



DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION

**Jawahn E. Ware**  
*County Clerk/Procurement Manager*

**Attention Viewers of [www.dougherty.ga.us](http://www.dougherty.ga.us):**

The following supplemental material pertains to the:

## **September 9, 2019 Regular Meeting**

Documents received after 2:00 p.m., September 6, 2019 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware  
County Clerk



REGULAR MEETING – SEPTEMBER 9, 2019

*DRAFT 3 jw*

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

10 AM

**AGENDA**

1. Call meeting to order by Chairman Christopher Cohilas.
2. Invocation by Chairman Cohilas.
3. Pledge of Allegiance.
4. Consider for action the August 5 Regular Meeting, August 10 Midyear Commission Retreat and August 12 Work Session Minutes. **See Minutes.**  
**ACTION:**
5. 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. **ASPIRE BHDD Services, CEO, Dana Glass, The Change Center Program Director, Kathryn Newcomb** and other staff are present to provide an **update on the positive community recovery impact** and to accept a **Proclamation** recognizing **September as National Recovery Month** in Dougherty County. **See Presentation.**
6. Consider for action the **acceptance of a grant, the Resolution** providing for approval and execution of an **Intergovernmental Agreement to operate the Southwestern Regional Drug Enforcement Office** and the **Resolution** providing for approval and execution of a **Lease Agreement on behalf of the GBI and between the City of Albany and Dougherty County.** County Administrator Michael McCoy and Joe Chesnut, GBI Special Agent in Charge West Metro Regional Drug Enforcement Office, will address. **See Other #1.**  
**ACTION:**

<See Next Page>

7. Consider for action the **transfer of \$93,955.49** from the Fund Balance of the **Solid Waste Enterprise Fund** to the **Special Services District Fund** for the purpose of paying an **invoice from Ceres**. County Administrator Michael McCoy will address. **See Other #2.**  
**ACTION:**
8. Consider for action the **payment of one (1) invoice** from **Ceres** in the **amount of \$93,955.49**. The services rendered are for tipping fees. County Administrator Michael McCoy will address.  
**ACTION:** **See Other #2.**
9. Items from the County Administrator.
10. Items from the County Attorney.
11. Items from the County Commission.
12. Adjourn.

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

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

August 05, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on August 05, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

After the invocation and Pledge of Allegiance by Commissioner Johnson, the Chairman called for approval of the July 1 Regular Meeting and July 8 Work Session Minutes.

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

The Chairman opened the Public Hearing for the proposed tax increase of 0.59% for the County-Wide digest and the proposed tax increase of 0.13% for the Special Services digest. The millage rates remain the same as last year. The County-Wide millage rate is 15.569 and the Special Services millage rate is 9.1730. There being no one of support for or opposition to the proposed tax public hearing, the Chairman closed the Public Hearing.

The Chairman recognized citizen George Carter present in regards to the concern of grass cutting in East Albany. Mr. McCoy said that the area was a state right of way and this was the first complaint that had been received since allocated funds was set aside in the budget; however, the County would take action.

The Chairman recognized citizen Bruce Capps present to readdress his concerns in reference to raffling off a semi-automatic rifle in a Boys Scout of America fundraiser. He wanted the Commission to recognize this concern as a topic of public safety. Since he spoke to the Board in July, there had been 32 mass public shootings and asked the Commission to request the event sponsors to ask the Boy Scouts to remove the rifle from the auction as a fundraiser. Commissioner Johnson asked Mr. Capps to give him a copy of the letter to send to the Hospital Authority on his behalf.

The Chairman called for consideration of a resolution providing for the acceptance and execution of the proposal to replace and install a HVAC system for the County owned building located at 1705 W Oakridge Dr. (the Humane Society facility) in the amount of \$155,113 to the U.S. General Service Administration (GSA) Contract holder, Johnson Controls (Albany, GA), subject to the execution by the County Administrator. Funding is available in SPLOST VII- Animal Control Shelter Improvements.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion passed unanimously. Resolution No. 19-040 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE ACCEPTANCE, APPROVAL AND  
EXECUTION OF A PROPOSAL IN THE AMOUNT OF \$155,113.00 FROM  
JOHNSON CONTROLS, INC FOR THE REPLACEMENT AND INSTALLATION  
OF A HVAC SYSTEM AT 1705 WEST OAKRIDGE DRIVE (HUMANE SOCIETY  
BUILDING); REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN  
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the transfer of \$166,209.42 from the Fund Balance of the Solid Waste Enterprise Fund to the Special Services District Fund for the purpose of paying the retainage payment to Ceres.

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

The Chairman called for consideration of the retainage payment to Ceres Environmental Services in the amount of \$166,209.42 for services rendered for debris removal and disposal.

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

The Chairman called for consideration of a resolution providing for the acceptance and execution of the annual Agreement with Turner Job Corps Center and Dougherty County outlining the assistance of the Dougherty County Police Department in performing law enforcement duties.

Commissioner Hudgins moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-041 is entitled:

RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE ACCEPTANCE, APPROVAL AND EXECUTION  
OF A COOPERATIVE AGREEMENT BETWEEN TURNER JOB CORPS CENTER AND  
DOUGHERTY COUNTY, GEORGIA FOR THE PURPOSE OF MAINTAINING A POSITIVE  
AND COLLABORATIVE WORKING RELATIONSHIP RELATIVE TO THE SAFETY AND  
SECURITY OF STUDENTS, STAFF AND VISITORS ON THE JOB CORPS GROUNDS;  
REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the acceptance of the proposed TSPLOST Project Priorities & Timeline.

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

The Chairman called for consideration of the acceptance of the proposed County Parks Improvements to the Robert Cross Walking Trail, Elliott Park and Pine Glen Park in the amount of \$265,546. Funding is available in SPLOST VI and SPLOST VII – County Park & Equipment Improvements.

Commissioner Jones moved for approval. Commissioner Hudgins seconded the motion. Under discussion, Commissioner Edwards said that our subcommittees were underutilized and would like information presented to subcommittees prior to coming to the Board because he wanted to have more input. He added that staff does not run the government, but wanted more information provided before the presentation in a Work Session. Chairman Cohilas shared that there was some value of the subcommittees and that our Board was efficient enough to address them together as a team. Commissioner Gaines suggested that at the beginning of the year, the Chairman of the committees determine what issues they would like to discuss. It was decided that this topic would be discussed at the upcoming retreat. The motion pertaining to the park improvements passed unanimously.

The Chairman called for consideration of a resolution requesting the Albany-Dougherty Voter Registration and Election Board to issue the call and conduct an election on the question for approval of sales of alcoholic beverages for consumption on the premises on Sundays between the hours of 11:00 a.m. and 12:00 midnight.

Commissioner Gray moved for approval. Commissioner Jones seconded the motion. The motion passed with six ayes and one nay by Commissioner Edwards. Resolution No. 19-042 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION REQUESTING THE ALBANY-DOUGHERTY VOTER  
REGISTRATION AND ELECTION BOARD TO ISSUE THE CALL AND  
CONDUCT AN ELECTION ON THE QUESTION FOR APPROVAL OF SALES  
OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES  
ON SUNDAYS BETWEEN THE HOURS OF 11:00 A.M. AND 12:00  
MIDNIGHT; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN  
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of a resolution requesting the Albany-Dougherty Voter Registration and Election Board to issue the call and conduct an election on the question for approval of Sunday package sales by retailers of malt beverages, wine and distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m.

Commissioner Gray moved for approval. Commissioner Jones seconded the motion. Under discussion, Commissioner Johnson asked for clarification of time. Commissioner Gray clarified that the unincorporated areas in Dougherty County does not have an ordinance that allows sales in the restaurants on Sundays. County Attorney Lee shared that the time frame coincided with the

state statute. The motion passed with six ayes and one nay by Commissioner Edwards. Resolution No. 19-043 is entitled:

A RESOLUTION  
ENTITLED

A RESOLUTION REQUESTING THE ALBANY-DOUGHERTY VOTER  
REGISTRATION AND ELECTION BOARD TO ISSUE THE CALL AND CONDUCT  
AN ELECTION ON THE QUESTION FOR APPROVAL OF SUNDAY PACKAGE  
SALES BY RETAILERS OF MALT BEVERAGES, WINE AND DISTILLED SPIRITS  
ON SUNDAYS BETWEEN THE HOURS OF 12:30 P.M. AND 11:30 P.M.; REPEALING  
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND  
FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution providing for the approval of the 2019 Millage Rates for the County-Wide General Fund, Special Services District Fund, Dougherty County School System and State of Georgia.

Commissioner Johnson moved for approval. Commissioner Hudgins seconded the motion. The motion passed with six ayes and one nay by Commissioner Gaines. Resolution No. 19-044 is entitled:

A RESOLUTION  
ENTITLED

A RESOLUTION ASSESSING THE RATE OF TAXATION FOR COUNTY  
PURPOSES ON ALL TAXABLE PROPERTY IN DOUGHERTY COUNTY,  
GEORGIA AND ON ALL TAXABLE PROPERTY IN THE SPECIAL  
SERVICES DISTRICT OF DOUGHERTY COUNTY, GEORGIA FOR 2019;  
REPEALING PRIOR RESOLUTIONS OR PARTS OF RESOLUTIONS IN  
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

Commissioner Jones recognized the citizens of the Pine Bluff subdivision who were in attendance and then provided an update from the recent National Association of Counties (NACo) annual conference and business meeting. He brought back key issues that our Commission should consider which included opportunity zones and new revenue collection. He shared information pertaining to opportunity zones in which new investments may be eligible for preferential tax treatment for economically distressed communities. He shared that Larry Johnson, the Program Advisor to the Assistant Secretary of the U.S. Department of Housing and Urban Development was willing to come to Albany, Georgia and speak upon receipt of an invitation. Also, he shared information regarding the potential to collect revenues from those owing back (property) taxes from those filing state income taxes. This initiative would require David Wills, ACCG Executive Director to start the discussion.

Commissioner Edwards stated that he would like more information from the County Attorney on the proposed new revenue collection and clarified his vote on alcohol sales. He believed that Dougherty County and the City of Albany could be successful without Sunday alcohol sales. Commissioner Johnson gave comments to support Commissioner Jones' presentation in reference to the opportunity zones. Commissioner Gray provided comments pertaining to Sunday's alcohol

sales by stating that our Commission did not vote to pass the sales but did vote to put it on the ballot to allow the citizens to decide what they thought would be best for their community.

There being no further business, the Commission adjourned at 10:47 a.m.

ATTEST:

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CHAIRMAN

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

DOUGHERTY COUNTY COMMISSION

DRAFT

ANNUAL RETREAT MINUTES

August 10, 2019

The Dougherty County Commission met at The Candy Room, 125 Pine Ave, Albany, Ga, August 10, 2019 for the midyear commission retreat. Chairman Cohilas provided opening remarks at 9:00 a.m. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, and Anthony Jones. Commissioner Lamar Hudgins was absent. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware and Public Information Officer Wendy Howell.

Artie Jones, III, Managing Partner, IDT Consultants, LLC Managing Partner facilitated.

County Administrator Michael McCoy reviewed the 2019 Retreat Goals to which all are completed and noted that a few have updates that will provided in a thirty day time frame. Mr. McCoy then provided an update on the need for the Board to make a policy decision regarding General Fund contribution use for capital improvements for city recreation facilities. The Chairman would like for this topic to be discussed more in a Work Session.

Mr. Jones conducted an ice breaker activity and then reviewed, based on feedback received, the community's strongest economic assets, community needs and market demand. He introduced the term "co-opposition" and emphasized that the goal of Dougherty County should be to build a strong economic base and not leave anyone behind. Individuals participated in conversation and activities to develop goals, identify priorities and resources pertaining to economic development. Mr. Jones outlined the need for implementation via performance mechanisms and branding/communication efforts. A report pertaining recommendations will be forthcoming.

After there was no further discussion, the adjourned the retreat at 3:02 p.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

## DOUGHERTY COUNTY COMMISSION

DRAFT

### WORK SESSION MINUTES

August 12, 2019

The Dougherty County Commission met in Room 120 of the Albany-Dougherty Government Center on August 12, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

The Chairman asked the Commission to review the minutes of the July 15 Regular Meeting, July 29 Work Session and July 29 Public Hearing.

The Chairman called for discussion of the zoning consideration of Danny L. Redding, Jr., owner & applicant; requests to rezone 2.573 acres from C-5 (Office-Institutional-Residential District) to M-2 (Heavy Industrial District). The property fronts S. Mock Rd at its western boundary and the Georgia and Florida Railway at its eastern boundary; the property address is 1434 S. Mock Road. The Planning Commission recommended approval to rezone to M-1 (Restricted Industrial District) and the following condition: the use of the property is restricted to motor vehicle repossession, not to include selling of motor vehicle parts and/or motor vehicle repairs. Mary Teter, Planning Manager, addressed. The Public Hearing and Action are scheduled for August 19, 2019. Commissioner Jones spoke about complaints received on business activities and current usage. Mary Teter clarified that the complaints were for a different property and shared emails regarding the applicant's plans to take action for the trespassing of the adjacent landowner. Chief Carter spoke about the cease and desist letter and planned citation for the property with complaints. Additional concerns were addressed.

The Chairman called for a discussion of a recommendation to purchase seven F150 Pickup Trucks for Facilities Management from Wade Ford (Smyrna, GA). Three trucks are priced at \$25,898 each and four trucks are priced at \$25,645 each for a total expenditure of \$180,274. Pricing for the vehicles are "piggy-backed" from the City of Atlanta's vehicle purchasing contract. Funding is available in SPLOST VII – County Department Vehicles. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick and City of Albany Central Services Procurement Manager Mike Trotter were present. Mr. Addison said that these vehicles were aged over 15 years old and were not on a scheduled replacement plan. Mr. McCoy added the vehicles were available for immediate delivery.

The Chairman called for a discussion of a presentation of the proposed recommendations for the City of Albany's consideration to improve recreation. Recreation Committee Chairman Clinton Johnson addressed. Commissioner Johnson identified \$90,000 worth of improvements at C.W. Heath Park but funding would have to come from the General Fund. The request was for policy and project implementations. Mr. McCoy outlined the five recommendations as follows:

- The recommendation to consider expanding the Fitness Center Building size at Heath Park by an area comparable to the event space in the Flint River Golf Course Clubhouse for a Yoga Room.
- The recommendation to consider making Carver Gym available for community group meeting space.
- The recommendation to consider improving lighting at basketball and tennis courts.
- The recommendation to consider developing a water park (comparable to Wild Adventures) at Paul Eames.
- The recommendation to consider developing a baseball complex at the brownfield site located at 1010 N. Front Street.

Mr. McCoy suggested the consideration of the improvements at C.W. Heath Park be delayed to mid-year because funding was not budgeted for this fiscal year. It was clarified that the list of recommendations were to be funded by the City of Albany (COA) unless joint funding was sought. The funding for C.W. Heath Park was to jointly fund improvements. The other option would be to use SPLOST funding (for improvements) if the City of Albany gave us ownership of the park. Discussion ensued and Commissioner Hudgins cautioned the Commission about setting precedence. There was consensus for Mr. McCoy to speak to the City Manager in regards to ownership. Commissioner Gaines was against ownership at this time but was in favor of asking the COA for the suggested recommended updates to be done at C.W. Heath Park.

The Chairman called for a discussion of a presentation of the County's proposed Public Service Announcement (PSA) on the Dougherty Green, Dougherty Clean litter campaign. Public Information Officer Wendy Howell addressed.

The Chairman called for a discussion on litter enforcement and fines. County Administrator Michael McCoy addressed. County Attorney Spencer Lee, Chief Code Enforcement Officer Robert Carter, KADB Director Judy Bowles and Chief Kenneth Johnson were present. Attorney Lee provided a recommendation on litter and enforcement but stressed working with the landfill was critical. Mr. Carter spoke about the need for citizens to testify in regards to the complaints. Attorney Lee shared that we have all requirements in place and that offenders needed to be "caught." He added that there were no cases for litter in Dougherty County. Mr. Addison addressed the legal requirements in place for tarping of commercial vehicles. A lengthy discussion was held on the potential recommendations. Consensus were provided for a recommendation to be brought back to the Commission in three weeks by Mr. McCoy and stakeholders on a reward program (for citizens turning in complaints), possible mandatory employee reporting (of violators) and a potential joint resolution with the City of Albany to have zero tolerance on litter. As discussion ensued, the topic was referred to the Government Affairs Committee for adding vetting.

The Chairman called for a discussion of a nomination for the County Voting Delegate at the ACCG Legislative Leadership Conference Business Session on October 3, 2019 in Athens, GA. Chairman Cohilas addressed.

Mr. McCoy provided an update on the West Parking Deck and the planned date for completion is September 4<sup>th</sup>. He also provided an update on additional lots secured during renovation.

Commission Johnson requested aerial pictures of the current property owned in Columbus, GA by Danny Redding who requested to rezone the area at 1434 S. Mock Road.

After there was no further business to come before the Commission, the meeting adjourned at 11:37 a.m.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

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

**Board Of Commissioners**

**Dougherty County**  
**Georgia**



**Proclamation**

**WHEREAS**, behavioral health is an essential part of health and one's overall wellness; and

**WHEREAS**, recovery from alcohol and other drug use occurs every day through a variety of recovery support resources and treatment programs; and

**WHEREAS**, mental health disorders and substance use disorders prevention works, treatment is effective and people recover across Georgia and around the nation; and

**WHEREAS**, millions of people across the United States are in long-term recovery living happy, healthy and productive lives; and

**WHEREAS**, we must encourage relatives and friends of people with mental health disorders and substance use disorders to implement preventive measures, recognize the signs of a problem and guide those in need to appropriate treatment and recovery support services; and

**WHEREAS**, education about recovery and addiction is essential to combating the stigma and discrimination faced by people in recovery is needed by all Georgians including public health and safety officials, the workforce, older adults and families; and

**WHEREAS**, to help more people achieve and sustain long-term recovery, the Dougherty County Board of Commissioners invites all residents of our community to participate in National Recovery Month in order to Empower Choice, Promote Change and Health Our Community; and

**THEREFORE**, We, the Board of Commissioners of the Dougherty County, Georgia, do hereby proclaim the month of September 2019 as

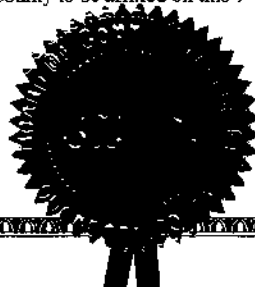
**NATIONAL RECOVERY MONTH**

We further call upon our citizens, government agencies, public and private institutions, businesses, and schools to commit to increasing awareness and understanding of mental illnesses and addiction, to fight stigma and discrimination, and to promote appropriate and accessible services for all people seeking to live a life of recovery.

**IN WITNESS WHEREOF**, I have hereunto set my hands and caused the seals of Dougherty County to be affixed on this 9<sup>th</sup> day of September, in the year two thousand and nineteen.

**BOARD OF COMMISSIONERS  
DOUGHERTY COUNTY, GEORGIA**

**Christopher S. Cohilas, Chairman**



**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA, THE CITY OF  
ALBANY, GEORGIA AND THE GEORGIA BUREAU OF INVESTIGATION ET AL PROVIDING FOR  
MUTUAL AID LAW ENFORCEMENT CAPABILITY; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing an Intergovernmental Agreement between Dougherty County, Georgia, the City of Albany, Georgia and the Georgia Bureau of Investigation et al providing for mutual aid law enforcement capability.

**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 copy of the Southwestern Regional Drug Enforcement Office Intergovernmental Agreement is hereby approved and the County Administrator is hereby authorized to execute same as well as any other documents necessary to full implementation of the Intergovernmental Agreement. The County Clerk is hereby authorized to attest said execution.

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

This the 9th day of September, 2019.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

**Southwestern Regional Drug Enforcement Office  
Intergovernmental Agreement**

Pursuant Article IX, Sec. III, Para. I of the Constitution of the State of Georgia which establishes the Office of Sheriff and other local Constitutional offices, and O.C.G.A. § 36-69-1 *et seq.* which defines and authorizes the use of Mutual Aid Agreements for local and state government the following offices, agencies and governing bodies enter into this intergovernmental agreement to operate the Southwestern Regional Drug Enforcement Office (hereinafter referred to as “SWRDEO”). This agreement establishes a mutual aid law enforcement capability among the participating law enforcement agencies, county governing authorities, municipal corporations and district attorneys enumerated herein in order to prevent and detect drug related crimes. The SWRDEO operates by and through the consent of the participating agencies and local governing bodies listed below.

**Dougherty County Sheriff’s Office**  
**City of Albany**  
**Dougherty County Police Department**  
**Dougherty County District Attorney’s Office**  
**Georgia Bureau of Investigation**

The entities identified above enter into this intergovernmental agreement pursuant to the following particulars.

WHEREAS, the SWRDEO entities seek to rid their communities of illicit drug and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and,

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the State of Georgia through the parameters of this mutual aid agreement as authorized under O.C.G.A. § 36-69-1 *et seq.*; and,

WHEREAS, the entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as “Byrne-JAG”) in order to further this collaborative effort; and,

NOW BE IT KNOWN, the entities of this intergovernmental agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the agreement.

This intergovernmental agreement shall become valid upon the effective date of Byrne-JAG funding in 2019 and shall be active through the end of the grant period. The entities shall re-examine the extent and need of this agreement and the roles of its participants at the expiration of the grant period. This Intergovernmental Agreement can be amended, revised or otherwise renewed upon agreement of the entities.

## **A. ASSIGNMENT OF PERSONNEL**

1. The entities assign personnel to the SWRDEO as follows:
  - a) Dougherty County Sheriff's Office assigns one deputy.
  - b) City of Albany assigns two police officer and 1 support staff.
  - c) Dougherty County Police Department assigns one officer
  - d) Georgia Bureau of Investigation assigns six (6) agent(s).
2. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the entities as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically stated otherwise in this intergovernmental agreement. Personnel assigned to the SWRDEO by one of the entities shall not be considered temporary or permanent employees, volunteers or agents of the SWRDEO or of any other entities for any purpose whatsoever, including liability, or be entitled to or any rights or benefits of another entity, whether deputized or not by such other entity.
3. The entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their employees assigned to the SWRDEO.
4. Except as otherwise provided herein, each entity shall, at the entity's sole cost and expense, provide its personnel with any necessary vehicles, vehicle insurance, radios and law enforcement equipment necessary to performance hereunder.
5. If deputized by one or more sheriffs participating in the agreement, the employees and agents of responding entities shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this intergovernmental agreement.

## **B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS**

Each county governing authority and municipal corporation agrees to the following with regard to expenses associated with personnel assigned to the SWRDEO:

1. The governing authority of the City of Albany (hereinafter "Fiscal Agent") will serve as the applicant, recipient and fiscal agent of Byrne-JAG funding on behalf of the participating county governing authorities and municipal corporations.
2. As the recipient of Byrne-JAG funding, the Fiscal Agent will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting

system must be able to accommodate a fund and account structure to separately track receipts; expenditures, assets, and liabilities for grant each award.

3. Each participating county governing authority or municipal corporation will fund the initial costs of the detached personnel listed in Section A of this intergovernmental agreement.
4. On a calendar quarterly basis each participating county governing authority or Municipal Corporation shall invoice the Fiscal Agent for reimbursement of the personnel costs paid for by the sponsoring entity. (If applicable)
5. Said invoice shall be sent to Fiscal Agent no later than three (3) business days following the end of each calendar quarter, and shall be accompanied by all supporting documentation including, but not limited, to payroll system reports, invoices and other relevant documentation. (If applicable)
6. The Fiscal Agent, on behalf of the SWRDEO, will submit for and accept quarterly reimbursement payments for personnel costs paid by participating entities. (If applicable)
7. The Fiscal Agent will receive and deposit the quarterly reimbursements as referenced under paragraph 5 of this section into the Fiscal Agent's checking account.
8. Said funds will be paid by the Fiscal Agent to each participating county governing authority or Municipal Corporation to reimburse personnel costs appropriately invoiced as referenced under paragraph 3 of this section within ten (10) business days of receipt of quarterly reimbursement. (If applicable)
9. Each entity swears, affirms and agrees to ONLY seek reimbursement for uses permitted under the Edward Byrne Memorial Justice Assistance Grant Program.
10. All property purchased with local funds appropriated by the county governing authority or Municipal Corporation on behalf of SWRDEO shall be titled in the name of the local governing authority having financial interest in such property. The use of such property shall be consistent with the requirements of this intergovernmental agreement.
11. The Fiscal Agent shall obtain and maintain any required insurance documentation from each county governing authority or Municipal Corporation.
12. The records, accounts, documents, etc., of the Fiscal Agent relating to the SWRDEO shall be open for inspection or audit by all entities of this agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the SWRDEO Operating Committee as requested.
13. Once an assignment has been made to the SWRDEO, the agent will be provided the necessary equipment (i.e. vehicle, radio and law enforcement equipment) by the task force as funds are available. If fiscal

conditions deteriorate to the extent this becomes an undue burden on the task force, the Control Board could opt to require the participating agencies fund this expense.

14. The SWRDEO agrees to reimburse a participating agencies salary at the pre-negotiated rate not to exceed a \$50,000.00 annual salary. (If applicable)

### **C. SWRDEO OPERATING COMMITTEE**

1. The SWRDEO shall be administered by the SWRDEO Operating Committee. Each participating sheriff and chief of police, or their designee, shall serve as members of the committee. The committee will select from its participating law enforcement agencies a chairman to conduct meetings. The members of the committee may also select other officers as deemed appropriate.
2. The committee shall meet at least quarterly. A quorum shall be established by the committee and official votes of the committee may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the committee must be taken and retained.
3. The committee shall adopt policies and procedures to ensure that the work of the SWRDEO and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the SWRDEO and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under SWRDEO policy.
4. SWRDEO operations will be supported using Byrne-JAG funding, appropriations from local governing authorities and the State of Georgia, funding acquired by participating law enforcement entities through the Georgia Uniform Civil Forfeiture Procedure Act and from other sources as authorized under State and Federal law. Upon the seizure and condemnation of property or funds seized through SWRDEO activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the SWRDEO, the Chairman of the Operating Committee with the consent of the committee shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.
5. The committee shall approve or amend the SWRDEO's annual operating budget as necessary. Within the fiscal limits of said budget, the committee may authorize expenditures for acquisition of equipment, supplies, goods services or other commodities necessary for SWRDEO operation. Any such purchases with funds appropriated by county governing authorities or municipal corporations shall be titled in the name of the local entity responsible for the purpose of such property. The entities may enter into amendments to this intergovernmental agreement or separate agreements regarding the use of such property.
6. It is hereby agreed that cash revenues received as a result of condemnations initiated by the SWRDEO shall be disbursed as follows:

- a. The SWRDEO shall retain 100% of all forfeited cash assets after applicable court/advertisement cost has been paid. The SWRDEO will be responsible for all maintenance and purchase of task force vehicles to include fuel expenditures. If the State Asset Forfeiture account reaches a balance that is not acceptable to the Control Board this provision may be suspended.
- b. In cases where members of the SWRDEO participate in a Federal investigation, they are authorized to apply for Federal Equitable Sharing. Pursuant to new guidelines issued by the Department of Justice, the SWRDEO will utilize the City of Albany Police Department as their Fiduciary Agency for Federal Equitable Sharing. Any monies filed on and/or awarded will be deposited in the City of Albany Police Departments Federal Asset Forfeiture Account.
- c. All retained funds and property forfeited to the SWRDEO will be utilized for the continuation of the task force project as stipulated by the CJCC and federal guidelines. The proceeds from the sale of property that has been retained and used by the SWRDEO shall be retained by the SWRDEO. All forfeited vehicles to be retained by the SWRDEO will be titled by the City of Albany Police Department for insurance purposes. Once said vehicles are disposed of by way of sale or auction, the proceeds shall be retained by the SWRDEO. SWRDEO forfeitures will be reported under the City of Albany annually to the Carl Vinson Institute of Government per state law.
- d. In instances where the Southwestern Regional Drug Enforcement Office assists with an investigation initiated and investigated independently by a parent agency or other non-participating agency, the Commander and the affected agency head will reach an agreement as to the fair distribution of forfeitures based on each agency's involvement in the investigation. This may be conducted on a per incident basis or in the form of a written interdepartmental agreement between the Southwestern Regional Drug Enforcement Office Commander and the Agency affected. The District Attorney serving the judicial circuit in question will serve as the final decision-maker in issues that fail to be resolved by the Task Force and the affected department head.

#### **D. INSURANCE AND LIABILITY**

1. Each county governing authority or municipal corporation shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of all sheriff's office or police department personnel participating on the SWRDEO. This insurance policy shall defend and indemnify the county governing authority or municipal corporation and all its assigned law enforcement personnel assigned to the SWRDEO. The policy must also defend and indemnify the elected officials, officers, agents, volunteers and employees for any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, arising directly or indirectly from any act or omission of their officials, officers, employees, agents and/or volunteers. Agencies that have elected to self-insure pursuant to Georgia's sovereign immunity statute are exempt from this subsection.
2. Unless otherwise expressly agreed, each county governing authority or municipal corporation shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating law enforcement agencies operating under SWRDEO policies even where assigned officers are deputized by one or more sheriffs.

3. Each party to this agreement expressly decline responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers and employees, whether deputized or otherwise. The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.
4. Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
5. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
6. Any excess or uninsured liability shall be borne proportionately by the county governing authority or Municipal Corporation in accordance with their law enforcement entity's role in the events leading to such liability. This does not include the liability of any individual officer, employee, or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
7. Each county governing authority or municipal corporation shall be responsible for providing insurance coverage for injuries or death to its individual personnel. Each local governing authority will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement entity while they are assigned to the SWRDEO or are otherwise participating in or assisting with SWRDEO operations or activities. Each local governing authority waives the right to, and agrees that it will not bring any claim or suit against any other local governing authority for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with SWRDEO operations or activities, even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.
8. Each local governing authority shall be responsible for damages to or loss of its own equipment. Each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with SWRDEO operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the SWRDEO by its law enforcement entity.
9. All insurance policies and certificates required under this agreement shall be submitted to the Fiscal Agent within 30 days of signature of this intergovernmental agreement. Such policies and certificates shall be open to inspection by any county governing authority or municipal corporation and copies of the policies or certificates shall be submitted to entities of this agreement upon written request.

## **E. COOPERATION OF JURISDICTIONS**

1. The sheriffs, county governing authorities and municipal corporations shall cooperate and use their best efforts to ensure that the various provisions of the agreement are fulfilled. All entities of this agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this Agreement and applicable law.

## **F. MISCELLANEOUS**

1. Should a court of competent jurisdiction rule any portion, section or subsection of this intergovernmental agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
2. All entities of this agreement agree that the undersigned official is authorized by the governing bodies of each participating jurisdiction to sign this agreement, and, by affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the governing body of his or her jurisdiction.
3. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file with the governing authority serving as the Fiscal Agent of the Byrne-JAG Grant funding.
4. The Task Force Control Board agrees to abide by the particulars set forth in the Southwestern Regional Drug Enforcement Office By-Laws. (Attachment A)
5. Personnel seeking assignment to the Task Force will be disqualified for the following:
  - Failure of a GBI administered polygraph examination; Prior convictions for felonies and/or misdemeanors of a high and aggravated nature;
  - Illegal use of a Schedule I or II drug as defined under Georgia law; Use of marijuana during the past five (5) years or during the time of employment with a law enforcement agency;
  - Use of marijuana ten or more times;
  - Failure of a drug screening;
  - Failure to meet certain financial obligations as determined in a GBI background investigation;

- Certain derogatory information developed as a result of a GBI background investigation.
6. All Task Force personnel will attend appropriate training sessions offered at the Georgia Public Safety Training Center and at other locations deemed appropriate by the Task Force Commander and/or the control Board unless exempted by the Commander based on an assessment of past experience.
  7. Participating local agencies hereby agree that personnel assigned to the SWRDEO by their agencies as Task Force Agents will be committed to the SWRDEO unit no less than **three years** unless released as a result of disciplinary action or at the joint agreement between the SWRDEO Commander and the affected control board member.
  8. The Task Force will coordinate its enforcement efforts with local law enforcement agencies, all District Attorneys from the affected regions, authorized state law enforcement agencies, and federal law enforcement agencies.
  9. The Task Force Commander will insure that Task Force personnel have been sworn by the GBI Director as GBI Task Force Agents for the State of Georgia prior to initiating any law enforcement efforts outside of their home agency territory. Full liability insurance coverage for each Task Force Agent will be provided by parent agencies. Said Liability insurance coverage will insure that when conducting law enforcement activities outside the jurisdictional boundaries of their employing agencies, Agents are covered through an active policy within their parent agency. This liability insurance shall be the responsibility of the parent agency providing enforcement authority to the individual Task Force Agents.
  10. Task Force personnel will comply with the drug testing policies of the parent agencies, in addition to random drug testing provided by the task force.
  11. It is recognized that investigative actions will be carried out by assigned local task force agents in areas located outside the participating control board members jurisdictions. When operating outside of their respective jurisdictions, task force agents will do so only with the knowledge and consent of the task force commander.
  12. Adoption of Directives/Policies for Task Force Operations. All personnel assigned to the Task Force will meet or exceed the minimum qualifications established by the Georgia Bureau of Investigation and the Criminal Justice Coordinating Council. Qualifications for Task Force personnel, specifically Task Force Commander, Assistant Commander, Task Force Agents and Administrative Assistants, are described in Attachment B. Attached is the command structure of the Southwestern Regional Drug Enforcement Task Force. (Attachment C)(PENDING)
  13. This Intergovernmental and Interagency Agreement commences July 1, 2008 and will continue until such time the Task Force is deemed non-viable by the stipulations of this agreement. This agreement creates a State and Local Multi-Jurisdictional Drug Task Force. The Georgia Bureau of Investigation agrees to participate as outlined above until such time the task force is dissolved by a unanimous vote of participating local agencies or the task force is no longer viable. The task force will be considered viable as long as no less than two local agencies participate through the assigning of at least one full time agent. Should the task force be dissolved all grant purchased task force assets will be equally divided among current participating agencies. Remaining cash forfeiture balances will be distributed

in the same manner. **Agencies that withdraw from task force participation while the task force remains viable relinquish all claim and rights to task force assets.** Property purchased by the GBI for task force use will remain the property of the GBI.

14. This agreement has been considered, voted on, adopted and approved by the following Control Board members and Governmental Authorities which also agree that it is subject to revision as deemed appropriate by the Control Board and the Georgia Bureau of Investigation.
15. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided as of the day and year written on the approved signature pages.

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA, THE CITY OF  
ALBANY, GEORGIA AND THE GEORGIA BUREAU OF INVESTIGATION ET AL PROVIDING FOR  
MUTUAL AID LAW ENFORCEMENT CAPABILITY; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing an Intergovernmental Agreement between Dougherty County, Georgia, the City of Albany, Georgia and the Georgia Bureau of Investigation et al providing for mutual aid law enforcement capability.

**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 copy of the Southwestern Regional Drug Enforcement Office Intergovernmental Agreement is hereby approved and the County Administrator is hereby authorized to execute same as well as any other documents necessary to full implementation of the Intergovernmental Agreement. The County Clerk is hereby authorized to attest said execution.

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

This the 9th day of September, 2019.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

## REAL ESTATE LEASE CONTRACT

GEORGIA, DOUGHERTY COUNTY

THIS LEASE CONTRACT made and entered into as of the \_\_\_\_ day of September, 2019, to be effective October 1, 2019, by and between JFT Public Properties LP, hereinafter called "Lessor," and The City of Albany, Georgia and Dougherty County, Georgia hereinafter called "Lessees."

### WITNESSETH:

1.

That for and in consideration of the mutual promises and covenants of the parties and the mutual benefits to be gained by the performance thereof, and for the further consideration of the rent of Four Thousand One Hundred Twenty Dollars (\$4,120.00) to be paid by Lessees to Lessor, Lessees hereby lease from Lessor, subject to all of the terms and provisions of this lease contract, the real estate described in the attached Schedule A.

2.

The term of this lease is described in the attached Schedule A. The parties agree that Lessees have the option to extend this lease on the same terms and conditions expressed herein, except rent, for periods described in the attached Schedule A.

3

Lessees are jointly and severally liable for monthly rental of Four Thousand One Hundred Twenty Dollars (\$4,120.00) per month.

4.

Lessor agrees to promptly pay all ad valorem property taxes.

5.

Lessor will pay any charges for electricity, gas, water, janitorial, and other like services applied or furnished to the leased property during the term of this lease. Lessees will be jointly and severally responsible for such charges beginning July 1, 2020.

6.

Lessees will carry liability insurance coverage at Lessees' sole expense and furnish Lessor timely certificates of insurance during the term of this Agreement or any renewal.

7.

Lessees agree its representatives has inspected the leased premises and has concluded the leased premises are completely acceptable, adequate and sufficient to allow Lessees to conduct Lessees' business. Lessees agree to accept the leased premises and to keep the leased premises, including any improvements made thereon, in good condition and to return the same to Lessor at the end of this lease in the same condition as when received, natural wear and tear excepted. Lessees shall turn over to Lessor all keys to the premises, including keys made by Lessees or Lessees' agents. Lessor shall keep the roof in good repair and shall make all structural repairs, wiring, plumbing, and heating and air conditioning repairs and any repairs to the parking area. Lessees agree to do any and all maintenance and other upkeep, including painting needed on the leased premises during the term of the lease.

8.

Lessees may remove any fixtures or personal property Lessees may place in or use in connection with the leased premises upon expiration of the lease, provided the same are removed within ten (10) days after the expiration thereof. Lessees agree at Lessees' expense to repair any damage to the building or real estate of the Lessor that may be caused by the removal of any such personal property, fixtures, or equipment of Lessees.

9.

It is understood that this is a personal lease between the parties, but Lessees shall have the right of subleasing the premises, upon prior written approval of the sublease by the Lessor. In such event, Lessees will

remain liable for rental and performance of all other covenants and conditions contained herein.

10.

It is agreed that this lease contract shall create a mere usufructuary interest in Lessees and shall in no way be construed as creating an estate for years.

11.

Lessor agree to carry fire and extended coverage insurance on the leased building at the sole expense of Lessor. In case of damage to the building by fire or other cause, Lessees shall give immediate notice thereof to the Lessor. If the said building shall be damaged by fire or other cause, the injury shall be repaired at the expense of Lessor as speedily as possible after such notice; and if the said building shall be rendered untenable by fire, or by any other cause, the rent shall cease until said building shall be repaired as aforesaid. If the building shall be destroyed by the elements, or any other cause, or so nearly destroyed as to require rebuilding, the rent shall be paid up to the time such destruction occurred, and Lessor shall promptly elect to either restore the premises as speedily as possible, whereupon rent will commence as soon as the building is restored or rebuilt so as to again be tenantable, or to cancel the lease, all at the option of Lessor.

12.

It is understood and agreed by the parties that Lessor has borrowed money and has used the leased premises as security for the loan, giving a deed to secure debt conveying the leased premises. It is further understood and agreed by the parties that Lessor may wish in the future to borrow money and to use the leased premises as security for the loan, giving a deed to secure debt conveying the leased premises. This lease is made subject to any such deed to secure debt executed in the future, Lessor hereby agreeing and covenanting to hold Lessees harmless therefrom and to keep any loans secured by the leased premises current and not in default. It is further understood and agreed by the parties that Lessor may be required to assign this lease contract as additional collateral for such indebtedness, and Lessees agree to such assignment. The Lessor covenants that Lessor has lawful title and the right to make this lease for the term aforesaid, that Lessor will put the Lessees into complete and exclusive possession of the premises, except as otherwise specified herein, and that if the Lessees shall pay the rental and perform all the covenants and conditions and provisions of this lease to be performed by Lessees, the Lessees shall, during the term demised, freely, peaceably, and quietly occupy and enjoy the full possession of the premises hereby demised and leased, together with all of the rights and appurtenances thereunto belonging or appertaining.

13.

If the Lessees shall fail to promptly pay the rent within the time herein stipulated or any other sums for which the Lessees are liable hereunder, time being of the essence thereof, or should Lessees breach any of Lessees' obligations under this lease, and should fail to make good said default by paying the rent or remedying the breach of any of Lessees' covenants thereunder within thirty (30) days after being given written notice thereof by Lessor, or if the leasehold interest of the Lessees shall be the subject of permanent receivership for the disposition of such leasehold interest, or if Lessees shall be adjudged bankrupt or shall become a party to a proceeding in which an order is sought or in which an order is entered in any way affecting or altering the payment of the rent and the time of the payment thereof, the Lessor may, at Lessor's option, terminate the lease and take possession of the leased property, with the right, at the election of Lessor, acting as agent for Lessees, to rent the leased premises for the balance of the term of the lease at the best price obtainable, and Lessees shall be liable to Lessor for the difference between the amount of the rent under this lease and the amount for which Lessor is able to rent said property, after deducting therefrom any reasonable expenses incurred by the Lessor in securing possession of and releasing the property. The rights and remedies provided for herein shall be cumulative of all rights and remedies provided by law and of any and all other rights and remedies specified in this lease contract.

14.

Bankruptcy or the institution of any insolvency proceedings, voluntary or involuntary, affecting Lessees or the breach of any other conditions of this agreement, shall give Lessor the right and option to cancel the same and take possession of the premises.

15.

The rights and remedies in the event of default herein contained are cumulative of all other rights and remedies that Lessor may have under the laws of the State of Georgia and are in lieu thereof.

16.

Lessees agree to comply with all lawful orders and requirements of all federal, state and local governmental authorities in respect to the manner in which Lessees use the leased premises.

17.

Lessor agrees that Lessees may place on the building leased hereunder Lessees' name, signs, or advertisements on any portion of the demised premises, at the sole expense of Lessee.

18.

Time is of the essence of this Agreement.

19.

If Lessees remain in possession of the property leased after the expiration of the term of the lease, without a further written lease from Lessor for a specified term, such a holding-over shall constitute the second party as a tenant at will, subject to all of the terms and conditions of this lease contract which shall be negotiated between Lessor and Lessees.

20.

In the event of any legal proceedings regarding this agreement, including appellate proceedings, the prevailing party shall be entitled to a reasonable attorney's fee. "Legal proceedings" shall include any legal services used prior to commencement of litigation.

21.

It is agreed that nothing in this lease shall be construed as authorizing Lessees to do any act which shall in any way encumber the title of Lessor to the property leased; that the interest or the estate of Lessor therein shall in no way be subject to any claim by way of liens or encumbrances or otherwise, whether claimed by operation of law or by virtue of any express or implied contract by Lessees; and that any claim to a lien, encumbrance or other charge upon said property arising from any act or omission of Lessees, shall accrue only against the usufruct interest of Lessees, and shall in all respects be subject to the paramount title and right of the Lessor in and to said property.

22.

#### **COMPLIANCE WITH ENVIRONMENTAL REGULATIONS**

a) Lessees shall not cause or permit any hazardous wastes, hazardous substances, toxic substances or related materials (collectively "Hazardous Materials") to be used, generated, stored, or disposed of on, under or about or transported to or from the premises (collectively "Hazardous Materials Activities") except in compliance with all applicable federal, state and local laws, regulations and orders governing such Hazardous Materials or Hazardous Materials Activities, which compliance shall be at Lessees' sole expense. Additionally, Lessees shall not cause or permit any Hazardous Materials to be disposed of on, under or about the premises without the express written consent of the Lessor, which may be withheld for any reason and may be revoked at any time.

b) At the expiration of the lease, including any extensions, Lessees shall remove from the premises, at Lessees' sole expense, all Hazardous Materials located, stored or disposed of on, under or about the premises which were first brought to or used, stored or disposed of on the premises by Lessees or by Lessees' employees, agents, contractors, licensees or invitees. Lessees shall close, remove or otherwise render safe any buildings, tanks, containers or other facilities related to the Hazardous Materials Activities conducted or permitted on the premises in the manner required by all applicable laws, regulation, ordinances or orders. Lessees shall be solely responsible for the transportation, handling, use or re-use and disposal of such Hazardous Materials after their removal from the premises.

c) Lessor shall not be liable to Lessees or to any other party for any Hazardous Material Activities conducted or permitted on, under or about the premises by Lessees or by Lessees' employees, agents, contractors, licensees or invitees. Lessees shall indemnify, defend with counsel acceptable to Lessor and hold Lessor harmless from any claims, damages, fines, penalties, losses, judgment costs and liabilities arising out of or related to any Hazardous Materials Activities conducted or permitted on, under or about the premises by Lessees or by Lessees' employees, agents, contractors, licensees or invitees regardless of whether Lessor shall have consented to, approved

of, participated in or had notice. This paragraph shall survive the expiration or termination of this lease. Lessor shall indemnify and hold Lessees harmless for claims which arise or relate to any Hazardous Materials Activities conducted or permitted on, under or about the premises by parties other than Lessees prior to the commencement date of this lease.

d) Lessees shall be responsible for all reporting or notification obligations of an owner, operator or person in control of petroleum products or Hazardous Materials under any applicable federal, state or local law, regulation, ordinance or order.

e) Lessor has no knowledge of the existence of any hazardous material or substance existing on premises or to be constructed in any improvements called for under any plans or specifications.

23.

This contract shall be binding upon, and shall inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto.

24.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements oral or otherwise between the parties not embodied herein shall be of any force or effect. This lease may not be modified except in writing signed by both parties.

25.

If any provision of this lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this lease which shall continue to remain in full force and effect.

26.

If Lessor should waive any provision of this lease, it shall not be construed as a waiver of a further breach of such provisions.

27.

In the event Lessees abandon the property prior to the expiration of this lease, Lessor may (1) retake the premises for the account of the Lessees and hold Lessees liable for the difference in any rent received, (2) retake the premises for Lessor's own account and relieve Lessees of further liability, or (3) do nothing and hold Tenant liable for the rent. Lessor may dispose of any personal property abandoned by Lessees. Abandonment shall be deemed to be removal of most of Lessees' possessions from the property or being absent from the property for fifteen (15) days without notice to Lessor.

28.

Lessees' interest in the premises shall be subordinate to any liens or encumbrances now or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Lessees agree to sign any documents indicating such subordination which may be required by lenders.

29.

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and certified, return receipt requested, and addressed to the address set forth below. All notices, demands and requests shall be effective upon being deposited in the United States Mail; however, the time period in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days' written notice hereof, Purchaser shall have the right from time to time and at any time during the term of this Agreement to change its respective address, and shall have the right to specify as its address any other address within the United States of America. For the purposes of this Agreement:

The address of Lessor is: 2700 Palmyra Road

P.O. Box 3948  
Albany, GA 31706-3948

The address of Lessees:

City of Albany, Georgia  
ATTN: City Manager  
401 Pine Avenue, Second Floor  
Albany, GA 31701

Dougherty County, Georgia  
ATTN: County Administrator  
222 Pine Avenue, Suite 540  
Albany, GA 31701

30.

This lease shall not be recorded in any public records.

31.

Lessees shall make no alterations, decoration, additions or improvements in or to the premises without Lessor's prior written consent and then only by contractors or mechanics approved by Lessor. All such work shall be done at such times and in such manner as Lessor may from time to time designate. All alterations, additions or improvements upon the premises, made by either party shall become the property of Lessor, and shall remain upon, and be surrendered with the premises at the termination of this lease. Any mechanic's lien filed against the premises, or the building, for work claimed to have been done for Lessees, shall be discharged by Lessees within ten (10) days thereafter at Lessees' expenses by filing bond as required by law.

32.

Lessor reserves the right to enter the premises, at reasonable hours, for the purpose of inspection, repair, or showing to prospective lessees or purchasers. Lessor may place "For Sale" or "For Rent" signs, or both, on the premises. However, Lessees have the right to select the location and size of the sign.

33.

If Lessees add to or change the locks on the premises, Lessor shall be given copies of the keys. Lessor shall at all times have keys for access to the premises in case of emergencies.

34.

Lessor agrees that a rent escalator of no more than two percent will be requested for any extension of this lease understanding that the two percent escalator is subject to the budget process.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, in duplicate originals, either of which may be used for any purpose whatsoever without producing or accounting for the other.

**"LESSOR: JFT Public Properties LP"**

By: \_\_\_\_\_ (SEAL)  
Mark Taylor

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

**ATTEST:**

**"LESSEE: City of Albany, Georgia"**

By: \_\_\_\_\_  
Sonja Tolbert, City Clerk

By: \_\_\_\_\_ (SEAL)  
Sharon D. Subadan

Title: City Manager

**ATTEST:**

**"LESSEE: Dougherty County, Georgia"**

By: \_\_\_\_\_  
Jawahn Ware, City Clerk

By: \_\_\_\_\_ (SEAL)  
Michael McCoy

Title: County Administrator

**REAL ESTATE LEASE CONTRACT  
SCHEDULE A, NO. 1**

**REAL ESTATE DESCRIPTION:** That part or portion of office building located at 1301 Evelyn Avenue, Albany, Georgia, consisting of approximately 5950 square feet, together with the right to use the tenant parking area at the, office building in common with other tenants in said building.

**TERM OF THE LEASE:** The term of this lease shall be for a period of 12 months, beginning on the 1<sup>st</sup> day of October, 2019 and ending on the 1st day of October, 2020.

This Schedule A is hereby made a part of that certain Real Estate Lease Contract between the parties dated as of the 1st day of October, 2019.



**DISASTER RECOVERY  
PAYMENT REQUESTS  
HURRICANE MICHAEL 2018**

*As of August 23, 2019*

**Ceres**

<u>Invoice #</u>	<u>Amount</u>	<u>Description</u>
115551	\$ 93,955.49	Tipping Fees

**Ceres Total to date: \$3,127,202.87**

**Tetra Tech Total to \$ 628,480.22  
date:**

**Grand total to date: \$3,755,683.09**  
*Including current request  
Disaster Recovery*