 56.5H | | | | | |
| 2nd | 227-1 | 1 |  | Unknown | Unknown | Laminate Bookcase, 30 x 12 x 72H | Finish to blend with computer desk/hutch | | | | |
| 2nd | 227-2 | 2 |  | Unknown | Unknown | Bank of England style chairs, Oxblood/Burgundy Vinyl, Mahogany Frame | | | | | |
| 2nd | 227-3 Jury Room | 14 |  | Boling Chair Co. | 6712, Walnut | Wooden Chair | Total room replacement, Start Fresh | | | | |
| 2nd | 227-3 Jury Room | 2 |  | Unknown | Unknown | Wood Conference Tables, 36 x 72, Panel Base | Total room replacement, Start Fresh | | | | |
| 2nd | 227-3 Jury Room | 1 |  | Unknown | Unknown | Hi-Back exec chair, loop arm, black vinyl/faux leather | Total room replacement, Start Fresh | | | | |

Dougherty County Courthouse - Furniture Replacement

Item 8a.

| Floor | Room # | Qty # | Photo | Manufacturer | Model # | Description | Notes | Proposed Alternate Photo | Manufacturer | Model # | Description |
|-------|------------------------------|-------|---|------------------|--------------|---|--|--------------------------|--------------|---------|-------------|
| 3rd | 310 | 1 |  | National | Unknown | End Table used for Printer, 19 x 19 x 19 | Remainder of furniture in suite is SC Marbled/Natural Cherry Laminate  | | | | |
| 3rd | 311-A State Court Conference | 2 |  | National | 39U-GRXX | Timberlane Armless Side Chair |  | | | | |
| 3rd | 311-A State Court Conference | 1 |  | Unknown | Unknown | Conference Table, Boat Shape, 42 x 96, Panel Base w/ Pencil Molding | | | | | |
| 3rd | 311-A State Court Conference | 1 |  | National | ECN 1948CSW | Escalade Console Table, 19 x 48 x 30 |  | | | | |
| 3rd | 311-A State Court Conference | 1 |  | Kimball | 92C-2172SW | Storage Credenza, 20 x 72 |  | | | | |
| 3rd | 311-D Judge Stephenson | 1 |  | Boling Chair Co. | 6712, Walnut | Wooden Chair | Will pull a "good" matching chair from elsewhere, since he already has one "good" chair and they need to match. | | | | |
| 3rd | 311-D Judge Stephenson | 1 |  | Unknown | Unknown | Executive Right-Ped Desk, 35 x 70 | Finish of desk matches custom built-ins. Site visit to confirm finish match. | | | | |
| 3rd | 311-D Judge Stephenson | 1 |  | Unknown | Unknown | Executive Left Return, 24 x 48 |  | | | | |

**A RESOLUTION
ENTITLED
A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2014 FORD F250
(VIN NO. 1FTBF2A69EEA35071) AND HAVE SAID SURPLUS 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.**

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a salvaged 2014 FORD F250 (VIN NO. 1FTBF2A69EEA35071) and having said vehicle disposed of a surplus salvaged vehicle through Underwriters Safety and Claims, Dougherty County’s Third Party Administrator.

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

SECTION I Dougherty County’s salvaged 2014 FORD F250 (VIN NO. 1FTBF2A69EEA35071) is hereby declared as surplus property and the County Administrator is hereby authorized to both dispose of said vehicle through Underwriters Safety and Claims, Dougherty County’s Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

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

This the 7th day of June, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Requested Surplus and Disposal to Underwriters Safety and Claims

| Police Department | | |
|--------------------------|-------------------|------------------|
| Description | VIN Number | Condition |
| 2014 FORD F250 | 1FTBF2A69EEA35071 | Non-salvageable |
| | | |

Budget Amendment for 2020-2021

| Account Name | Amount of Request | Calculation/Explanation |
|--------------------------------------|--------------------|--|
| Compensation-Deputy Coroner | \$7,875 | 15 Trips x \$175 per case = \$2,625 \$2,625 x 3 mos.= \$ 7,875 |
| Compensation-Morgue Trips | \$4,500 | 20 Trips x \$75 per trip = \$1,500 \$1,500 x 3 mos. = \$4,500 |
| Transport Service | \$16,500 | 10 Trips x \$550 per transport = \$5,500 \$5,500 x 3 mos. = \$16,500 |
| Vehicle Maint-PW Parts | \$100 | |

*This amount is not included in the recommendation by the Finance Comm. to the Board of Commissioners.

Amount recommended to the Board of Commissioners by the Finance Committee

\$24,475

**Budget History
Dougherty County Coroner
FY2011 - FY2021**

| Fiscal Year | Approved Budget | Adjustment | Revised Budget | Comments |
|-------------|-----------------|------------|----------------|---|
| FY 21 | \$ 190,750 | \$ 20,781 | \$ 211,531 | |
| FY 20 | \$ 192,635 | \$ 5,000 | \$ 197,635 | |
| FY 19 | \$ 181,775 | \$ 5,991 | \$ 187,766 | |
| FY 18 | \$ 175,425 | \$ 14,771 | \$ 190,196 | Salary started 7/1/2017, Morgue Trips @ \$75 each Started 5/30/18 |
| FY 17 | \$ 141,680 | \$ 15,446 | \$ 157,126 | |
| FY 16 | \$ 132,920 | \$ - | \$ 132,920 | |
| FY 15 | \$ 131,102 | \$ 3,503 | \$ 134,605 | |
| FY 14 | \$ 107,790 | \$ - | \$ 107,790 | |
| FY 13 | \$ 132,730 | \$ - | \$ 132,730 | |
| FY 12 | \$ 133,995 | \$ - | \$ 133,995 | Coroner Quimby |
| FY 11 | \$ 137,195 | \$ - | \$ 137,195 | Coroner Quimby |



May 13, 2021

Board of Commissioners Dougherty County
222 Pine Avenue, Suite 540
Albany, Georgia 31701

Dear Commissioners,

Thank you for your continued interest and commitment to providing support for Albany youth through the summer enrichment program. Your offer to financially support the program will allow an expansion in the program for youth most impacted by Covid-19 and other socio-economic barriers. For over 43 years, youth in Albany and Southwest Georgia between the ages of nine and 15 have had the opportunity to participate in a unique summer program that combines recreation, health, nutrition, socialization and academic instruction. Since 1975, over 25,000 youth have participated in the National Youth Sports Program (NYSP) sponsored by Albany State University (ASU). In 2019 the program became known as ASYEP (Albany State Youth Enrichment Program) and your commission graciously supported our program.

The five-week program is a vital component of Albany State University's community engagement programs. ASYEP provides an opportunity for parents to place their children in a safe and nurturing learning environment during the summer. The structured sports, science and math enhancement program targets at-risk and low-income students as participants. The once government supported program, NYSP is no more, and now ASYEP relies on grant support and the support of community partners. Your investment in 2019 supported ASYEP student's participation in field trips to Wild Adventures in Valdosta, GA and All-American Fun Park here in Albany, GA. The financial support was used to provide transportation to these sites.

We ask that you consider supporting the Albany State Youth Enrichment Program, again this year. This year's request will support a much-needed addition to the program, mental health wellness counseling and wellness programming. This specific request is being made as COVID-19 impacted the targeted student population most severely. According to the National Library of Medicine – National Center for Biotechnology Information, services were temporarily less available during the past year and those students who are in need of professional mental health services have experienced some form of disruption. Adding this critical component to AYSEP will be of great benefit to Dougherty County youth who participate. Based upon this addition, we respectfully request that you consider increasing your previous support of this program from \$5,000 to \$15,000. This additional investment will permit us to engage professional counselors specifically for this effort and add mental health wellness programming to our academic and physical education programming.

While ASYEP engages our students both academically and physically, we believe that emotional and mental health well-being of our program participants would be of tremendous benefit to the Dougherty County youth enrolled in this program.

With your support we can continue to provide quality summer opportunities for youth in Albany and Southwest Georgia.

Respectfully,

A handwritten signature in blue ink, appearing to read 'A.L. Fleming', with a long horizontal flourish extending to the right.

A.L. Fleming, CFRE
Executive Director, ASU Foundation
Special Assistant to the President
Vice President for Institutional Advancement

Cc: Marion Ross Fedrick, President – Albany State University
Michael McCoy, County Administrator – Dougherty County

**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.

WHEREAS, the attached Management, Operations and Maintenance Agreement for the Government Center (“Agreement”) between Dougherty County, Georgia and the City of Albany, Georgia provides for fee simple co-ownership of the Government Center and sets forth the responsibilities of Dougherty County, Georgia and the City of Albany, Georgia as co-owners; and

WHEREAS, it is in the best interest of the citizens of Dougherty County that such Agreement be approved.

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 Management, Operations and Maintenance Agreement for the Government Center between Dougherty County and the City of Albany is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same. The Dougherty County Administrator is hereby authorized to executed any and all further documents necessary for full implementation of said Agreement.

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

This the 7th day of June, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT FOR THE GOVERNMENT CENTER

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

WITNESSETH:

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

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

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

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

equally in everyday operation and maintenance expenses; and

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

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

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

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

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

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

(2) The County has incurred expenses for Capital Improvements to the Premises, and hereby waives any claim or right to reimbursement for said expenses from the City. The City has no outstanding expenses for Capital Improvements.

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

(4) The expenses of operation and maintenance of all common areas of the Premises, described, but not limited to, the entire first floor and the hallways and adjoining storage spaces and restrooms located on the second floor through the fifth floor, will be shared equally by the Owners.

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

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

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

- (f) CAPITAL IMPROVEMENTS: Prepare and submit to the respective Commissions an annual report, identifying any Capital Improvements which the Team may recommend and/or deem necessary.
 - (g) RECORDS: Maintain accurate records of all receipts and expenditures of operation and maintenance of the Premises. Such books of accounts shall be the property of the Owners and shall at all times be open for inspection by any member of the respective Commissions or their duly authorized agents.
 - (h) SEMI-ANNUAL STATEMENTS: Furnish semi-annual detailed statements of all receipts and disbursements to the respective Commissions within sixty (60) days of the end of such period. Each period shall end on December 31st and June 30th. The Team shall also furnish a semi-annual operating statement of expenses for the time period and true-up actual expenses.
 - (i) INSURANCE: Assure that the Premises is adequately insured against damage or destruction resulting from casualty, including fire, flood, tornado, vandalism, or any other event, whether natural or manmade. The Team shall also assure that the Premises is, at all times, covered under a policy of liability insurance coverage extending not less than One Million (\$1,000,000.00) Dollars in single-limit coverage.
- (6) The respective Commissions shall be provided with not less than sixty (60) days' notice of any proposed permanent modifications and/or Capital

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

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

(8) Any notices shall be hand delivered.

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

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

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

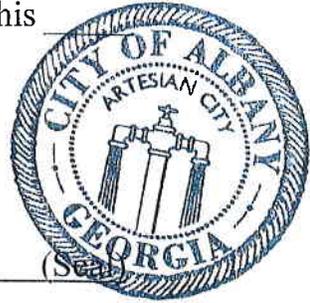
With a copy to: County Attorney
222 Pine Ave., Suite 540
Albany, GA 31701

[SIGNATURES ON FOLLOWING PAGE]

WITNESS OUR HANDS and SEALS pursuant to proper authority this _____
day of May, 2021.

CITY OF ALBANY

By: 
Title: _____



DOUGHERTY COUNTY, GEORGIA

By: _____ (Seal)
Title: _____

After Recording Return to:
W. Spencer Lee, IV, Attorney at Law
Post Office Box 1376
Albany, Georgia 31702

DOCH 005719
FILED IN OFFICE
9/26/2017 02:48 PM
BK:4448 PG:343-344
EVONNE S. MULL
CLERK OF COURT
DOUGHERTY COUNTY

Item 8e.

Evonne S. Mull
REAL ESTATE TRANSFER TAX
PAID: \$0.00

QUIT CLAIM DEED

STATE OF GEORGIA, COUNTY OF DOUGHERTY **PT-61 047-2017-001791**

THIS INDENTURE, Made the 22 day of ~~July~~ ^{SEPTEMBER}, in the year Two thousand Seventeen between ALBANY DOUGHERTY INNER CITY AUTHORITY hereinafter referred to as "Grantor", and DOUGHERTY COUNTY, GEORGIA AND THE CITY OF ALBANY, GEORGIA hereinafter referred to as "Grantees" (the words "Grantor" and "Grantees" to include their respective heirs, personal representative, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of One dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said Grantees all the right, title, interest, claim or demand which the said Grantor has or may have had in and to the following described property:

See Exhibit "A" attached hereto and by reference made a part hereof.

This Quit Claim Deed is being executed and filed of record pursuant to Section 9.5 of that certain Lease Agreement previously executed between the Albany-Dougherty Inner City Authority and the City of Albany, Georgia and Dougherty County, Georgia dated April 1, 1988.

TOGETHER WITH all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the Premises and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, unto the proper use, benefit and enjoyment of Grantees, Grantee's successors and assigns, so that neither Grantor nor any other person(s) claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the Premises or its appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

ALBANY DOUGHERTY INNER CITY AUTHORITY

BY: *J. J. King*
CHAIRPERSON

ATTEST: *Alexander B. [Signature]*
VICE CHAIRPERSON

Signed, sealed and delivered,
this 21 day, ~~July~~ ^{SEPT.}
2017, in the presence of:

[Signature]
UNOFFICIAL WITNESS:
[Signature] [SEAL]
Notary Public

My Commission Expires on: March 10, 2018



EXHIBIT "A"

All that tract or parcel of land situate, lying and being in the City of Albany, Dougherty County, Georgia, and being all of the property now owned by Grantor in the Downtown Albany Central Square and being bounded by Pine Avenue on the North, Broad Avenue on the South, Washington Street on the East and Jackson Street on the West.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

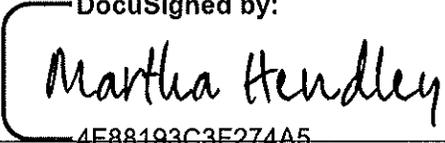
Item 8f.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

| | |
|--|--|
| Recipient name and address: Dougherty County Board of Commissioners 222 Pine Avenue Suite 540 Albany, Georgia, 31701-2531 | DUNS Number: 070332226 Taxpayer Identification Number: 586000817 Assistance Listing Number: 21.019 |
|--|--|

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
4F88193C3F274A5...

Authorized Representative: Martha Hendley

Title: Finance Director

Date signed: 5/10/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Dougherty County Board of Commissioners

5/10/2021

Recipient

Date

DocuSigned by:
Martha Hendley
4F88193C3F274A5...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

**Dougherty County, Georgia
Disaster Recovery Fund
FY20 Budget Amendment Request**

Expenditures:

| | |
|---------------------------|-----------------------------------|
| Hurricane Michael | \$ 900,000 |
| Tetra Tech | \$ 120,000 |
| Total Expenditures | <u><u>\$ 1,020,000</u></u> |

Revenues:

| | |
|------------------------------|-----------------------------------|
| Interfund Transfer/FEMA-GEMA | \$ 1,020,000 |
| Total Revenues | <u><u>\$ 1,020,000</u></u> |

Dougherty County, Georgia
 General Fund Profit and Loss
 For Fiscal Years Ending 30 June
 By: Ed Wall and Martha Hendley
 24-May-21

Assumptions:

Revenues:

1. Covid is gone by FY 22
2. Property taxes are same in FY 22; increase 2% per year in 23 and 24
3. Sales Taxes are budgeted slightly lower for FY 22; Increase 2% per year in 23 and 24
4. Other Taxes are same in FY 22; Increase 2% per year in 23 and 24
5. Fine and Forfeitures are budgeted at FY 21 levels: Covid Recovery should double the revenue numbers, but conservatively budget the same as FY 21

Expenses:

6. Expenses are increased in FY 22 due to Health Insurance increases of over \$1 million and Liability Insurance increase of 20%
6. General Government and Public Safety increase 2% per year in 23 and 24
7. Other expenses are increased \$50,000 per year
8. No Pay increases since 2019 and none budgeted

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Revenues: | | | | | | |
| Property Taxes | 25,621,914 | 25,515,940 | 25,504,707 | 25,711,281 | 26,933,312 | 27,028,314 |
| Sales Taxes | 6,965,312 | 6,565,224 | 6,256,236 | 6,176,459 | 6,182,739 | 5,942,372 |
| Other Taxes | 582,469 | 2,050,992 | 1,946,484 | 1,943,590 | 1,996,401 | 1,987,229 |
| Licenses and Permits | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - |
| Charges for Services | 10,561,623 | 9,533,494 | 8,868,912 | 8,088,222 | 8,660,079 | 8,054,547 |
| Fines and Forfeitures | 1,118,500 | 974,836 | 911,540 | 929,328 | 871,372 | 739,373 |
| Interest | 1,424 | 3,435 | 2,030 | 7,683 | 20,968 | 26,354 |
| Other Revenues | 194,344 | 160,944 | 238,627 | 300,274 | 461,240 | 700,614 |
| Total Revenues | 45,045,586 | 44,804,865 | 43,728,536 | 43,156,837 | 45,126,111 | 44,478,803 |
| Expenditures: | | | | | | |
| Current: | | | | | | |
| Extra Exp due to COVID-19 | | | | | | |
| General Government | 7,241,386 | 6,916,815 | 6,601,005 | 8,195,399 | 8,734,005 | 8,869,514 |
| Judicial | 6,982,254 | 6,688,568 | 6,714,775 | 6,800,491 | 7,017,281 | 7,164,255 |
| Public Safety | 23,102,506 | 21,521,942 | 21,095,805 | 21,656,636 | 22,074,131 | 23,439,020 |
| Public Works | 2,486,904 | 2,206,265 | 2,292,647 | 2,243,408 | 2,246,908 | 2,524,091 |
| Health and Welfare | 2,531,532 | 2,638,277 | 2,385,563 | 2,009,209 | 1,903,107 | 2,037,044 |
| Culture and Recreation | 2,142,917 | 1,843,317 | 1,821,416 | 2,335,310 | 2,617,285 | 2,700,192 |
| Housing and Development | 595,413 | 495,798 | 485,841 | 493,579 | 703,421 | 609,428 |
| Intergovernmental Payments | | | | | | |
| Capital Outlay | | | | | | |
| Debt Service: | | | | | | |
| Interest | - | - | - | - | - | - |
| Total Expenditures | 45,082,912 | 42,310,982 | 41,397,052 | 43,734,032 | 45,296,138 | 47,343,544 |
| Profit (Loss) | (37,326) | 2,493,883 | 2,331,484 | (577,195) | (170,027) | (2,864,741) |
| Other Financing Sources (Uses): | | | | | | |
| Proceeds from sale of assets | 49,156 | 48,301 | 2,630 | - | - | 187,559 |
| Transfers in | 600,000 | 1,192,312 | - | - | - | - |
| Transfers out | (479,156) | (470,000) | (265,935) | (250,000) | (250,000) | (250,000) |
| Total Other Financing Sources (Uses) | 170,000 | 770,613 | (263,305) | (250,000) | (250,000) | (62,441) |
| Net Profit (Loss) | 132,674 | 3,264,496 | 2,068,179 | (827,195) | (420,027) | (2,927,182) |
| Beginning Fund Balance | 11,274,881 | 11,407,555 | 14,672,051 | 16,740,230 | 15,913,035 | 15,493,008 |
| Ending Fund Balance | 11,407,555 | 14,672,051 | 16,740,230 | 15,913,035 | 15,493,008 | 12,565,826 |
| % of Annual Budget | 25.30% | 34.68% | 40.44% | 36.39% | 34.20% | 26.54% |
| # of Months in Reserve | 3.04 | 4.16 | 4.85 | 4.37 | 4.10 | 3.19 |

Dougherty County, Georgia
 General Fund Profit and Loss
 For Fiscal Years Ending 30 June
 By: Ed Wall and Martha Hendley
 24-May-21

Assumptions:

Revenues:

1. Covid is gone by FY 22
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Expenses:

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6. General Government and Public Safety increase 2% per year in 23 and 24
7. Other expenses are increased \$50,000 per year
8. No Pay increases since 2019 and none budgeted

| | <u>2018</u> | <u>2019</u> | <u>2020 Projected</u> | <u>2021 Projected</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|---|--------------------|-------------------|-----------------------|-----------------------|--------------------|--------------------|--------------------|
| Revenues: | | | | | | | |
| Property Taxes | 27,060,241 | 32,799,255 | 32,970,000 | 33,101,895 | 33,107,029 | 33,769,169.58 | 34,444,552.97 |
| Sales Taxes | 5,853,661 | 6,765,168 | 6,491,300 | 7,000,000 | 6,500,000 | 6,630,000.00 | 6,762,600.00 |
| Other Taxes | 2,315,357 | 2,576,247 | 2,217,700 | 2,226,170 | 2,218,100 | 2,262,462.00 | 2,307,711.24 |
| Licenses and Permits | - | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - | - |
| Charges for Services | 8,650,619 | 8,229,978 | 7,961,000 | 6,960,000 | 6,418,481 | 6,418,481 | 6,418,481 |
| Fines and Forfeitures | 764,121 | 701,258 | 709,000 | 482,587 | 430,700 | 430,700 | 430,700 |
| Interest | 138,498 | 200,086 | 153,400 | 7,300 | 7,000 | 10,000 | 10,000 |
| Other Revenues | 460,711 | 356,695 | 308,800 | 722,048 | 719,356 | 720,000 | 720,000 |
| Total Revenues | 45,243,208 | 51,628,687 | 50,811,200 | 50,500,000 | 49,400,666 | 50,240,813 | 51,094,045 |
| Expenditures: | | | | | | | |
| Current: | | | | | | | |
| Extra Exp due to COVID-19 | | | 350,000 | - | - | - | - |
| General Government | 9,311,423 | 9,411,849 | 9,561,000 | 10,500,000 | 11,861,453 | 12,098,682 | 12,340,656 |
| Judicial | 7,155,843 | 7,163,092 | 7,196,000 | 7,300,000 | 8,085,155 | 8,150,000 | 8,200,000 |
| Public Safety | 23,403,034 | 24,026,154 | 24,608,900 | 24,800,000 | 26,005,628 | 26,525,741 | 27,056,255 |
| Public Works | 2,294,691 | 2,583,848 | 2,574,979 | 2,850,000 | 3,203,305 | 3,250,000 | 3,300,000 |
| Health and Welfare | 2,092,114 | 2,228,412 | 2,357,000 | 2,375,000 | 3,131,618 | 3,200,000 | 3,250,000 |
| Culture and Recreation | 2,778,971 | 2,799,191 | 2,898,800 | 2,567,200 | 2,872,297 | 3,000,000 | 3,050,000 |
| Housing and Development | 660,150 | 544,229 | 627,900 | 130,800 | 720,936 | 750,000 | 750,000 |
| Intergovernmental Payments | - | - | - | - | - | - | - |
| Capital Outlay | - | - | - | - | - | - | - |
| Debt Service: | | | | | | | |
| Interest | - | - | - | - | - | - | - |
| Total Expenditures | 47,696,226 | 48,756,775 | 50,174,579 | 50,523,000 | 55,880,392 | 56,974,423 | 57,946,911 |
| Profit (Loss) | (2,453,018) | 2,871,912 | 636,621 | (23,000) | (6,479,726) | (6,733,610) | (6,852,866) |
| Other Financing Sources (Uses): | | | | | | | |
| Proceeds from sale of assets | 35,305 | 1,046 | - | - | - | - | - |
| Transfers in | - | - | - | - | - | - | - |
| Transfers out | - | - | - | - | - | - | - |
| Total Other Financing Sources (Uses) | 35,305 | 1,046 | - | - | - | - | - |
| Net Profit (Loss) | (2,417,713) | 2,872,958 | 636,621 | (23,000) | (6,479,726) | (6,733,610) | (6,852,866) |
| Beginning Fund Balance | 12,565,826 | 10,148,113 | 13,021,071 | 13,657,692 | 13,634,692 | 7,154,966 | 421,356 |
| Ending Fund Balance | 10,148,113 | 13,021,071 | 13,657,692 | 13,634,692 | 7,154,966 | 421,356 | (6,431,510) |
| % of Annual Budget | 21.28% | 26.71% | 27.22% | 26.99% | 12.80% | 0.74% | -11.10% |
| # of Months in Reserve | 2.55 | 3.20 | 3.27 | 3.24 | 1.54 | 0.09 | -1.33 |