



## WORK SESSION

July 29, 2024  
10:00 AM

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

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## AGENDA

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

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. 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. Tax Director Shonna Josey, Chief Appraiser Adam Bridges, and Vice-Chairman of the Board of Tax Assessors Larry Thomas are present to discuss the Certified 2024 Tax Digest for the Countywide M&O and Special Services District.
  - b. Courtney E. Rogers, Senior Vice President, Davenport & Company LLC, is present to provide a FY25 Budget Review and Millage Rate discussion.
4. Purchases.
  - a. Recommendation to accept the quote from Pump Repair & Supply Inc. (McDonough, GA) in the amount of \$36,940 to upgrade and improve pump number 2 at the County's stormwater pump station 7. Consultants, ESG Operations, recommend the upgrade and improvements to prevent station failure. Acting County Administrator Barry Brooks, Public Works Director Chuck Mathis, and Engineering Manager Jeremy Brown will address. Funding is available in SPLOST VII. **Action on this item is scheduled in the following Special Called Meeting.**

b. Recommendation to accept the Sourcewell Cooperative Purchasing Contract quotes to purchase a tanker truck for Dougherty County for a total expenditure of \$787,965. The Cab and Chassis will be purchased from MHC Kenworth of Atlanta, GA in the amount of \$226,590 and the tanker body will be purchased from Ten-8 Fire Company of Bradenton, FL in the amount of \$561,375. The Cab & Chassis will be delivered in ~180 days after receipt of order and the body will be available ~37 months after receipt of chassis by the body manufacturer. Approval is requested prior to August 1st to avoid price increases on both the Cab & Chassis & Body. Funding is budgeted in SPLOST VII and SPLOST VIII. Acting County Administrator Barry Brooks will address. Chief Cedric Scott, City of Albany Fleet Management Director Peter Bednar, Fleet Asset Supervisor Dale Henry, and Procurement Manager Joshua Williams are present. **Action on this item is scheduled in the following Special Called Meeting.**

c. Recommendation to accept the quote from Invision Technologies (Albany, Georgia) to enhance security for the Judicial and Albany-Dougherty Government Buildings for a total expenditure of \$184,893.74. The upgrade to the security surveillance system at the Judicial Building will include NDAA compliant IP cameras, server, licenses, and installation for a cost of \$31,799.09. The security surveillance system for the Albany Dougherty Government Building will include a NDAA compliant IP camera system for the Government Building, east and west parking decks, and an employee access control security system for a cost of \$153,094.65. The Finance Committee accepted the recommendation in the May 17, 2024 Committee meeting. Funding is budgeted in the General Fund. Acting County Administrator Barry Brooks and Major Ken Faust will address. **Action on this item is scheduled in the following Special Called Meeting.**

d. Recommendation to rescind the May 6, 2024 award for the Dougherty County Sheriff's Office to purchase one (1) 2024 Ford F150 Police Responder 4X4 in the amount \$55,095 from State Contract vendor, Wade Ford (Smyrna, Ga). Funding was available in SPLOST VIII. The vendor sold the vehicle prior to the Commission award. Another law enforcement vehicle has been identified. Major Ken Faust will address. **Action on this item is scheduled in the following Special Called Meeting.**

e. Recommendation from the Dougherty County Sheriff's Office to purchase one (1) 2023 Ford F150 XLT Crew Truck in the amount \$55,462.06 from Wade Ford (Smyrna, Ga). Funding is available in SPLOST VIII. This purchase will replace the award made on May 6, 2024. Acting County Administrator Barry Brooks and Major Ken Faust will address. **Action on this item is scheduled in the following Special Called Meeting.**

5. Additional Business.

a. Recommendation to accept three grants from the Criminal Justice Coordinating Council and the Council of Accountability Court Judges Operating Grant for FY 2025 in the amount of \$528,649 with a \$26,625 match. The Commission approved the grant application in the February 5, 2024 Regular Meeting. The match will be provided from the DATE Fund. Superior Court Program Coordinator Patricia Griffin will address. **Action on this item is scheduled in the following Special Called Meeting.**

- b. Recommendation to declare a 2018 Ford Escape (from the Sheriff's Office) as surplus and authorize the sale through Charles Taylor TPA. Acting County Administrator Barry Brooks will address. **Action on this item is scheduled in the following Special Called Meeting.**
  - c. Recommendation from the Recreation Committee Chairman for the full Board to discuss the proposed Memorandum of Understanding between the City of Albany, GA and Dougherty County, GA regarding construction of a Tennis Center. Recreation Committee Chairman Victor Edwards, Acting County Administrator Barry Brooks and County Attorney Alex Shalishali will address.
6. Updates from the Acting County Administrator.
  - a. **REMINDER** - There will be a Special Called Meeting following the Work Session.
7. Updates from the County Attorney.
8. Updates from the County Commission.
9. Adjourn.

## Dougherty County's Vision Statement

Dougherty County will be a committed leader in sustaining a high quality of life by partnering with citizens, businesses, and other government agencies to make this a community of choice for living, working, and leisure activities.

## Dougherty County's Mission Statement

To improve the quality of life for all our citizens by being accessible and good stewards of our resources while delivering cost-effective, responsive, services with integrity, fairness, and friendliness.

*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 BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Barry Brooks**

*Assistant County Administrator*

Item 4a.

Agenda Item

Date: July 18, 2024

Meeting Date: July 29, 2024

Subject/Title: Stormwater Pump Station 7 Improvements

Presented for: Decision

Presenters: Public Works Director Chuck Mathis  
Public Works Engineering Manager Jeremy Brown

Statement of Issue

The Public Works Department is requesting to upgrade and improve pump number 2 at the County's stormwater pump station 7.

History/Facts and Issues

To prevent station failure, our Consultant ESG Operations recommends that the Dougherty County Public Works Department upgrade and improve pump number 2 at pumping station 7 by accepting the quote from Pump Repair & Supply Inc. (McDonough, GA) in the amount of \$36,940. The request is necessary to create redundancy at the station and allow for higher flow rates that are required to run both pumps.

Recommended Action

Recommend that Dougherty County Commission approves the upgrade and improvement of pump number 2 by Pump Repair & Supply Inc. (McDonough, GA) for the Stormwater Pump Station 7 Improvements in the amount of \$36,940.

Funding Source

SPLOST VII Storm Drainage



Item 4b.

**PROCUREMENT RECOMMENDATION**

DATE: July 23, 2024

TITLE: DO. CO. Tanker

REFERENCE NUMBER: NA

OPENING DATE: 06/03/2024

BUYER: Joshua Williams

**Joshua Williams, Procurement Manager**

DEPARTMENT: Do. Co. Fire Department

ACCOUNT NUMBER: SPLOST VII & VIII

BUDGETED AMOUNT: \$787,965.00

DEPARTMENT CONTACTS:

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**RECOMMENDATION:**

Recommend the purchase of Tanker Trucks for Dougherty County from Ten-8 Fire Company and MHC Kenworth for a total expenditure of \$787,965.00.

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**BACKGROUND INFORMATION:**

This purchase is from two (2) different vendors with the Cab & Chassis be purchased from MHC Kenworth of Atlanta, GA. for a total cost of \$226,590.00 and the second vendor will be the Ten- 8 Fire Company of Bradenton, FL. for the tanker body at a cost of \$561,375.00. Both vendors are Sourcewell Cooperative Purchasing Contract holders. Total cost for the entire unit will be \$787,965.00. The Cab & Chassis will be delivered in approximately 180 days after receipt of order, the body will be out approximately 37 months after receipt of chassis by the body manufacturer.

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**COUNTY ADMINISTRATOR ACTION:**

( ) APPROVED

( ) DISAPPROVED

( ) HOLD

COMMENTS:

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DATE

COUNTY ADMINISTRATOR

**List of Documents Attached:**

Sourcewell Quote



Attn: Dale Henry/City of Albany


I truly appreciate the opportunity to Partner with you and earn your truck business. Kenworth has built its brand on durable, vocational trucks that are engineered for the application. The Kenworth brand is proudly supported by MHC Kenworth, the largest Kenworth dealer group in the US with 65 locations in 16 states.

**2025 Model Kenworth T880 Cab and Chassis for Tanker \$226,590.00**

Price Includes:

Delivery To Upfit Location

**State of Georgia Contract Number SPD0000155**

**Sourcewell**  **Contract#060920-KTC**

-Price excludes FET and any local or state taxes

-Price valid for orders signed by 8/1/2024 after this date the truck would need to be requested due to possible price increase.

Estimated Delivery Date 4th Qtr of 2024 or 1<sup>st</sup> Quarter of 2025 due to Allison Transmission Shortage and depending on date of PO Receipt

**Support** – Coverage across the State of Georgia:

**Baxley** – Open Mon-Fri 8am-5pm

**Mableton** – Open 24/7 Mon – Sunday

- Including mobile maintenance trucks available 24/7/365

**Gainesville** – Open 8 – 6 Mon – Sat

**McDonough** – Open 8 – 10pm Mon – Fri, 8 – 4pm Sat,

**Conyers** – Open 8 – 6pm Mon-Sat

**Augusta** – Open 8 – 5pm Mon-Sat Sat 7am-4pm



**MHC Kenworth  
Atlanta**

5860 Riverview Rd.  
Mableton, Georgia 30126  
A Division of Georgia Kenworth, Inc.

404.691.9999  
404.691.0057 fax

www.mhctruck.com



Sincerely,

Byron Franklin New Truck Sales – Atlanta GA  
7/10/2024

## Kenworth #060920-KTC

Pricing for contract #060920-KTC offers Sourcewell participating agencies the following discounts:

- Cab and chassis pricing is specific to each model and based off a percentage discount from 9.6% to 44.6% off total list price, also know as MSRP. Cab and chassis pricing includes factory freight and dealer profit. Additionally, all trucks are subject to a commodity/materials surcharge of \$3,500 for medium duty models and \$5,000 for heavy duty models.
- All truck bodies, local services, extended warranties, local delivery, storage/flooring charges, etc. are available and priced per the contract.
- A copy of the Pricing Matrix by model can be obtained from your local Kenworth dealer, or by request to [mike.kleespies@paccar.com](mailto:mike.kleespies@paccar.com) or [nicholas.trout@sourcewell-mn.gov](mailto:nicholas.trout@sourcewell-mn.gov).

\*\*Complete vehicle quotes are obtained through your local Kenworth dealer. Find your local dealer at [www.kenworth.com/dealers](http://www.kenworth.com/dealers)



## Equipment Proposal

Proposal # 1160

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: April 11, 2024 ("Proposal Date")

Customer: Dougherty County Board of Commissioners ("Customer")

Customer Address: P.O. Box 1827 Albany, GA 31702-1827

Qty	Product Description & Options	Price
1	Pierce 3000 gallon Dryside Tanker, Tandem axle This apparatus will be purchased using <u>Sourcewell contract #113021-OKC,</u> Bid Number 278 - Tanker, Dryside, 2 <sup>nd</sup> Gen, Commercial Chassis	\$537,826.41
	Loose equipment per Ten-8 Sales quote 231006243	\$22,798.59
	Labor to install loose equipment	\$750.00
<b>Total:</b>		<b>\$561,375.00</b>
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 37 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other:** Training on the proposer use and care of the apparatus will be provided by Ten-8 Fire & Safety, LLC after delivery of the apparatus to Dougherty County, GA.

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

*Order continues on immediately following page.*

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL



SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer:** Dougherty County Board of Commissioners

**Ten-8 Fire & Safety, LLC**

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

By: *Lamar White*

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

Title: **Authorized Sales Representative**

Print: \_\_\_\_\_

Print: **Lamar White**

Date: \_\_\_\_\_

Date: **April 11, 2024**

## Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE  
POST OFFICE BOX 2017  
APPLETON, WISCONSIN 54912-2017  
920-832-3000 • FAX 920-832-3208  
www.piercemfg.com



### Oshkosh Airport Products #113021-OKC

Pricing for contract #113021-OKC is as follows:

- Oshkosh Airport Products are provided at 7.00% discount off MSRP on Air Rescue Fire Fighting (ARFF) products to Sourcewell participating agencies.

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent on the number of identical units, the configuration of the units, and will be handled on as case by case basis.

Authorized Oshkosh service providers may offer service contracts for preventative maintenance and other services. Pricing would be quoted at time of request based on customer requirements and does not include a percentage discount.



**Barry Brooks**  
*Assistant County Administrator*

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Agenda Item**

Date: July 23, 2024  
Meeting Date: July 29, 2024  
Subject/Title: Government Surveillance System  
Presented for: Decision  
Presenter: Barry Brooks, Assistant County Administrator  
Major Ken Faust, Sheriff's Office

**Statement of Issue:**

Dougherty County Sheriff's Office is requesting to enhance security for the Judicial and Albany-Dougherty Government Buildings.

**History/Facts and Issues:**

The Dougherty County Sheriff's Office is requesting to upgrade the security surveillance system at the Judicial Building and purchase a security surveillance system for the Albany - Dougherty Government Building from Invision Technologies (Albany, Georgia) for a total expenditure of \$184,893.74.

The upgrade to the security surveillance system at the Judicial Building will include NDAA compliant IP cameras, server, licenses and installation. The cost for this building is \$31,799.09. The security surveillance system for the Albany Dougherty Government Building will include a NDAA compliant IP camera system for the Government Building, east and west parking decks, and an employee access control security system. The cost for this building and park decks is \$153,094.65.

The Finance Committee accepted the recommendation in the May 17, 2024 Committee meeting and funding was budgeted for FY25.

**Recommended Action:**

Recommend Dougherty County Commission approves the purchase of the installation of the new security surveillance system for the Government Building for a total expenditure of \$153,094.65 from Invision Technologies in Albany, GA.

**Funding Source:**

General Fund



**Barry Brooks**  
*Assistant County Administrator*

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Agenda Item**

Date: July 24, 2024  
Meeting Date: July 29, 2024  
Subject/Title: Dougherty County Sheriff's Office New Vehicle  
Presented for: Decision  
Presenter: Barry Brooks, Assistant County Administrator  
Major Ken Faust, Sheriff's Office

**Statement of Issue:**

Dougherty County Sheriff's Office is requesting to purchase one (1) new 2023 Ford F150 XLT Crew Truck and rescind the award made for one (1) 2024 Ford F150 Police Responder 4x4 Truck.

**History/Facts and Issues:**

Dougherty County Sheriff's Office is requesting to purchase one (1) 2023 Ford F150 XLT Crew Truck from Wade Ford (Smyrna, GA) in the amount of \$55,462.06. The vehicle is available for delivery. This vehicle will replace the one (1) 2024 Ford F150 Police Responder 4x4 Truck awarded in the May 6, 2024 Regular Meeting in the amount of \$55,095. The dealer was unable to produce the initial awarded vehicle.

**Recommended Action:**

Recommend the Dougherty County Commission:

- rescinds the May 6, 2024 award for one (1) 2024 Ford F150 Police Responder 4x4 Truck and
- approves the purchase of one (1) new 2023 Ford F150 XLT Crew Truck in the amount of \$55,462.06 from Wade Ford (Smyrna Ga).

**Funding Source:**

SPLOST VIII

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

Item 5a.

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Dougherty County Board of Commissioners

IMPLEMENTING

AGENCY: Dougherty County BOC

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J25-8-064

FEDERAL FUNDS: \$ 150,873

MATCHING FUNDS: \$ 26,625

TOTAL FUNDS: \$ 177,498


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

  
Jay Neal, Director  
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000817-001

Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	J25-8-064
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				
ITEM CODE	DESCRIPTION 25 CHARACTERS			EXPENSE ACCT		AMOUNT	
1	Mental Health Court			624.41		\$ 150,873	

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

Item 5a.

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Dougherty County Board of Commissioners

IMPLEMENTING

AGENCY: Dougherty County BOC

PROJECT NAME: Community Service Board

SUBGRANT NUMBER: K53-8-004

FEDERAL FUNDS: \$ 199,988

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 199,988


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program in agreement with the Georgia Department of Behavioral Health and Developmental Disabilities. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant is intended for the continuation of Substance Use Disorder and Mental Health treatment/services under this program. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

  
Jay Neal, Director  
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000817-001

Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	K53-8-004
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT	14
1	Community Service Board	624.41	\$ 199,988	

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

Item 5a.

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Dougherty County Board of Commissioners

IMPLEMENTING

AGENCY: Dougherty County BOC

PROJECT NAME: Community Service Board

SUBGRANT NUMBER: K53-8-005

FEDERAL FUNDS: \$ 177,788

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 177,788


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program in agreement with the Georgia Department of Behavioral Health and Developmental Disabilities. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant is intended for the continuation of Substance Use Disorder and Mental Health treatment/services under this program. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

  
Jay Neal, Director  
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000817-001

Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	K53-8-005
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT	15
1	Community Service Board	624.41	\$ 177,788	

Sheriff's Office		
Vehicle	VIN	Disposition
2018 Ford Escape	1FMCU0GD1JUC11949	Salvage- total loss



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ALBANY, GEORGIA AND DOUGHERTY COUNTY,  
GEORGIA REGARDING CONSTRUCTION OF TENNIS CENTER**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between DOUGHERTY COUNTY, GEORGIA, acting by and through its governing body, the Dougherty County Commission (hereinafter referred to as the "COUNTY") and the CITY OF ALBANY, GEORGIA, acting by and through its governing body, the City Commission, (hereinafter referred to as the "CITY").

**WITNESSETH:**

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

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, through the voter-approved SPLOST V referendum, funding for a tennis center was approved and the COUNTY dedicated SPLOST V funds in the amount of \$1,739,660 for the tennis center;

WHEREAS, the balance of SPLOST V funds dedicated by the COUNTY for the tennis center as of January 2024 remain in the amount of \$1,717,588;

WHEREAS, the CITY and COUNTY desire to more specifically establish their expectations relative to the tennis center as provided herein;

NOW THEREFORE, the COUNTY and CITY agree as follows:

**SITE SELECTION.** The CITY and COUNTY agree to work cooperatively to identify and agree to a location that supports reasonable public access and is suited to maximize the wellness and economic benefit of investing in a tennis center recreational facility. **The County shall not unreasonably withhold approval of the site selected by the City. Once the site is identified, the City and County ratify the selection by resolution of their respective Commissions within thirty (30) days.**

**COUNTY'S OBLIGATIONS.** Upon the receipt of a mutually acceptable site location and project plan for the tennis center, the County shall allocate its remaining SPLOST V funds dedicated for the **planning, design and** construction of tennis center as construction costs are invoiced by CITY-selected vendors or suppliers through a mutually agreeable accounting process. The COUNTY Finance Department shall process and pay the appropriately invoiced and documented costs up to the COUNTY'S dedicated tennis center fund balance of \$1,717,588 remaining in its SPLOST V account.

**CITY'S OBLIGATIONS:** As a condition for the release of the COUNTY'S SPLOST V funding dedicated for the construction of the tennis center, the CITY agrees to provide the COUNTY a mutually acceptable project design and site location within one (1) year of the parties execution of this MOU. The CITY, ~~through its Recreation and Parks Department that services the CITY and COUNTY pursuant to the Service Delivery Strategy,~~ shall manage the construction of the tennis/pickleball center. The CITY agrees to undertake all due diligence necessary in connection with the site selection, which includes, but may not be limited to, any title work, surveying, subdivision approval efforts and any other necessary tasks to facilitate the transfer of any property rights implicated. The CITY also agrees to work with third-party tennis and pickleball associations as necessary to ensure that the center's design is suitable for potential sanctioned tournament play.

**TERM.** With the considerable passage of time since voters approved SPLOST V funding for the tennis center, the parties agree that time is of the essence with regard to this MOU. The MOU shall therefore be enforceable for ~~one~~ two (2) years. The parties may enter a renewed or subsequent MOU as the tennis center project progress. The parties acknowledge that the failure to agree to a mutually acceptable site location and project plan for the tennis center within ~~one~~ two (2) years of the parties execution of this MOU may risk the COUNTY declaring the tennis center project infeasible.

**PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability which exist in favor of the COUNTY or CITY are not affected by this MOU.

**GOVERNING LAW.** This MOU shall be governed by and construed in accordance with the laws of the State of Georgia.

**EXECUTION.** Executed copies of this MOU may be delivered electronically, by pdf, or facsimile, in multiple counterparts, all of which together shall constitute one and the same instrument and such executed copies shall be deemed originals.

**THIRD PARTY.** The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

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

**CITY OF ALBANY, GEORGIA**

**DOUGHERTY COUNTY, GEORGIA**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Chairman**

**Attest:**

**Attest:**

\_\_\_\_\_  
**City Clerk**

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

Reviewed:

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Michael M. Custer, Interim  
City Attorney

Reviewed:

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Alex M. Shalishali, County Attorney