

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MARCH 14, 2023

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, STEVE BROCK AND GEORGE ANDERSON, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held February 28, 2023, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

TriRivers Waterway Development Association – Phillip Clayton. Chairman Stephens recognized Phillip Clayton who stated in the Southeast Region there is 12,000 miles of commercially navigable waterways and the Corps has 192 lock sites in inventory with three locks being in our system. Mr. Clayton stated TriRivers Waterway Development Association and other organizations are trying to accomplish getting those three locks repaired due to the economic impact it is having on our region.

After a lengthy presentation, Mr. Clayton stated that if the locks are repaired it would improve the economic impact for our region. The restoration can create thousands of jobs and produce a return on investment that can reach an average annual rate of 24%. The counties around the ACF lower basin need this investment since most of them have high poverty rates and the river is their only economic asset. The economic policy can also lead to a greater equity and inclusion for an economically depressed area.

Consider Approval of Memorandum of Understanding – New Opioid Settlements. Chairman Stephens recognized County Administrator Thomas who stated in the Commissioners' packet is a letter from Andrew J. Hill III, from Blasingame, Burch, Garrard, & Ashley, PC, Attorneys at Law who are representing Decatur County in the opioid litigation. Mr. Hill states in the letter that five new national opioid settlements have been reached and he is recommending Decatur County participate in the New Opioid Settlements.

Attached is a proposed memorandum of understanding, which is by a resolution. Mr. Hill is recommending that Decatur County approve the MOU and agree to participate in the New Opioid Settlement and to appoint an individual to sign the MOU participation forms. County Administrator Thomas is recommending approval by the Board based on Mr. Hill's recommendation. County Administrator Thomas stated Chairman Stephens is named in the Resolution as the individual authorized to execute the MOU acknowledgement and to complete the participation forms for the New Opioid Settlements, a copy of which is attached. Commissioner Davis made a motion to approve the resolution with Chairman Stephens as the authorized individual to sign all required documents of the MOU. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Intergovernmental Agreement – Animal Control Services. Chairman Stephens recognized County Administrator Thomas who stated the Board currently has an intergovernmental agreement with the City of Bainbridge to provide animal control services in the County and this is an upgraded intergovernmental agreement. County Administrator Thomas stated a new building is in the process of being constructed with an anticipated opening date of March 1, 2024, which is also the beginning date of the ten year intergovernmental agreement. The compensation will be \$33,333.33 a month for the ten year period ending February 28, 2034 and County Administrator Thomas is recommending approval by the Board, a copy of which is attached. Vice Chairman Brinson made the motion to approve the intergovernmental agreement. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Executive Session – Real Estate

Commissioner Brock made the motion to enter into executive session to discuss real estate. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the boardroom. Vice Chairman Brinson made the motion to enter back into regular session. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.


Chairman Stephens stated a real estate lease was discussed in executive session and no action was taken.

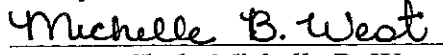
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming.

ADJOURN

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



A RESOLUTION OF DECATUR COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE DECATUR COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The Decatur County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The Decatur County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints Chairman Pete Stephens as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the Decatur County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

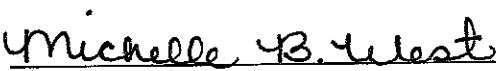
Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Decatur County Board of Commissioners, held on March 14, 2023.



Chairman, Board of Commissioners

ATTEST:



County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ANIMAL CONTROL SERVICES BETWEEN DECATUR COUNTY,
GEORGIA AND BAINBRIDGE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 14th day of March, 2023, by and between the City of Bainbridge, Georgia ("City"), a municipal corporation, and Decatur County, Georgia ("County"), a constitutionally created political subdivision of the State of Georgia, hereinafter collectively referred to as the "Parties."

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph III, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City and the boundaries of Decatur County; and

WHEREAS, the mission of Bainbridge-Decatur County Animal Services is to provide a humane environment for Decatur County's homeless pets while enforcing the animal control laws of the City of Bainbridge and of Decatur County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Bainbridge-Decatur County Humane Society, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Bainbridge-Decatur County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the City to respond to citizens' requests for animal control services within the legal boundaries of Decatur County; and

WHEREAS, the Parties desire, through this Agreement, to agree to these Articles of this Agreement under the terms and conditions set forth;

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

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of the City of Bainbridge and of Decatur County, GA in a manner that reflects quality and professionalism.

The Parties agree that:

- 1.1 The City agrees to provide animal control services. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The City agrees to provide a response to requests for animal control services within Decatur County in accordance with the time periods specified.
- 1.3 The City agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the legal boundaries of the unincorporated area of Decatur County.
- 1.4 The City agrees to provide the County courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided within the corporate limits of the city.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for ten (10) years from March 1, 2024, at 0000 hours through and concluding at 2400 hours on February 28, 2034.

At the conclusion of the term (2400 hours on February 28, 2034), the County will be solely responsible for providing all animal control services within the unincorporated boundaries of Decatur County, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

Either party may terminate this Agreement for convenience, at any time, upon one hundred and eighty (180) days' notice.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County shall remit to the City \$33,333.33 in 120 equal payments due on the first day of each month. The payment amount will be enforceable during the period of this agreement and all payments will be due within fifteen (15) days of the invoice date and should be sent to the following address:

City of Bainbridge
Attn: Accounts Receivable
P.O. Box 158
Bainbridge, Georgia 39818

Failure to remit payment to the city within fifteen (15) days of the invoice date may result in the suspension of services to the County until such time as the payment is received or termination of the agreement.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or governmental partners.

ACO(s) will cite animal owners for violations of Decatur County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment and when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of seven (7) days unless reclaimed by their owner, transferred to rescue, or adopted as provided in the Decatur County Animal Control Ordinance. The city will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be forty- five (45) minutes or less. "Response time" means that period of time between receipt of a service request and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than 4 hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than 24 hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Services Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through request for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with the County's Animal Control Ordinances and other applicable laws.

The City will complete the "thorough investigations" referenced in this section within 7 (seven) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

**ARTICLE 5
TRANSITION**

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from City to the County to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the County.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Manager and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

**ARTICLE 6
IMMUNITY**

It is the intent of the Parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

**ARTICLE 7
TERMINATION AND REMEDIES**

The City or the County may terminate this Agreement in the event of default by the other.

An event of default shall occur if the City fails to provide animal control services as stipulated herein.

The County shall be in default if the County fails to timely pay the City.

If, in the determination of either party, an event of default occurs, the aggrieved party must notify the party alleged to be in default in writing specifying the basis for the default and advise that the default must be cured to the aggrieved party's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The aggrieved party may at their discretion grant additional time to cure the default without waiver of any rights.

In the event that either Party breaches a material term or condition of this Agreement, other than an event of default, the Party in breach, upon receipt of a written request from the nonbreaching Party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching Party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching Party to remedy the breach. The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 8
AMENDMENTS**

This Agreement may be modified at any time during the term only by mutual written consent of both Parties.

**ARTICLE 9
NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Alan Thomas, County Manager
P.O. Box 726
Bainbridge, Georgia 39818
229-248-3030

With a copy to:

Bruce W. Kirbo, Jr,
County Attorney
206 W. Water Street
Bainbridge, Georgia 39817
229-246-3900
229-246-9062

If to the City:

Chris Hobby, City Manager
P.O. Box 158
Bainbridge, Georgia 39817
229-248-2000
229-246-7311 (facsimile)

With a copy to:

Tom Conger, City Attorney
Conger and Smith, LLC
218 E. Water Street
P.O. Box 7457
Bainbridge, Georgia 39818
229-246-0525
229-246-7122 (facsimile)

**ARTICLE 10
NON- ASSIGNABILITY**

Neither Party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of the Agreement.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the Parties to this Agreement are performable in Decatur County, Georgia and, if legal action is necessary to enforce same, the Parties agree exclusive venue shall lie in Decatur County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 15
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Decatur County Board of Commissioners, and the City, acting by and through its duly authorized officers.

**ARTICLE 16
TITLE VI**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the City agrees that, during performance of this Agreement, the City, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the City agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every contract for services contemplated under this Agreement.

**ARTICLE 17
SERVICE DELIVERY**

The parties agree that this Agreement shall be made part of the Service Delivery Strategy between the City and the County as required by O.C.G.A 36-70-20 for the full duration that this Agreement remains in effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

BAINBRIDGE, GEORGIA

ATTEST:

Edward Reynolds
Mayor

Allie Godwin
Clerk

(SEAL)

APPROVED AS TO FORM:

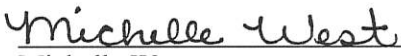
Tom Conger
City Attorney

DECATUR COUNTY, GEORGIA

ATTEST:



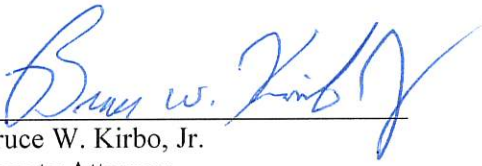
Pete Stephens
Chairman



Michelle West
Clerk

(SEAL)

APPROVED AS TO FORM:



Bruce W. Kirbo, Jr.
County Attorney



AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on March 14, 2023.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:35 (a.m.)/p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

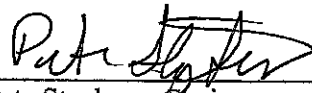
Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____.

This 14th day of March, 2023.


Pete Stephens, Chairman
Decatur County Board of Commissioners

Sworn to and subscribed
Before me this 14th day of
March, 2023.

Notary Public Michelle B. West
My commission expires:

