MACON - BIBB COUNTY COMMISSION

COMMITTEE MEETING SCHEDULE

TUESDAY, JULY 8, 2014

9:00 A.M.

LARGE CONFERENCE ROOM

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<td>Commissioner Lucas – Vice Chairman</td>
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<td>Commissioner Schlesinger</td>
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<td>Commissioner Watkins</td>
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<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
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<td>Commissioner Tillman – Vice Chairman</td>
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<td>Public Safety Committee</td>
<td>Commissioner Shepherd – Chairman</td>
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<td>Commissioner Watkins – Vice Chairman</td>
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<td>Commissioner Jones</td>
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<td>Commissioner Shepherd</td>
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<td>Facilities and Engineering Committee</td>
<td>Commissioner Tillman - Chairman</td>
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<td>Commissioner Jones – Vice -Chairman</td>
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<td>Commissioner Bechtel</td>
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<td>Commissioner DeFore</td>
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<td>Commissioner Shepherd</td>
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<td>5:00 p.m.</td>
<td>Work Session</td>
<td>All Commissioners</td>
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Note: Depending on the amount of time required for each Committee, the meeting times are tentative. Committees may meet sooner or later than time indicated above.
Tuesday, July 8, 2014
OPERATIONS AND FINANCE COMMITTEE

Committee Members
Commissioner Bechtel - Chairman
Commissioner Lucas - Vice Chairman
Commissioner Shepherd
Commissioner Schlesinger
Commissioner Watkins
Charles Coney - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. APPROVAL OF MINUTES FROM MEETING ON JUNE 24, 2014
Meeting: Jul 8, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
6-24-2014.pdf (487 KB)

2. RETIREMENTS

Subject: A. APPROVAL OF RETIREMENTS
Meeting: Jul 8, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. RETIREMENTS
Access: Public
Type: Action
Recommended Action: APPROVE

1. Earlean Lewis - Finance Department - Early Retirement with 20 years and 5 months
2. William Reid - Sheriff's Office - Normal Retirement with 20 years and 11 months

3. PURCHASE OF BUCKET TRUCK

Subject: A. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 40 FT INSULATED HYDRAULIC TELESCOPIC BUCKET TRUCK FROM O.G. HUGHES AND SON, INC.
Meeting: Jul 8, 2014 - OPERATIONS AND FINANCE COMMITTEE
4. EXTENSION OF LEASE WITH MIDDLE GEORGIA REGIONAL COMMISSION

Subject: A. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE MIDDLE GEORGIA REGIONAL COMMISSION FOR THE LEASE OF OFFICE SPACE LOCATED AT 175-C EMERY HIGHWAY

Meeting: Jul 8, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 4. EXTENSION OF LEASE WITH MIDDLE GEORGIA REGIONAL COMMISSION

Access: Public

Type: Action

File Attachments
7-8-2014 - Agreement of extension MGRC.pdf (1.592 KB)

5. BI-PARTY AGREEMENT WITH TRANSIT AUTHORITY

Subject: A. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A BI-PARTY AGREEMENT FOR THE FUNDING AND OPERATION OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY

Meeting: Jul 8, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 5. BI-PARTY AGREEMENT WITH TRANSIT AUTHORITY

Access: Public

Type: Action

File Attachments
7-8-2014 - Bi-Party Agreement Funding Transit Authority.pdf (1.121 KB)

6. SUPPLEMENTAL BUDGET REQUESTS

7. TRANSFER OF FUNDS

8. ADJOURNMENT
OPERATIONS AND FINANCE COMMITTEE

MINUTES

June 24, 2014

The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

COMMITTEE MEMBERS PRESENT:
Commissioner Gary Bechtel – Chairman
Commissioner Elaine Lucas – Vice Chairman
Commissioner Larry Schlesinger
Commissioner Virgil Watkins
Commissioner Scotty Shepherd

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Ed DeFore
Mayor Pro Tem Bert Bivins
Doron Dvorak, Compliance Officer
Crystal Jones, Sr. Assistant County Attorney
Opie Bowen, Assistant County Attorney
Shelia Thurmond, Clerk of the Commission
Steve Layson, Asst. County Manager
Janice Ross, Training and Events Coordinator
Julie Moore, Asst. to the County Manager
Russell Nelson, Chief Deputy, Sheriff’s Office
Sam Henderson, Exec. Asst. to the Mayor
Doc Dougherty, Director of Recreation
Reginald McClendon, Assistant County Attorney
Chris Floore, Assistant to the County Manager
Danny Thompson, Sheriff's Office

NEWS MEDIA
Jim Gaines, The Telegraph
Anita Oh, WMAZ TV 13
Ron Wildman, WPGA TV
Malcolm Johnson, WGXA FOX 24

The meeting was called to order at 9:00 a.m. by Committee Chairman Bechtel.

1. Approval of minutes

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried with Commissioners Bechtel, Lucas and Shepherd voting in the affirmative, the minutes of May 29, 2014 were approved as written.
ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried with Commissioners Bechtel, Lucas and Watkins voting in the affirmative, the minutes of June 9, 2014 were approved as written.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried with Commissioners Bechtel, Watkins and Shepherd voting in the affirmative, the minutes of June 10, 2014 were approved as written.

2. Transfer of 506 Hawthorne Street

Mayor Reichert addressed the transfer of 506 Hawthorne Street to the Urban Development Authority. He stated that the transfer was to assist in making the property more marketable. The Urban Development Authority will retain a commission due to the Authority acting as an agent.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried with Commissioners Bechtel, Lucas and Shepherd voting in the affirmative, the resolution authorizing the Mayor to transfer a parcel of property located at 506 Hawthorne Street was approved.


Mayor Reichert stated that due to budget constraints, the decision was made to have an alternating schedule for the swimming pools. There are several pools open six days a week, some on Monday, Wednesday and Friday and others on Tuesday, Thursday and Saturday. Mayor Reichert continued that he would like to see a robust program which would include walking trails, biking, midget football and basketball, along with the swimming program. He stated that there are limited resources in regards to money, time and staff. Commissioner Lucas stated that she believes the schedule is not acceptable. She stated that she has received numerous calls from her constituents concerning the days the pools are open. Commissioner Shepherd stated that he had received no complaints regarding the pools but had received numerous complaints regarding violence. Commissioner DeFore stated that he would like to see more swimming opportunities for the children as they are the County’s most important resource. Doc Dougherty thanked Commissioner Lucas for her support of recreation the past four years. He stated that the government subsidizes swimming pools and with the five pools, the increase has been more than $30,000 this year versus 2013. Doc stated that during the first few weeks of summer, there are approximately 100 children utilizing each pool daily, but during the past few weeks those numbers have dropped to approximately 40 children a day. With the pools being open six hours a day the attendance breaks down to approximately ten children an hour. Doc stated that he works hard to bring the best recommendation for how to manage the pools. He continued that there are only four weeks left of swimming before school begins. He presently has 19 lifeguards and would need to hire more lifeguards if the pools are opened on more days or in more locations. He continued that it takes approximately two weeks to hire lifeguards. This also would bring with it more expenses. He stated that although it has rained, in some pools such as Booker T. Washington, rain has not been the issue. The pool at Booker T has a leak and has a fire hose running to it so it can be refilled every few days. Commissioner Shepherd inquired if Doc could open the pools for two weeks and see how many more children showed up. Commissioner Lucas stated that she would like to see the admission fee raised from
$1.00 to either $1.50 or $2.00. Commissioner Bechtel stated that he would suggest that the resolution be taken off the table and that East Macon be opened for five days since it is has a slide which makes it the most utilized. Commissioner Watkins inquired if the cost savings from not opening all pools all days goes to other activities in recreation or back into the general fund. Mayor Reichert replied that it goes back into the general fund. He continued that it is important to remember that hours of operations is an administrative function. Policies and Budgets are set by the Commission and it is the administration who determines how best to allocate the dollars. Commissioner Bechtel agreed with Mayor Reichert that it is important for the Commissioners to let the Administration do their job and it is in fact, not the Commission who sets times or dates for any recreation function.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried four to one, with Commissioners Shepherd and Schlesinger voting in the affirmative, and Commissioner Bechtel casting the dissenting vote, the resolution was amended to read that the East Macon Pools will be open six days a week for the benefit of children in the community and that the staff will conduct a study to present to the Commission on the facts and figures regarding the use of the pools.

4. Supplemental Budget Request

Chief Nelson stated that the doors of the jail operate on a computer system which will no longer support the Windows XP system. The new computers will operate on Windows 7.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried with Commissioners Bechtel, Lucas and Shepherd voting in the affirmative, the ordinance to appropriate $40,000 from Commissary Fund Balance to provide nine computers for the jail security electronics system was approved.

Commissioner Lucas inquired if the government was subsidizing the County garbage fee. The fee in the County is $38.75 a quarter and in the City it is $45.00 a quarter. Mayor Reichert stated that he had recently met on the garbage service and was working to equalize services and rates by the end of the year. He continued the billing may only be once a year.

There being no further business, the meeting was adjourned.

Shelia Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 40 FT. INSULATED HYDRAULIC TELESCOPIC BUCKET TRUCK FROM O.G. HUGHES AND SON, INC., IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about March 20, 2014, Macon-Bibb County released an invitation for bids regarding an insulated hydraulic telescopic aerial device (hereinafter "bucket truck"); and

WHEREAS, the invitation for bid allowed bids for both thirty-eight (38) foot and forty (40) foot aerial devices to be included on the bucket truck; and

WHEREAS, the Macon-Bibb County Procurement Department received bids from three (3) companies regarding the proposed request; and

WHEREAS, O.G. Hughes and Son, Inc., based in Forest Park, Georgia, submitted the lowest proposed bid for the thirty-eight (38) foot bucket truck, as well as the forty (40) foot bucket truck; and

WHEREAS, the bid submitted by O.G. Hughes and Sons, Inc. for the thirty (38) foot bucket truck was eighty-five thousand six hundred and forty-eight dollars ($85,648.00); and

WHEREAS, the bid submitted by O.G. Hughes and Sons, Inc. for the forty (40) foot bucket truck ($86,401.00); and

WHEREAS, as such, the price difference between the thirty-eight (38) foot bucket truck and the forty (40) foot bucket truck was approximately seven hundred and fifty-three dollars ($753.00); and

WHEREAS, the Macon-Bibb Engineering Department recommended that, due to the minimal cost, the County purchase the forty (40) foot bucket truck due to the added capabilities and value associated with having a longer aerial device for use on projects; and

WHEREAS, the total cost incurred by the County for the purchase of this equipment will be eighty-six thousand four hundred and one dollars ($86,401.00)

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute
an agreement for the purchase of a forty (40) foot insulated hydraulic telescopic bucket truck with O.G. Hughes and Sons, Inc.

SO RESOLVED this ____ day of ______________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF MACON-BIBB

"40 Foot Hydraulic Bucket Truck"

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by O.G. Hughes & Sons, Inc. (hereinafter “Hughes”), a Georgia Corporation located in Forest Park, Georgia, and Macon-Bibb County (hereinafter “County”), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as “the Parties, on this ___ day of ______________, 2014.

WHEREAS, Hughes is the business of selling and maintaining commercial trucking, fleet, and heavy duty equipment; and

WHEREAS, County desires to purchase such equipment; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Sale of Equipment. Hughes hereby agrees to sell and deliver to County the equipment and services described in the Invitation for Bid, which has been attached hereto as Exhibit A. Exhibit A is specifically incorporated as part of this Agreement and Hughes agrees to provide all equipment and services referenced and described in Exhibit A.

2. Purchase Price. County agrees to pay, and Hughes agrees to accept, the purchase price of eighty-six thousand four hundred and one dollars ($86,401.00) as full compensation and consideration for the equipment and services provided.

3. Payment. Upon satisfactorily delivery of the equipment and services provided in Exhibit A, Hughes shall provide a purchase invoice to the County. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this
amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Hughes, and delivery of such equipment and services shall be made within two hundred and ten days (210) of the effective date of this agreement (ARO). The equipment shall be packaged appropriately and the equipment shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of deliver form. Risk of loss during transit of said equipment, and at all times prior to County inspecting and signing an acceptance of deliver form, shall remain with Hughes.

5. **Training on Equipment.** Upon delivery, Hughes agrees to provide a computer based training program. This program will provide basic instruction in the safe operation of the equipment and will also explain the American National Standard Institutes requirements, as well as the Occupational Safety and Health Administration requirements related to the proper use and operation of the equipment. In addition, Hughes agrees to provide at least four (4) hours of physical instruction on the use, operation, and routine maintenance of said equipment.

6. **Failure to Deliver Equipment and/or Services.** Should Hughes fail to deliver the referenced equipment or services provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by Hughes.

7. **Indemnification.** Hughes hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property
damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Hughes, its agents, employees, subcontractors, or others working at the direction or on behalf of Hughes. Hughes’ obligation to indemnify any Releaseses shall survive the expiration or termination of this Agreement by either Party for any reason.

8. **Assignment.** Hughes shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

9. **Force Majeure.** Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia.

11. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

12. **Titles, Captions, Headings.** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

15. **Severability.** If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

16. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Hughes and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Hughes affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

17. **Counterparts.** This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.
On Behalf of Macon-Bibb County:

By: ________________________________ ________________________________
    Robert A. B. Reichert, Mayor Date

Attest: ________________________________
        Sheila Thurmond, Clerk of Commission Date

On Behalf of O.G. Hughes & Son, Inc.:

By: ________________________________ ________________________________
    Signature of Authorized Official Date

    ________________________________ ________________
    Printed Name of Authorized Official Job Title of Signor

Attest: On this, the __________ day of ______________________, 20____, before me
        personally appeared ________________________________, known to me
        (or satisfactorily proven) to be the person whose name is subscribed to the within
        instrument, and said person acknowledged that he/she executed the same for the
        purposes contained herein.

        ________________________________
        Signature of Notary Public (Notary Seal/Stamp)
MACON-BIBB COUNTY, GEORGIA

Invitation to Bid

FOR

38 Ft. INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE
Bid #14-020-GEC

MACON-BIBB COUNTY
FORWARD TOGETHER
153 - 2014 - 152

MACON-BIBB COUNTY

ISSUE DATE: March 20, 2014

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible.
MACON-BIBB COUNTY REQUEST FOR PROPOSALS

I understand Macon-Bibb County reserves the right to reject all Requests for Proposals in its sole discretion and waive any formalities and that they will not reimburse any offeror for its Request for Proposal preparation costs. Macon-Bibb County may award Request for Proposals to other than the lowest offer if in, the judgment of the Administration or the interest of Macon-Bibb County will be best served by award to another. The Purchasing Department is making an award of a RFP and will refer to the local preference policy.

Also, I've taken steps to encourage, when appropriate, local and minority businesses to subcontract on this project, whenever possible. And I further state; my services meet or exceed all specifications per the RFP with my quote being F.O.B. destination.

By signing this Invitation to RFP Form, I acknowledge and agree to the information stated above, and I also acknowledge and agree to the requirements/instructions of the Specifications, RFP and the Criteria Pages. I also understand it's my responsibility to have the Proposal at the proper location on or before the stated hour on the RFP due date. A good or service can only be ordered with a Purchase Order signed by the appropriate authority for Macon-Bibb County. If this procedure is not followed, payment will not be rendered.

O.G. Hughes & Sons, Inc.  Dave Loper
COMPANY NAME  COMPANY REPRESENTATIVE (Print)

154 Falcon Drive
STREET ADDRESS  COMPANY REPRESENTATIVE (Signature)

Forest Park
CITY  GA  30237

678-395-7430  678-395-5972
PHONE NUMBER  FAX NUMBER

dave@oghughes.com
E-MAIL ADDRESS

MBE Vendor: Y  N  X  WBE Vendor: Y  N  X
Schedule of Events
This Request for Proposal will be governed by the following schedule:

PROPOSALS DUE: Thursday April 10, 2014 at 12 p.m. EDT. Proposals will be opened at 12:30 p.m. EDT.

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA  31201

Restrictions on Communications with Staff
All questions about this bid must be submitted in writing and include the Company Name. Questions must be submitted at least five (5) business days prior to Due Date to be addressed.

Questions must be in writing to the Purchasing Agent:

Address:

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA  31201

E-mail:  gcline@maconbibb.us
Fax:  478.751-7998

No questions other than written will be accepted. No response other than written will be binding upon the City of Macon. Questions will be combined into one list of questions and responses and will be sent to all Vendors who have received the bid document.
REQUEST FOR PROPOSALS

Packaging of the Proposal

Submissions must be by the following method:
Submit one (1) original plus one (1) copy of the RFP for a total of two (2).
(Please adhere to the mailing requirements as outlined in this document):

(Supplier Name)

38 Ft. INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE
Bid #14-020-GEC

Submission of Bid

The (1) original and (1) copy of the response must be delivered no later than Thursday April 10, 2014 at 12:00 P.M. EDT.

Proposals must be submitted to:

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA 31201
Attention: Greg Cline

Any proposal received after the due date and time will not be evaluated.
SPECIFICATIONS FOR A (38) FOOT INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE

This specification is to set forth the specific requirements for a minimum (37) foot to bottom of platform, hydraulic operated, telescopic aerial device equipped with single platform and with a steel line service body mounted on an appropriate chassis/cab. These insulating aerial device requirements shall also include an insulating lower arm insert, insulating telescopic upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, offering an additional layer of secondary dielectric protection for the operator.

This aerial device shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes, No) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

**GENERAL SPECIFICATIONS:**

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<td>1. Minimum 38 Foot telescopic articulating aerial device with an insulating lower arm, insulating telescopic upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, for installation behind chassis cab, built in accordance to these standard specifications and to include the following features:</td>
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<td>A. Ground to Bottom of Platform Height: 38 feet</td>
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<td>B. Working Height – Minimum 43 feet</td>
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<td>C. Pedestal: Post type pedestal design with large service openings. Pedestal consists of fixture welded steel tubing 10.75 inch (273 mm) diameter. The 1.0 inch (25.4 mm) top plate of the pedestal is machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost. The pedestal is bolted to a quick mount interface frame which is attached to the chassis frame utilizing a bolt-on technique.</td>
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<td>D. Turntable: Steel fixture-welded structure with a 1.0 inch (25.4 mm) steel bottom plate. The bottom plate of the</td>
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turntable is machined after welding to ensure a flat mounting surface for the rotation bearing. A steel ring is welded to the bottom plate to stiffen the plate and to protect the rotation bearing. For ease of maintenance, hydraulic valving is located on the side of the turntable and protected by a metal guard.

E. Articulating Arm: Tubular steel structure with insulating fiberglass insert. The articulating arm is designed so that the articulating arm and telescopic boom are compensating. By raising the articulating arm only, the arm and telescopic boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the telescopic boom the operator is able to position himself more quickly and easily into the work area.

F. Lift Cylinders: The rod eye is welded to the rod while the blind end of the cylinder is of cast steel, one piece design, which utilizes cartridge-type, bi-directional counter-balance holding valves. Non-lubricated type bushings are used at each end of the cylinder.

I. Telescopic Boom: Fabricated, reinforced steel with a high density fiberglass insulator. Insulator provides 12 inches (305 mm) of isolation in the lower boom section. The inner surface of the fiberglass insulator has a wax coating molded in during manufacture to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish.

J. Telescopic Upper Boom Section: Fiberglass, providing a minimum of 8.0 in (203 mm) 42° of isolation. Fully retracted and 35 inches (890 mm) when extended. The inner surface of the fiberglass boom has acrylic polyurethane applied to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish.

K. Telescopic Boom Articulation: -25 -14 degrees to +75 degrees which allows the platform to be placed below grade when the boom is extended. This allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed. Ground Accessible

L. Telescopic Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearings.
M. Telescopic Upper Boom Extension: The upper boom section is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom section.

N. Platform Leveling System: The platform is leveled by hydraulic leveling means, contained within the telescopic boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. The cylinders maintain a level platform throughout the full range of boom articulation.

O. Platform: Totally enclosed, fiberglass.

P. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.

1. Control Handle: A single 4 function handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.


4. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.

Q. Controls: The Control System for all models is a full pressure type, operating at 2,400 psig (168 bar) maximum. The upper control, located at the platform, consists of a single handle control of the tiller type. The single handle control, through an insulating linkage, actuates valves in the control head to actuate the boom. The controls provide fine metering capability and allow the operator to make simultaneous multiple boom movements. The single handle control activates Lower Boom—Up and Down, Upper Boom—Extend/Retract, Rotation—Clockwise/Counter-clockwise, and Articulating Arm—Up/Down. Unit rotation is accomplished by moving the control from side to side similar to a tiller. Conventional multiple lever ground controls located on the turntable include an upper control override.
R. **Manual Lowering Valve:** A valve located at the boom tip, easily accessible by the operator without having to remove any covers allows the lower boom to be lowered in the case of engine or hydraulic system failure.

S. **Hydraulic Tool Circuit:** Control easily accessible to the operator activates the tool circuit which provides 5.0 gpm (18.9 lpm) at 2,000 psi (138 bar) One set of HTMA quick disconnect couplings is located in a protected location inside the control cover at the platform.

T. **Back-up Alarm, installed**

U. **Diagnostic Pressure Test Quick Disconnect Couplings:** are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This reduces life cycle cost.

V. **ANSI Category C, 46 kV and below dielectric rating**

W. **Manuals:** Two (2) Operator’s and two (2) Maintenance/Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.

X. **Paint:** Painted white surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the *inside* as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection

Unit

2. **38 Foot Aerial Device with insulating articulating arm and continuous rotation.**

3. **Post type pedestal design with large service openings.**

4. **Reservoir, minimum 7 12 gallon (26.5 45.4L) capacity, installed on the pedestal**

5. **Single one man end-mounted platform with rotator. Platform is 24 x 30 x 42 inches high (610 x 762 x 1067 mm), rated at 400 pounds capacity, and rotates hydraulically 180° about the boom tip.**

6. **Soft platform cover for one man platform, 24 x 30 inches (610 x 762 mm)**
20. Polyethylene platform liner for one man platform, 24 x 30 inches (610 x 762 mm), 50 kV rating (minimum)

21. Engine start/stop with emergency operating system, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the primary hydraulic source fails.

22. Fall Protection System to include one body harness and decelerating type lanyard

23. Rubber Wheel chocks, (pair)

UNIT AND HYDRAULIC ACCESSORIES

24. Scuff pad for 24 x 30 inch (610 x 762 mm) platform liner to protect liner floor

25. Hydraulic oil and lubricants

26. Vane or gear type hydraulic pump installed in conjunction with power takeoff

27. Power take-off to be installed in conjunction with transmission, Hotshift PTO

28. Torsion bar stabilizer installed on rear axle

29. Torsion bar stabilizer installed on front axle

BODY AND ACCESSORIES

30. Utility service Line Body, suitable for installing on any chassis with an approximate CA dimension of 60 inches, built in accordance with the following specifications:

A. Body: Fabricated from A40 grade 100% zinc alloy coated steel with the following minimum gauge thickness:

- 14 gauge outside panels
- 14 gauge top panels
- 14 gauge end panels
- 20 gauge inner door panels
- 18 gauge outer door panels
18 gauge shelving, spangled steel
14 gauge wheel panels
42-gauge 1/8" Treadplate steel floor, formed checker plate
Structural channel crossmembers

B. Body Dimensions:
   108 inch overall body length (107 - ¼")
   94 inch outside width
   40 inch front of body height
   48 20 inch compartment depth
   58 54 inch floor width

C. Compartmentation - Curbside:
   First Vertical - Six (6) adjustable locking swivel material hooks.
   Horizontal - Vacant with exception of through shelf.
   Rear Vertical - Two (2) adjustable shelves with removable dividers on 4 inch centers
   Through Shelf - full length with two (2) hotstick brackets and rear access door

D. Compartmentation - Streetside:
   First Vertical - Two (2) adjustable shelves with removable dividers on 4 inch centers
   Horizontal - One (1) removable shelf with removable dividers on 8 inch centers
   Rear Vertical - Six (6) adjustable locking swivel material hooks.

E. Standard Features:
   Basic body fabricated from A40 grade 100% zinc alloy coated steel
   All doors are full, double paneled, self-sealed with built-in drainage. Electro-zinc plated, steel hinge rods extend full length of door. Door hinges are zinc alloy material attached with rivets.
   All doors contain zinc plated flush type, single point paddle type locks with recessed handles, including keyed locks and adjustable two-stage strikers. Door handles are riveted to the outer door panel. Back panel has opening for easy access.
Heavy-gauge welded steel base construction with safety tread floor. 
Door header drip rail at top for maximum weather protection. 
Metal formed painted 
Automotive underseal applied to entire understructure. 
Prime painted 12 stage electrodeposition E-coat primer 
Automotive type non-porous door seals mechanically fastened to the door facing. 
Wheel chock holders installed one (1) each side of body in fender panel 
Drop-In 2" x 6" pressure treated wooden tailboard 
Master body security locking system 
Gas Cylinders for all vertical doors 
Rotary Paddle Latches on all doors 
Chains on Horizontal doors 
Latch cover on Horizontal door

**BODY ACCESSORIES**

31. 30" Tailshelf with wheel chock holders, one each side

32. Grab handles, installed one each side at rear of tailshelf

33. Cable steps installed at each rear corner of tailshelf.

34. Boom storage support installed at streetside rear of cargo area. 

35. Installed as close to streetside cargo area wall as feasible to maximize access to cargo area.

36. Platform rest, rubber tube type, installed directly on tailshelf, bolted and positioned under platform for support of platform during transit.

37. Splash aprons (mud flaps) installed behind rear tires. One each side of body.

38. Torsion bar installed in conjunction with rear axle.

39. Torsion bar installed in conjunction with front axle.

40. Triangular reflector kit

41. Five pound fire extinguisher with mounting bracket, shipped loose

42. Pintle hook installed on the frame extension. To also include two (2) safety chain eyes installed one each side of pintle hook.
### ELECTRICAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>64.</td>
<td>Lights and reflectors in accordance with FMVSS lighting package, installed, (All LED)</td>
<td></td>
</tr>
<tr>
<td>65.</td>
<td>Wire compartment lights to dash mounted switch.</td>
<td></td>
</tr>
<tr>
<td>66.</td>
<td>Trailer Receptacle, Berg 6-way, installed at rear</td>
<td></td>
</tr>
<tr>
<td>67.</td>
<td>LED amber strobe light installed on post at left front of cargo area or on turntable with master switch and indicator light installed in cab. Strobe light is to be visible from the front and rear of the vehicle.</td>
<td></td>
</tr>
<tr>
<td>68.</td>
<td>Four corner LED strobe lights installed at front and rear, clear</td>
<td></td>
</tr>
<tr>
<td>69.</td>
<td>One (1) 2000 Watt 12 VDC Pure Sine Inverter installed including</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• remote panel with remote On/Off Switch &amp; Led Status;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Transfer relay.</td>
<td></td>
</tr>
<tr>
<td>70.</td>
<td>Backup alarm, installed at rear.</td>
<td></td>
</tr>
</tbody>
</table>

### INSTALLATION

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>71.</td>
<td>Mounting Aerial Device</td>
<td></td>
</tr>
<tr>
<td>72.</td>
<td>Painting Aerial Device painted white. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection</td>
<td></td>
</tr>
<tr>
<td>73.</td>
<td>Apply black &quot;Martex&quot; non skid paint to all walking surfaces, including compartment tops and front of compartments</td>
<td></td>
</tr>
<tr>
<td>74.</td>
<td>Mounting body and accessories</td>
<td></td>
</tr>
<tr>
<td>75.</td>
<td>Painting body and accessories white with urethane enamel</td>
<td></td>
</tr>
<tr>
<td>76.</td>
<td>Safety and Instructional Signs, installed</td>
<td></td>
</tr>
<tr>
<td>77.</td>
<td>Delivery of completed vehicle</td>
<td></td>
</tr>
<tr>
<td>78.</td>
<td>DOT certification of completed vehicle</td>
<td></td>
</tr>
</tbody>
</table>

### MISCELLANEOUS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>79.</td>
<td>Tool package to include: One (1) Stanley hydraulic drill/impact</td>
<td></td>
</tr>
</tbody>
</table>
wrench with hoses and couplings. One (1) Stanley hydraulic chain saw with 15" cutting capacity with hoses and couplings.

80. Two (2) year parts warranty

81. Two (2) year labor warranty

82. Two Hundred Forty (240) days warranty for travel charges

83. Bidder is to supply a self-directed, computer-based training (CBT) DVD-based program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

84. Lifetime warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub-bases and turntables.

85. Supply copy of manufacturer's warranty with bid

CHASSIS

86. 2014 Model 550/5500 or Equivalent 4x2, Regular Cab with 5 year / 60000 mile warranty

- 143" Wheelbase, 60" CA
- Cummins Turbo diesel engine w/engine block heater RAM only
- Automatic transmission with PTO provision
- Minimum 36 gallon fuel tank capacity 40 gal on Ford 52 gal on RAM
- Air conditioning
- Bench type seat
- Minimum 200 amp Extra Heavy Duty alternator, with
dual 78 AH batteries
- Power 4-wheel anti-lock disc brakes
- Power steering
- Super engine cooling package
- 18000 lb. GVWR Ford is 18,000 RAM is 18,750
- 7000 lb. front axle with 7000 lb. suspension 6000 lb on RAM 5500 7000 lb on Ford
- 13500 lb. rear axle with 15000 lb. suspension
- LT225/70R19.5F BSR BSW All terrain tires with Spac
- Terrain tires on rear only
- 19.5 x 6.0 steel wheels
- 4.88 rear axle ratio 4.88 on RAM, 4.10 on Ford
- AM/FM stereo radio
- Dual interval electric windshield wipers
Trailer tow mirrors
Engine Hour Meter
PTO Hour meter Installed in Cab

OPTIONAL BID
Company may bid 40 foot Aerial device as well as 38 foot as long as all previous specifications are met with exception of device’s working height, maintaining a 60” CA Chassis with torsion bar leveling system (no outriggers).

Bidder is asked to provide approximate delivery time of completed unit after acceptance of bid and award of contract.

Completed unit is to be delivered to the following address; cleaned, with at least 1/2 tank of fuel and ready to place in service:

Macon-Bibb County
1122 Seventh Street
Macon, GA 31201

USE OF OTHER NAMES AND REFERENCES:

Unless otherwise stated, the use of manufacturer’s name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

BROCHURES AND LITERATURE:

Your proposal must be accompanied by descriptive literature (marked), indicating the exact items to be furnished. The term “as specified” will not be acceptable.

38 Ft. Unit  Price $93,148 _________  Delivery __210 days ARO___
Brand ________Versalift SST-37 EIH with Knaphede body on RAM 5500 chassis____

40 Ft. Unit  Price $93,901 _________  Delivery __210 days ARO___
Brand _______Versalift SST-40 EIH with Knaphede body on RAM 5500 chassis__

If Ford F550 chassis with PowerStroke 6.7L V87 diesel is desired, DEDUCT $7,500.00 / unit

Local Content: % _________________________ $__________________________

MWBE Content: % _________________________ $__________________________

MBB Supplier: Y______ N__X_________
WBE Supplier: Y_____ N__ X__

Please note that pricing must be firm for at least one hundred-twenty (120) days after bids are due.

Company Name: O.G. Hughes & Sons, Inc.

______________________  9 April 2014
Signature                  Date

EVALUATION CRITERIA

Macon-Bibb County will evaluate all responses, and shall issue an award to the lowest responsible and responsive vendor. An award may be issued to other than the lowest responsible and responsive vendor based on "best value". "Best value" shall be determined based upon, but not limited to, the following criteria:

- The ability, capacity and skill of the respondent to perform the contract or provide the services required;
- The capability of the respondent or firm to perform the contract or provide the service promptly or within the time specified without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the respondent or firm;
- The quality of performance and previous contracts or services;
- The previous and existing compliance by the respondent or firm with laws and ordinances relating to the contract or services;
- The sufficiency of the financial resources and ability of the respondent or firm to perform the contract or provide the services;
- The quality, availability and adaptability of the supplies or services to the particular use required;
- The number and scope of conditions attached to the proposal or firm, if any;
- Preference of 5% shall be granted to local vendors as against non-local vendors that are otherwise equal with respect to the above criteria. Local refers to Bibb County, Ga.
- Price

Signature: ___________________________  Date: __9 April 2014

Email: dave@oghughes.com

Note: Failure to include all necessary documents will be considered a non-compliant bid and will eliminate consideration by the City.

MBE Supplier: Y_____ N__ X__

WBE Supplier: Y_____ N__ X__
Bibb County Supplier: Y ___ N X

GENERAL REQUIREMENTS

Applicable Law and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia. Any contract executed must provide that its provisions will be interpreted and enforced in accordance with the laws of the state of Georgia and jurisdiction and venue shall lie in the Court of Bibb County, Georgia or in the federal district court in the Middle District of Georgia, Macon Division. Contractors at every tier must comply with the Anti-kickback Act, the contract work hours Standard Act, Executive Order 11246 the Equal Opportunity Clause, and the Buy American Requirements. All contractors and/or subcontractors shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws; including but not limited to the Immigration Reform and Control Act (IRCA). The contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor must verify eligibility for employment as required by IRCA. The awarded vendor shall comply with applicable federal, state, and local law and regulations; which have been provided, but not limited to the following.

Ethics in Public Contracting: By submitting a proposal, each respondent certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other supplier, supplier, manufacturer or sub supplier in connection with its bid, and that it has not conferred on any Macon-Bibb County employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Each supplier specifically certifies by submitting its bid that it is not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

Mandatory Use of Terms and Conditions: Return of all pages requiring signatures in this document is required. Modification of or additions to the General Terms and Conditions of this invitation to bid may be cause for rejection of the bid; however, Macon-Bibb County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

Excluded Parties List: The respondent must advise Macon-Bibb County if they are on the Federal Excluded Parties List. Failure to comply with this requirement will automatically disqualify the respondent's bid.

Clarification of Terms: If any prospective respondent has questions about the specifications or other invitation to proposal documents, the prospective respondent should contact the Purchasing Department. Any revisions to this request for proposals will be made only by addendum issued by Macon-Bibb County.

Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Macon-Bibb County, after due notice, may procure them from other sources and hold the supplier responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which Macon-Bibb County may have.
Right of Rejection: Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if, in the judgment of the Administration, the interest of Macon-Bibb County will be best served by awarding to another. The Purchasing Department, in making an award, will refer to the local preference policy. Your bid must meet or exceed all specifications as addressed herein and include cost for this service.

MBE/WBE Participation: Minority Business Enterprises and Women Business Enterprises are encouraged to submit bids.

Local Preference: Vendors located within Bibb County will be granted a 5% Local Preference on their Bid Price. As previously noted, price is only one of the criteria in the decision process.

Liability for Errors: While Macon-Bibb County has made considerable efforts to ensure an accurate representation of information in this request for proposals, the information contained in this RFP is supplied solely as a guideline. The information is not guaranteed or warranted accurate by Macon-Bibb County, nor is it necessarily comprehensive or exhaustive.

Firm Pricing: The proposal must be firm for at least one hundred and twenty (120) days after the closing date of the RFP. All pricing should include delivery-F.O.B. destination.

Price List: An itemized price list for all goods and services used to satisfy this need should be included in bid along with all warranties-standard and extended options.

Payment of Invoices: All invoices are to be paid thirty days from invoice date. If invoices are "back dated", then payment will be remitted thirty days from receipt of the invoice. All goods and services are to be inspected as outlined in the “Inspection and Monitoring” clause provided herein.

Use of other names and reference: Unless otherwise stated, the use of a manufacturer's name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Respondents are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

Exemption from Federal Excise & Sales Tax
Macon-Bibb County is exempt from federal excise tax and sales tax. The full markup price as shown in the cost proposal shall be exclusive of such taxes.

Bid Amendments: Macon-Bibb County reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be sent to all vendors who have received the document and should be acknowledged in your proposal.

Bid Withdrawal: A submitted proposal may be withdrawn prior to the due date by a written request to the Purchasing Agent. A request to withdraw a proposal must be signed by an authorized individual.
**Award Process:** Macon-Bibb County will award the proposal to the most responsive and responsible respondent whose proposal is most advantageous to Macon-Bibb County. Macon-Bibb County will consider criteria such as, but not limited to, cost, respondent’s past performance and/or service reputation, service capability, quality of the respondent's staff or services, customer satisfaction, references, the extent to which the respondent's staff or services meets Macon-Bibb County needs, respondent’s past relationship with Macon-Bibb County, total long term cost to Macon-Bibb County, and any other relevant criteria listed elsewhere in this solicitation. Macon-Bibb County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Macon-Bibb County subject, however, retains the right to reject all proposals, subject to appropriation by the Commission; for this purpose, to certain other termination provisions to be contained in the contract, and to the further terms and conditions hereof.

**Acceptance:** If for any reason, the respondent whose proposal is most responsive to Macon-Bibb County’s needs hereunder, price and all other evaluation factors in this request for proposals considered, does not agree to a contract, that respondent shall be rejected and Macon-Bibb County may negotiate with the next most responsive respondent. Negotiation may include revision of terms, conditions, and non-mandatory requirements. Unless otherwise stated, the use of a manufacturer’s name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Respondents are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

**FIXED CONCEPTS IN CONTRACTS WITH THE CITY OF MACON**

1. As a matter of State law, Macon-Bibb County cannot agree to indemnify another party.
2. Macon-Bibb County will not agree to a provision that requires a contract to be governed by the laws of a state other than Georgia. Venue will be in Bibb County, Georgia.
3. Macon-Bibb County will not agree to pay interest or penalties, as they have the potential to expand the price of the contract beyond the amount authorized by the Mayor and County Commission.
4. Macon-Bibb County cannot represent in a contract that it has permission to reveal confidential or proprietary information belonging to an unnamed vendor. Vendors whose performance pursuant to a contract will require access to confidential or proprietary information belonging to another vendor must agree to submit a list of vendors whose permission they anticipate Macon-Bibb County will have to obtain.
5. Macon-Bibb County is subject to the Georgia Open Records Act and thus cannot agree to protect confidential information from public disclosure unless that information is subject to an exception.
6. Macon-Bibb County cannot agree to modifications that impact the price of the contract without requiring the modification to be submitted to the Purchasing Department and approved in writing by Macon-Bibb County pursuant to Macon-Bibb County Purchasing Code.
7. Multiyear lease, purchase, or lease-purchase contracts for the acquisition of goods, materials, real or personal property, services, or supplies; must terminate absolutely and without further obligation on the part of Macon-Bibb County at the close of the fiscal year and comply with all other requirements for such contracts in OCGA 35-60-13.
8. Macon-Bibb County will not agree to a contract provision that restricts the City from obtaining similar goods or services after the contract expires or is terminated for any reason.
9. Macon-Bibb County is tax exempt and cannot agree to pay State or Federal taxes.
10. Macon-Bibb County will not agree to arbitration or to waive the right to a jury trial.
11. Macon-Bibb County will not agree to a provision which states that documents to be provided at a future date (e.g., equipment schedules, purchase orders, etc.) are validly executed.
12. Macon-Bibb County and its contractors will comply with B-Verify (O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rules 300.10.1.02), which require contractor affidavits concerning citizenship and authorization to work.

Criteria Page

X  Sealed Bid due prior to the opening time per RFP

X  3 References required for similar work (contact person, address, phone number)

X  Delivery/Starting Date - can be the deciding factor over price

X  Cancellation Policy - City can cancel contract with a 30 day notice if the contractor fails to follow specifications or the financing has been denied by the Budget Process

The successful bidder will be required to furnish:

X  Proper Permits (local, state and to the industry)

*Please be advised that before any purchase can be finalized with Macon-Bibb County it may need to be approved by Administration and confirmed by the County Commission (Commission’s confirmation may be required on purchases of $20,000 and over).

References:

1. Ringgold Telephone Company
   6203 Alabama Highway
   Ringgold, GA 30736
   Brad Harwood
   706-965-1220

2. Georgia DOT Department of Transportation
   Office of Equipment Mgt
   7565 Honeycreek Court
   Lithonia GA 30038
   Contact: Joy G. Marshall
   Phone: 404.631.1324
   Email: jmarshall@dot.gate.gov

3. Huntsville Airport
   COH Procurement Services
   308 Fountain Circle
   5th Floor
   Huntsville, AL 35801
   Amanda S Sanders
   amanda.sanders@huntsvilleal.gov
   (256) 427-5000
BID RESPONSE SIGNATURE PAGE

If the Supplier is: **A SOLE OWNER OR PARTNERSHIP** (Please Indicate Which): Execute this part of the Bid:

DATE: ____________________________

______________________________  (Signature of Owner or Partner)

______________________________  (Business Name or Bidder)  (Print Name and Title)

______________________________  (Address)  (City)  (State)  (Zip)  (Telephone Number)

If the Supplier is: **A CORPORATION** executes this part of the Bid. If not executed by the Corporation (i.e., required signatures as seen below and Corporate Seal affixed), a certified Corporate Resolution authorizing the form of execution used must be attached to and made part of this Bid Response.

DATE: _9 April 2014__________

______________________________  (Corporate or Business Name of Bidder)

______________________________  (Address)  (City)  (State)  (Zip)  (Telephone Number)

______________________________  (Signature of President or Vice-Pres.)

______________________________  (Signature of Secretary, Asst. Sec., Treasurer or Asst. Treasurer)

______________________________  (Print Name and Title)  (Print Name and Title)

CORPORATE SEAL

MINORITY OWNED: Y_____ N_X_____
SST-37/40
Articulated/Telescopic Aerial Lift

DEMAND BETTER

- Working Height: Up to 20'
- Horizontal Reach: Up to 20'
- Platform Capacity: Up to 400 lbs

For more information about the SST-37/40 or other MVS products, contact your authorized MVSATEL Distributor or call 1-800-826-1085.
**VERSALIFT**

**SST-37/40**
Articulated/Telescopic Aerial

<table>
<thead>
<tr>
<th>GENERAL SPECIFICATIONS</th>
<th>Bid Unit</th>
<th>40 ft option</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SST-37-EIH</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizontal Reach</td>
<td>27 ft 9 in. (8.5 m)</td>
<td>27 ft 9 in. (8.5 m)</td>
</tr>
<tr>
<td>Standard Platform Capacity</td>
<td>300 lbs. (136 kg)</td>
<td>300 lbs. (136 kg)</td>
</tr>
<tr>
<td>Maximum Platform Capacity (up)</td>
<td>440 lbs. (204 kg)</td>
<td>440 lbs. (204 kg)</td>
</tr>
<tr>
<td>Outer Boom Lift Eye Capacity</td>
<td>500 lbs. (227 kg)</td>
<td>500 lbs. (227 kg)</td>
</tr>
</tbody>
</table>

| **SST-37-NE**          |          |              |
| Height to Platform | 37 ft 0 in. (11.3 m) | 37 ft 0 in. (11.3 m) |
| Washing Height | 42 ft 0 in. (12.8 m) | 42 ft 0 in. (12.8 m) |
| Slowest Travel Height | 10 ft 4 in. (3.1 m) | 10 ft 4 in. (3.1 m) |
| Weight of Lift | 2230 lbs. (1012 kg) | 2335 lbs. (1059 kg) |

**HYDRAULIC SYSTEM (ENH/EIH)**

- Operating Pressure: 2250 PSI (158 kg/cm)
- Flow Rate: 3 GPM (11 lpm) on ENH/EIH
- Flow Rate: 2 GPM (8 lpm) on NE
- Filtration: 10 micron return
- System Type: Open center

**BOOM ACTION**

- Inner Boom: 116 in. (2.9 m) Extension
- Outer Boom: -14° to +14°
- Lower Boom: -7° to vertical
- Rotation: 370° non-continuous

**INSULATION GAP Insulated Units Only**

- Upper Boom fully retracted: 42 in. (1.07 m)
- Lower Boom Insert (optional): 12 in. (0.3 m)

**NOTE:**
1. Specifications may vary without prior notification.
2. Required GPM can vary significantly with chassis, lift mounting location, service body, accounts, and desired payload.

**TIME MANUFACTURING COMPANY**

P.O. Box 20368
Waco, TX 76702-0368
254.395.2100
Fax: 254.399.2651
1.800.825.1085
www.timemanfg.com
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE MIDDLE GEORGIA REGIONAL COMMISSION FOR THE LEASE OF OFFICE SPACE LOCATED AT 175-C EMERY HIGHWAY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 1, 2013, Bibb County, Georgia entered into a Lease Agreement with the Middle Georgia Regional Commission (hereinafter "MGRC") for the use of office space located at 175-C Emery Highway; and

WHEREAS, on about January 1, 2014, Macon-Bibb County, as successor in interest to Bibb County, Georgia, became the holder of said Lease Agreement; and

WHEREAS, the initial term of this agreement was for one (1) year, and said agreement is scheduled to terminate on or about June 30, 2014; and

WHEREAS, MGRC now desires to extend this Lease Agreement under the same terms and conditions for an additional period of one (1) year, with said extension beginning on July 1, 2014 and expiring on June 30, 2015; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement of extension with the Middle Georgia Regional Commission for the continued use of office space located at 175-C Emery Highway, Macon, Georgia 31217 for an additional period of one (1) year.

SO RESOLVED this ____ day of ________________, 2014.

By: _______________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _______________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
AGREEMENT OF EXTENSION

STATE OF GEORGIA
COUNTY OF MACON-BIBB

"Lease of 175-C Emery Highway"

This AGREEMENT OF EXTENSION (hereafter “Extension”) is entered into this __________ day of ____________________, 2014, and is made effective as of the 1st day of July, 2014 by and between Macon-Bibb County, a political subdivision of the State of Georgia and as successor in interest to Bibb County, Georgia, and the Middle Georgia Regional Commission.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the Middle Georgia Regional Commission entered into a Lease Agreement1 for the use of space located at 175-C Emery Highway, Macon, Georgia 31217; and

WHEREAS, the aforementioned Lease Agreement is scheduled to terminate on June 30, 2014; and

WHEREAS, Macon-Bibb County, as successor in interest to Bibb County, Georgia, and the Middle Georgia Regional Commission now wish to extend this Lease Agreement for a period of one (1) year under the same terms and conditions as the previous Lease Agreement; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, Macon-Bibb County (hereinafter “County”) and the Middle Georgia Regional Commission (hereinafter “MGRC”) hereby agree as follows:

1.

The Lease Agreement attached hereto as Exhibit A is hereby extended and shall continue in full force and effect for an additional term of one (1) year (hereinafter “Extended Term”) from the termination date of the Lease Agreement. The Extended Term shall take effect on July 1, 2014 and expire on June 30, 2015, unless terminated at an earlier date pursuant to the provisions of the Lease Agreement or pursuant to federal or state rule or regulation.

1 A copy of this agreement has been included as Exhibit A to this Agreement Extension.
2.

Except as expressly amended and supplemented by this Extension, the Lease Agreement attached hereto as Exhibit A shall be incorporated and hereby made a part of this Extension and the terms of such shall continue to remain in full force and effect. County and MGRC hereby expressly ratify and confirm the terms and conditions of the Lease Agreement.

3.

This Extension may be supplemented, amended, or modified only by the mutual agreement of County and MGRC, which agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement of Extension to be executed by their duly authorized officers as indicated by the signatures below.

On Behalf of Macon-Bibb County:

By: ________________________________  Date __________________________
    Robert A. B. Reichert, Mayor

Attest: __________________________________________  Date __________
    Shelia Thurmond, Clerk of Commission

On Behalf of Middle Georgia Regional Commission:

By: ________________________________  Date __________________________
    Authorized Official

Attest: On this, the ________ day of ________________________, 20____, before me personally appeared __________________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public  

(Notary Seal/Stamp)
GEORGIA, BIBB COUNTY.

THIS AGREEMENT made and entered into as of the 1st day of July, 2013, by and between BIBB COUNTY, GEORGIA, a political subdivision of said State, whose address is Room 409, Courthouse, Macon, Georgia 31201 (Landlord) and the MIDDLE GEORGIA REGIONAL COMMISSION, whose address is 175-C Emery Highway, Macon, Georgia 31217 (Tenant);

WITNESSETH THAT:

FOR AND IN CONSIDERATION of the mutual undertakings, it is agreed between the parties as follows:

Section 1. Premises. In consideration of the rent agreed to be paid by Tenant to Landlord and in consideration of the mutual covenants of the parties hereto, Landlord does hereby lease and let unto Tenant and Tenant does hereby hire and take from Landlord space located at 175-C Emery Highway, Macon, Georgia 31217, consisting of 9,428 square feet, together with the use in common with other tenants of the building and the right to use in common any parking areas available to tenants of the building generally.

Section 2. Term. This lease is for the period July 1, 2013 through June 30, 2014.

Section 3. Rental. Beginning on July 1, 2013, through June 30, 2014, Tenant agrees to pay the sum of Ninety Four Thousand Two Hundred Eighty and NO/100 Dollars ($94,280.00) annually, payable in monthly installments of $7,856.67, to be paid in advance.
Section 4. **Termination.** This lease may be terminated by Landlord for cause as determined in Landlord's sole discretion upon thirty (30) days written notice to Tenant.

Section 5. **Maintenance and Utilities.** Landlord will provide all necessary maintenance, janitorial services and utilities needed for keeping the premises in good repair. At the expiration of the term hereof, Tenant shall surrender the premises to Landlord in substantially the same condition as it existed upon the execution of this Lease.

Section 6. **Abuse of Plumbing.** The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees or agents or clients shall have caused it.

Section 7. **Assignment; Subletting.** Tenant may not assign this lease or sublet the premises without the written consent of Landlord; provided, however that no such assignment or subletting shall release Tenant from any of its obligations hereunder.

Section 8. **Access to Premises.**

A. Landlord shall have the right to enter upon the leased premises at reasonable hours for the purpose of inspecting the same, or of making repairs to the premises, or any property owned or controlled by Landlord. Such repairs shall not unduly interfere with Tenant's business.

B. For a period commencing ninety (90) days prior to the termination of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.
Section 9. **Destruction – Fire.**

A. If the premises shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of Landlord, and the rent until such repairs are completed shall be apportioned according to the part of the demised premises which is useable by Tenant. Said repairs shall be begun promptly and prosecuted diligently.

B. If the demised premises are totally damaged or are rendered wholly untenantable by fire or other casualty, the rent shall abate, and this lease shall be at an end; provided, however, that the Landlord and Tenant may agree upon terms and conditions for a restoration of the premises and resumption of occupancy.

Section 10. **Default.** If Tenant shall default in the payment of any rental, or other charges, or in the observance of any of the covenants on its part to be performed hereunder, or vacate, or if by operation of law any interest of Tenant shall pass to another and not revert to Tenant within thirty (30) days, then Landlord shall give written notice to Tenant in the manner hereinafter provided for giving notices, and if Tenant thereafter fails to remove any such default involving the payment of money within thirty (30) days after the date on which such notice was received, or if the default involves some act or omission which cannot be cured within thirty (30) days and the cure thereof is not undertaken within such period and thereafter expeditiously completed, then Landlord shall have the election to terminate this lease and remove all persons and property therefrom by summary proceedings or pursue such other remedies as may be allowed by law or equity, all such rights and remedies being deemed separate of any such other remedy in law or in equity.
Section 11. **Waiver.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 12. **Force Majeure.** Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, war-like operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God, or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party, and provided, further, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.

Section 13. **Parking Area.** It is understood that the use by Tenant of the parking area hereinabove granted is included in the rental and there shall be no additional charge for use of the parking area provided that Tenant complies with applicable parking guidelines governing the parking area.
Section 14. **Nature of Document; Termination of Prior Lease.** Both parties recognize that the demised premises are in fact owned by the Macon-Bibb County Urban Development Authority and that Bibb County is only a Lessee, so that this instrument is in fact a sublease. Should, for any reason the lease to Landlord be terminated, other than by purchase by the Landlord, this sublease shall likewise be at an end.

Section 15. **Notices.** Any and all notices to Landlord and/or Tenant may be mailed or delivered to the addresses identified above by the appropriate party.

Section 16. **Indemnification.** Tenant hereby agrees to indemnify and save harmless Landlord, its officers, employees and agents from and against any and all liability, claims and demands on account of injuries or damages to persons or property arising out of Tenant’s lease of the property described herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

**BIBB COUNTY, GEORGIA**

By: 
Chairman, Board of Commissioners

Attest: 
Clerk

(AFFIX COUNTY SEAL)

LANDLORD

Signed, sealed and delivered in the presence of:

Notary Public, Bibb County, Georgia


SIGNATURES CONTINUED ON NEXT PAGE
CONTINUATION OF SIGNATURE PAGE
AGREEMENT BETWEEN BIBB COUNTY, GEORGIA
AND MIDDLE GEORGIA REGIONAL DEVELOPMENT CENTER

MIDDLE GEORGIA REGIONAL
DEVELOPMENT CENTER

By: Ralph Giff

Attest: Chrisy Fuller

TENANT

Signed, sealed and delivered in the presence of:

[Signature]
Notary Public, Bibb County, Georgia
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A BI-PARTY AGREEMENT FOR THE FUNDING AND OPERATION OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about April 30, 1981, the City of Macon and Bibb County, Georgia entered into a tri-party agreement for funding and certain assets to be allocated to the newly formed Macon-Bibb County Transit Authority, with said funds and assets to be used by the Macon-Bibb County Transit Authority to provide public transportation options to the citizens and guests of the City of Macon and Bibb County, Georgia; and

WHEREAS, the core of this agreement, with various extensions, amendments, and modifications, remained in effect until June 30, 2014; and

WHEREAS, on or about December 31, 2013, the City of Macon and Bibb County, Georgia formed a consolidated government; and

WHEREAS, Macon-Bibb County, as successor in interest to the City of Macon and Bibb County, Georgia, continued to honor the terms of the tri-party agreement; and

WHEREAS, the Macon-Bibb County Transit Authority now wishes to enter a new agreement with the consolidated government of Macon-Bibb County; and

WHEREAS, this agreement details the funding guidelines that Macon-Bibb County will allocate to the Macon-Bibb County Transit Authority in order to continue to provide public transportation to the citizens and guests of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a bi-party agreement for the funding and operation of the Macon-Bibb County Transit Authority.

SO RESOLVED this _____ day of ________________, 2014.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
BI-PARTY AGREEMENT BETWEEN MACON-BIBB COUNTY TRANSIT AUTHORITY AND MACON-BIBB COUNTY, GEORGIA

STATE OF GEORGIA
MACON-BIBB COUNTY

THIS AGREEMENT, is made and entered into this ____ day of July, 2014 by and between MACON-BIBB COUNTY TRANSIT AUTHORITY, (hereinafter “Authority”), and MACON-BIBB COUNTY, GEORGIA (hereinafter “County”).

WHEREAS, the General Assembly of the State of Georgia at its 1980 Session adopted Act No. 1284 to provide public transportation to the citizens of The City of Macon and The County of Bibb and to authorize the creation of the MACON-BIBB COUNTY TRANSIT AUTHORITY; and

WHEREAS, a joint resolution was adopted by The City of Macon on the 21st day of October, 1980 and by Bibb County, Georgia on the 3rd day of February, 1981, making Chapters one (1) through five (5), inclusive, of said Act effective and creating thereby the MACON-BIBB COUNTY TRANSIT AUTHORITY; and

WHEREAS, The City of Macon, Bibb County, Georgia, and The Authority entered into a Tri-Party Agreement on April 30th, 1981 providing for the funding of The Authority and the transfer to The Authority of certain assets necessary to the operation of a transit system; and

WHEREAS, the Parties to this Agreement have amended and extended the Agreement first entered into on April 30th, 1981; and

WHEREAS, the Parties to this agreement have heretofore entered into a Tri-Party Agreement on October 29th, 1991 and said agreement was terminated by The City of Macon effective at midnight on June 30th, 1996; and

WHEREAS, the Parties to this Agreement then entered into a Tri-Party Agreement which commenced on July 1st, 1996 that continued through midnight June 30th, 2003; and

WHEREAS, the Parties to this Agreement then entered into a Tri-Party Agreement which commenced on July 1st, 2003 and will continue through midnight on June 30th, 2011; and
WHEREAS, the Agreement was automatically renewed for successive terms of one (1) year each thereafter through June 30th, 2014; and

WHEREAS, Bibb County, Georgia and the City of Macon were consolidated into Macon-Bibb County on December 31st, 2013; and

WHEREAS, the Parties desire to enter into a new Bi-Party Agreement whereby The Authority will continue to provide public transportation to the citizens of Macon-Bibb County, Georgia.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual covenants contained herein and the benefits to be derived herefrom, the Parties do hereby agree as follows:

1.

The Authority shall continue to operate a transit system for the benefit of the citizens of Macon-Bibb County, Georgia as efficiently and economically as reasonably possible and in the exercise of its collective independent judgment.

2.

The Authority shall provide Macon-Bibb County with a proposed operating budget when requested, but no sooner than the 28th day of February of each year. The budget shall be balanced and shall include all anticipated revenues including Federal Funds, County contributions, as well as all estimated expenditures. The County shall be entitled to a full budgetary review of The Authority's budget, including budget hearings with the Mayor and the Board of County Commissioners. The Authority shall have an annual audit by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. The audit shall be accomplished within one hundred and eighty (180) days following the end of the fiscal year.

Additionally, The Authority shall provide monthly statements of revenues and expenses to The County.

3.

During the term of this Agreement, The County shall provide operating funds to The Authority each month in an amount equal to one-twelfth (1/12) of the Authority's estimated operating deficit.

4.

All revenues generated by The Authority's daily operation and traditionally
included in The Authority's operating budget, including, but not limited to, fares, advertising fees, interest and charter fees shall be expended toward general operations of The Authority.

One-third (1/3) of Twenty-five cents ($0.25) of each fare will be placed in a separate account for capital improvements. Those funds shall only be expended for the replacement of buses and related capital expenditures required to sufficiently and economically operate the bus transit system.

5.

The Authority has established and The County has agreed to an operating reserve in an amount equal to forty-five (45) days of budgeted operating expenses based upon a three hundred and sixty-five (365) day year. For purposes of this Agreement, operating reserves is defined as current assets minus current liabilities. Should the Authority received federal funds that are deferred for future use or are restricted from non-operating purposes, these amounts will be excluded from the computation of operating reserves.

No accumulation of funds other than that which results from the operating reserve and from the percentage of operating revenue as established in this paragraph and Paragraph Five (5) relating to the bus replacement fund shall be allowed and any excess shall result in an adjustment in payments made by The County pursuant to Paragraph Three (3) herein. In the event the operating reserve shall fall below the budgeted amount, The County will pay to The Authority any sums necessary to raise the working reserve to the amount set forth in the budget subject to the Authority providing to The County sufficient documentation and explanation for the deficit.

6.

The Authority shall maintain liability insurance covering the operation of its buses; such coverage to be in amounts not less than those amounts presently in force. The Authority shall include The County as additional insurers, as their interests may appear.

7.

The terms and conditions of any Lease between The County and The Authority covering the premises (including the land and building) used by The Authority, whether currently existing or executed during the term of this Agreement, are by reference incorporated herein and made a part hereof.
8.

Any default in this Agreement or the above referred to Lease, which default continues for a period of ninety (90) days after written notice of such default has been transmitted to The Authority, shall authorize The County to terminate the Lease or this Agreement or both, enter and take possession of the premises and shall entitle The County to receive from The Authority a re-conveyance of any of the assets still held by The Authority which were conveyed by The County to The Authority and all other assets used in the operation of the business of The Authority, subject to any priority claim or lien. This remedy shall be in addition to all other remedies available to the parties authorized by law. In the event The County takes possession of the leased premises or acquires title to the assets of The Authority, the funding obligation of The County shall cease.

9.

The parties agree that The Authority is not the agent of The County and subject to the provisions of this Agreement shall have sole direction of the affairs of the transit system.

10.

All notices required by any provision of this Agreement shall be given in writing, either by personally handing to the Party to be notified of such written notice or depositing the same in the United States mail with sufficient postage by Registered or Certified Mail addressed to the Party to whom notice is to be given. Notices to The County shall be addressed to the Mayor, Government Center, 700 Poplar Street, Macon, Georgia 31201 and notices to The Authority shall be addressed to the Chairman of the Macon-Bibb County Transit Authority, 200 Cherry Street, Macon, Georgia 31201, or at such other address as may be provided to the parties to this agreement with a copy to the General Manager/CBO of the Transit Authority at the same address. Notice shall be deemed to have been made at the time of depositing the letter in the United States Post Office.

11.

This contract shall commence at midnight on the 1st day of July 2014 and shall continue for a term of one (1) year ending at midnight on the 30th day of June 2015.

At the expiration of the original term specified above, this Agreement shall be
renewed automatically, without the execution of any further contract, for successive terms of one (1) year each, unless one of the Parties at their sole option, shall give written notice of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of the original term, or any subsequent one-year term provided for herein. All renewal periods shall be on the same terms and conditions as specified herein.

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

On Behalf of Macon-Bibb County:

By: ___________________________ ___________________________
    Robert A. B. Reichert, Mayor                          Date

Attest: ___________________________ ___________________________
    Shelia Thurmond, Clerk of Commission                  Date

Signed, Sealed, and Delivered in the presence of:

Notary Public ___________________________ (Notary Seal/Stamp)
My Commission Expires: __/__/___

On Behalf of Macon-Bibb County Transit Authority:

By: ___________________________ ___________________________
    Craig Ross, Chairman                                  Date

Attest: ___________________________ ___________________________
    Morris Cohen, Secretary                                Date

Signed, Sealed, and Delivered in the presence of:

Notary Public: ___________________________ (Notary Seal/Stamp)
My Commission Expires: __/__/___
Tuesday, July 8, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesinger - Chair
Commissioner Tillman - Vice Chair
Commissioner Lucas
Commissioner Defore
Commissioner Watkins
Julie Moore - Staff Contact

1. APPROVAL OF MINUTES

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File Attachments
6-24-2014.pdf (488 KB)

2. CODE REVISION REGARDING DISTANCE REQUIREMENTS FOR PACKAGE SALES

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File Attachments
7-8-2014 - Amend Chapter 4 Article II Alcoholic Beverage Section.pdf (1,262 KB)

3. CONVEYING PARKING LOT TO AMERICAN CANCER SOCIETY
4. APPOINTMENTS TO COMMITTEES AND BOARDS

Subject: A. A Resolution Appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee
Meeting: Jul 8, 2014 - Economic and Community Development Committee
Category: 4. Appointments to Committees and Boards
Access: Public
Type: Action

File Attachments
7-8-2014 - Appointing Jeffery Monroe SPLOST Chairman.pdf (977 KB)

Subject: B. A Resolution Reappointing Dr. Steven E. Corkery to the Board of Directors of the River Edge Behavioral Health Community Service Board
Meeting: Jul 8, 2014 - Economic and Community Development Committee
Category: 4. Appointments to Committees and Boards
Access: Public
Type: Action

File Attachments
7-8-2014 - Reappointing Dr. Steven Corkery River Edge.pdf (598 KB)

Subject: C. A Resolution Appointing Macon-Bibb County Mayor Pro Tem Bert Bivins to Fill a Vacant Position on the Board of Directors of the River Edge Behavioral Health Community Service Board
Meeting: Jul 8, 2014 - Economic and Community Development Committee
Category: 4. Appointments to Committees and Boards
Access: Public
Type: Action

File Attachments
5. ADJOURNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

June 10, 2014

The Economic and Community Development Committee was called to order at 9:50 a.m. by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:
Commissioner Larry Schlesinger
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Virgil Watkins

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Mayor Pro Tem Bert Bivins
Doran Dvorak, Compliance Officer
Crystal Jones, Sr. Asst. County Attorney
Opie Bowen, Asst. County Attorney
Reginald McClendon, Asst. County Attorney
Dale Walker, County Manager
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Chris Floore, Asst. to the County Manager
Sheila Thurmond, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Chief Deputy Russell Nelson
Sam Henderson, Exec. Asst. to the Mayor

COMMITTEE MEMBER ABSENT:
Commissioner Al Tillman

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV
Anita Oh, WMAZ TV13
Malcolm Johnson, WGXA FOX 24

VISITORS/GUESTS:
Andy Ambrose, Tubman Museum
Tony Lowden
Columbus Watkins
Curtis Cooper
Adah Roberts
Evelyn Adams
Tom Wilcome
Rick Craft, Bibb County Health Department

1. Approval of Minutes from meeting on June 10, 2014

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger and Watkins voting in the affirmative, the minutes of June 10, 2014 were approved.

2. Limited English Proficiency Compliance Plan

Doran Dvorak, Compliance Officer, stated that Federal Law requires translators to be available as needed and this plan addresses how the government will handle requests for translators. Spanish, Russian and Hindu are the languages that government offices have been requested to translate most frequently. A phone translation charge ranges from $.75 to $1.00 per minute.
ACTION

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the resolution authorizing the Commission to accept a Limited English Proficiency (LEP) Compliance Plan was approved.

3. Repeal of Ordinances

A. Repeal Chapter 22, Article 1, Section 22-3 – Scrap Tire Ordinance

Rick Craft, Bibb County Health Department, stated that the Environmental Protection Department requires that any organization that houses 25 or more tires must register with the EPD. There is no state rule to govern this requirement. The Bibb County Health Department has no enforcement power and for this reason they would like to see the ordinance repealed.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner DeFore and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the ordinance to repeal Chapter 22, Article 1, Section 22-3 known as the Macon – Bibb County Scrap Tire Ordinance was approved.

B. Repeal Chapter 12, Article VI – Kindergartens

Mr. Craft stated that this ordinance requires the Health Department to regulate kindergartens. There is no state code for the regulation of kindergartens. If complaints are received regarding kindergartens the Health Department may act as a referral agency but has no authorization regarding the operations of a kindergarten.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner DeFore and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the ordinance to repeal Chapter 12, Article VI of the Code of Ordinances, Macon-Bibb County, Georgia so as to eliminate provisions regarding Macon-Bibb County Health Department issued permits for kindergartens was approved.

4. Appointments to Boards and Authorities

A. Appointment of Commissioner Lucas to the Central Georgia Joint Development Authority

ACTION

On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried with Commissioners Lucas and Schlesinger voting in the affirmative, the resolution appointing Commissioner Elaine Lucas to the Central Georgia Joint Development Authority to fill the unexpired term of Lonzy Edwards was approved.
B. Appointment of Walt Miller to the Macon-Bibb County Industrial Authority

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried with Commissioners Lucas and Schlesinger voting in the affirmative, the resolution appointing Walt Miller to fill the vacant position on the Macon-Bibb County Industrial Authority was approved.*

C. Appointment of Andy Ambrose, Tony Lowden and June O'Neal to the Dr. Martin Luther King, Jr. Commission

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner DeFore and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the resolution reappointing Andy Ambrose, Tony Lowden and June O'Neal to the Dr. Martin Luther King, Jr. Commission was approved.*

D. Appointment of Columbus Watkins to the Department of Family and Children Services

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner DeFore and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the resolution reappointing Columbus Watkins to the Board of the Bibb County Department of Family and Children Services was approved.*

E. Appointment of Curtis Cooper to the Economic Opportunity Council (EOC)

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried with Commissioners Lucas and Schlesinger voting in the affirmative, the resolution reappointing Curtis Cooper to the Economic Opportunity Council (EOC) was approved.*

F. Appointment of Adah Marie Roberts, Evelyn H. Adams, Chris Howard and Rev. Leon Ward to the Library Board of Trustees

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner DeFore and carried with Commissioners Watkins and Schlesinger voting in the affirmative, the resolution appointing Adah Marie Roberts, Evelyn H. Adams, Chris Howard and Rev. Leon Ward to the Macon-Bibb County Library Board of Trustees was approved.*
G. Appointment of Stacy Carr to the Board of Health

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried with Commissioners Lucas and Schlesinger voting in the affirmative, the resolution appointing Stacy Carr to the Bibb County Board of Health was approved.*

There being no further business and on motion duly made and seconded, the meeting was adjourned.

______________________________
Sheila Thurmond, CCC
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 4 ARTICLE II OF THE ALCOHOLIC BEVERAGE SECTION OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY TO COMPLY AND CONFORM TO THE DISTANCE REQUIREMENTS FOR RETAIL PACKAGE SALES IMPOSED BY STATE LAW; AND FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IV, Section III, Paragraph II of the Constitution of Georgia, Ga. Laws 2012, page 559 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as "Macon-Bibb County"; and

WHEREAS, Macon-Bibb County has an interest in the public welfare of its citizens and the regulation of alcoholic beverage licensing; and

WHEREAS, Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia contains provisions applicable to the licensing requirements for the retail package sale of distilled spirits; and

WHEREAS, Section 4-36, Subsection 4, attached hereto as Exhibit A, of the Code of Ordinances of Macon-Bibb County requires a minimum distance of one thousand (1,000) feet between newly licensed establishments involve in the retail package sale of distilled spirits; and

WHEREAS, this distance requirement imposed by the County conflicts with State law, specifically O.C.G.A § 3-4-49 (a), which has been attached hereto as Exhibit B, and requires that, after July 1, 1997, the distance between newly licensed establishments selling distilled spirits be five hundred (500) yards, or fifteen hundred (1,500) feet; and

WHEREAS, under most circumstances, a local government may adopt ordinances, rules, or regulations which are more restrictive than State law, however, a local government may not adopt ordinances, rules or regulations which are less restrictive than State law; and

WHEREAS, the current requirement imposed by Macon-Bibb County of one thousand (1000) feet between newly licensed establishments selling distilled spirits is less restrictive than the current State requirement of fifteen hundred (1500) feet; and
WHEREAS, the Macon-Bibb County Commission has determined that it is necessary to amend Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia to comply and conform to State law; and

WHEREAS, amending the ordinance contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Section 1.

Chapter 4, Article II, Sec. 4-36, Subsection 4 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended by altering the distance requirement between newly licensed establishments involved in the retail sale of distilled spirits from one thousand (1000) feet to fifteen hundred (1500) feet, and shall read as follows:

Sec. 4-36. Other criteria declared to be in the public interest.

In determining whether or not any license applied for hereunder shall be granted, in addition to all other provisions of this article, the following shall be considered in the public interest and welfare:

(4) The distance of the premises on which the license is to be used from other premises or which a similar license has already been granted. In this connection, it is declared to be the policy of the commission that no license for the sale of distilled spirits, as authorized by this article, shall be granted to any applicant for any location which is within 1,500 feet of another location licensed for the sale of distilled spirits under the provisions of this article, provided however that renewals may be granted to any licensed establishments that were operating immediately prior to the commencement of the restructured government of Macon-Bibb County that are within 1,500 feet of another such location solely by virtue of changes in local government jurisdiction. The distance prescribed in this subsection shall be measured in a straight line from the nearest corner of the building housing the place of business for which the application is sought to the nearest corner of the building housing the previously licensed place of business. These distance limitations shall not apply, however, to any hotel, motel, or similar establishment; to any bona fide private club generally recognized as such and having bona fide
membership requirements; nor to any restaurant or other food service establishment which has, as its primary function, the serving of food, and the sale of alcoholic beverages for consumption on the premises is made in connection with such food service; and provided that the place of business sought to be licensed otherwise meets the requirements of this article. Licenses for the sale of packaged beer or wine at retail and not consumption on the premises are also excepted from such distance limitations.

Section 2

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, taxes, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding alcoholic beverage licensing in Bibb County, the city of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Laws 2012 page 5595 and Ga. Laws 2013 pages 3501, 3942.

Section 3

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 4

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence,
clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 6

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of ______________, 2014.

By: ________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
state relating to alcohol, the license issued to such licensee shall stand revoked and cancelled.

Sec. 4-36. Other criteria declared to be in the public interest.

In determining whether or not any license applied for hereunder shall be granted, in addition to all other provisions of this article, the following shall be considered in the public interest and welfare:

(1) The applicant's reputation, character, and mental and physical capacity to conduct business.
(2) Whether or not applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he may have had an interest.
(3) Any manner in which the applicant conducted the alcoholic beverage business under any prior license.
(4) The distance of the premises on which the license is to be used from other premises or which a similar license has already been granted. In this connection, it is declared to be the policy of the commission that no license for the sale of distilled spirits, as authorized by this article, shall be granted to any applicant for any location which is within 1,000 feet of another location licensed for the sale of distilled spirits under the provisions of this article, provided however that renewals may be granted to any licensed establishments that were operating immediately prior to the commencement of the restructured government of Macon-Bibb County that are within 1,000 feet of another such location solely by virtue of changes in local government jurisdiction. The distance prescribed in this subsection shall be measured in a straight line from the nearest corner of the building housing the place of business for which the application is sought to the nearest corner of the building housing the previously licensed place of business. These distance limitations shall not apply, however, to any hotel, motel, or similar establishment; to any bona fide private club generally recognized as such and having bona fide membership requirements; nor to any restaurant or other food service establishment which has, as its primary function, the serving of food, and the sale of alcoholic beverages for consumption on the premises is made in connection with such food service; and provided that the place of business sought to be licensed otherwise meets the requirements of this article. Licenses for the sale of packaged beer or wine at retail and not consumption on the premises are also excepted from such distance limitations.
(5) Whether or not the applicant has previously had a license to sell alcoholic beverages of any description revoked. No person whose license has previously
been revoked shall be issued a license except as provided in subsection 4-57(a) herein.

(6) The extent of the financial interest of the applicant in any wholesale alcoholic beverage business. It is declared to be the policy of the commission that no person who has any financial interest in any wholesale alcoholic beverage business shall also have any financial interest in any retail alcoholic beverage business, and no financial aid or assistance to any licensee hereunder from any wholesaler or manufacturer of alcoholic beverages shall be permitted.

(7) The suitability of the premises for the conduct of an alcoholic beverage business, including its location, highway traffic problems and the difficulty or absence thereof of policing by law enforcement agencies.

(8) The sentiments of the community in which the proposed business would be operated so far as the same may be known to the commission.

(9) The character and reputation of the employees or proposed employees of the licensee. In this connection, it is declared to be the policy of the commission that no person shall be employed by licensee to sell or serve or participate in the sale or service of alcoholic beverages until such licensee has been issued a letter by the sheriff's department, indicating that such proposed employee has no record or reputation for violation of the alcohol control laws of the United States or of the state, and that he has no record or reputation for law violation generally. No person, not listed in the application filed by the licensee, shall be employed in connection with the alcoholic beverage business of the licensee until there shall have been conformity with this section, and the commission or its designee reserves the right to require that any employee or proposed employee shall be fingerprinted by the Sheriff's Office and an exhaustive search made with respect to any possible criminal record.

Sec. 4-37. Duty to report changes.

Whenever there shall be a change in any of the facts reported to the commission or its designee in the application for a license after such license has been granted, it shall be the duty of the licensee, within three days after such change, to report the same to the tax commissioner in writing.

Sec. 4-38. Compliance with laws.

(a) In addition to the provisions of this article, licensees are also charged with responsibility for adhering to any other provisions of this Code, as well as the statutes and laws of the state and of the United States relating to the operation of their businesses.
EXHIBIT

B
§ 3-4-49. Adoption of rules and regulations; determination of location of distilleries or businesses licensed by municipal or county governing authorities

(a) A municipality or county may adopt all reasonable rules and regulations, consistent with this title, as may fall within the police powers of the municipality or county to regulate any business described in this chapter; provided, however, that on and after July 1, 1997, no municipality or county shall authorize the location of a new retail package liquor licensed place of business or the relocation of an existing retail package liquor licensed place of business engaged in the retail package sales of distilled spirits within 500 yards of any other business licensed to sell package liquor at retail, as measured by the most direct route of travel on the ground; provided, however, that this limitation shall not apply to any hotel licensed under this chapter. The restriction provided for in this subsection shall not apply at any location for which a license has been issued prior to July 1, 1997, nor to the renewal of such license. Nor shall the restriction of this subsection apply to any location for which a new license is applied for if the sale of distilled spirits was lawful at such location at any time during the 12 months immediately preceding such application.

(b) All municipal and county authorities issuing licenses shall within their respective jurisdictions have authority to determine the location of any distillery, wholesale business, or retail business licensed by them, not inconsistent with this title.

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO CONVEY THE PAVED PARKING LOT AT 412 NEW STREET TO THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY FOR THE PURPOSE OF SELLING A PORTION OF IT TO THE AMERICAN CANCER SOCIETY FOR FUTURE DEVELOPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County of Macon is the owner of a paved parking lot located at 412 New Street ("412 New Street Parking Lot") described as the cross-hatched area in the attached Exhibit "A"; and

WHEREAS, the American Cancer Society, located at 804 Cherry Street, Macon, Georgia, is in need of twenty (20) new parking spaces due to the development of the property currently used by their staff and clients for parking; and

WHEREAS, the Macon-Bibb County Urban Development Authority ("UDA") has as part of its mission the development of the Central Business District of Macon; and

WHEREAS, the Macon-Bibb County Commission would like to transfer title of the 412 New Street Parking lot to the UDA for the purpose of selling a portion of it to the American Cancer Society at market rates for the provision of twenty (20) parking spaces and for development in the future, while reserving air rights for future development of a parking deck or other structure on the 412 New Street Parking Lot.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to convey to the UDA the 412 New Street Parking Lot for future development as approved by Macon-Bibb County pursuant to the agreement attached hereto as Exhibit "B", a portion of which property sufficient for twenty (20) parking spaces may be sold by UDA to the American Cancer Society at market rates subject to reserving air rights for future development of a parking deck or other structure on said property.

BE IT FURTHER RESOLVED that, should such property not be developed by the UDA within three years, or should a substantial portion of the property fail to be sold or transferred for development as approved by the Macon-Bibb County within three years, title to such property shall be transferred back to the Macon-Bibb County by UDA at the Macon-Bibb County’s request and at no cost to the Macon-Bibb County.

SO RESOLVED this __ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________

SHEILA THURMOND, CLERK OF COMMISSION
EXHIBIT "A"  
ATTACHMENT 3.A

CHERRY STREET
ORIGIINAL 120' R/W
ASPHALT PAVING

PARCEL "A"
8,727 SQ. FT. OR 0.223 AC.
MACON-BIBB COUNTY URBAN
DEV. AUTHORITY
1999/125 69/42

WALL & MEAN ROODENBERY

LOT 6
SNOV'S MEMORIAL CHAPEL, INC.

NEW STREET LANE (NOT OPERATIONAL)

NEW STREET LANE
20'

LEGEND
• = IRON PIN FOUND
○ = IRON PIN SET

REFERENCES
PLAT BOOK 44/61
LOT 64/94
LOT 73/74
C.C., B.S.C.

SURVEY TYPE: PROPERTY SURVEY
FOR: CITY OF MACON

LOCATION:
PART OF LOTS 3, 4 & 5
SQUARE 63
OLD CITY
MACON, BIBB COUNTY, GEORGIA

SCALE: 1" = 40'
DATE: MARCH 27, 1999

CITY ENGINEER'S OFFICE
MACON, GEORGIA

CITY OF MACON
DEVELOPMENT AGREEMENT BETWEEN
MACON-BIBB COUNTY
AND
MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

This Agreement is made and entered into this _____ day of __________, 2014 between Macon-Bibb County, a political subdivision of the State of Georgia (the “County”) and Macon-Bibb County Urban Development Authority (the “Authority”).

WHEREAS, the County wishes to develop certain property, known as the parking lot at 412 New Street and as more fully described on the quit claim deed attached hereto (the “Property”), which is made a part hereof by reference thereto as if fully set forth herein, and the Authority wishes to assist the County in developing the Property; and

WHEREAS, the development of the Property will assist the County and the Authority in attaining their goals of urban renewal and redevelopment and will benefit all of the citizens of the County and Bibb County; and

WHEREAS, it is anticipated that a parking garage or other structure may be constructed on the Property in the future and the County and the Authority agree that the County expressly reserves “air rights” above the property for the construction of such a structure and also reserves the right to construct appropriate foundation and support for the structure on the Property.

NOW, THEREFORE, the parties agree as follows:

1. The County shall convey to the Authority by the quit claim deed attached hereto as Exhibit A, the Property for purposes of development, with the understanding and on the express condition that unless otherwise agreed to in writing, the Authority shall pay to the County all proceeds from such development, net of the Authority’s expenses and commission. Such commission, including any commissions paid to the Authority or third parties, shall not in the aggregate exceed 10% of the proceeds of development of the Property.

2. It is further agreed that should the Property not be developed by the Authority within three years of the date of this Agreement, title to the Property shall be transferred back to the County at the County’s request and at no cost to the County.

3. It is further agreed that the County expressly reserves air rights over the Property for the purpose of construction of a parking garage or other building on the Property. The County further reserves the right to construct appropriate foundation, footings and support for such garage or building on the Property. Any sale of Property by Authority shall be subject to this reservation of rights by the County.
AGREED UPON AND ACKNOWLEDGED BY:

MACON-BIBB COUNTY

Mayor Robert A.B. Reichert

ATTEST:

Shelia Thurmond, Clerk of Commission

Unofficial Witness

Notary Public

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

Title:

Unofficial Witness

Notary Public
STATE OF GEORGIA
   )
COUNTY OF BIBB
   )  QUITCLAIM DEED

THIS INDENTURE, made this _____ day of __________, 2014 between MACON-BIBB COUNTY, a political subdivision of the State of Georgia, as party of the first part, (hereinafter referred to as “Grantor”) and MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY, as party of the second part, (hereinafter referred to as “Grantee”).

WITNESSETH:

That the said Grantor, in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does remise, convey and forever quitclaim to the said Grantee:

All that tract or parcel of land lying and being part of original Lot 5 of Square 63, Old City, Macon, Bibb County, Georgia, and being shown as Parcel “B” on a plat by William Causey, Land Surveyor, said plat dated March 27, 1995 and attached herein as Exhibit “A” and also on a plat recorded in Plat Book 85, Page 63, Clerk’s Office, Bibb Superior Court, and being more particularly described as follows:

Beginning at the point marking the intersection of the southwest line of Cherry Street with the southeast line of New Street, as extended by encroachments previously granted, running thence S36°38’17”W along the southeast line of New Street a distance of 75.00 feet to the True Point of Beginning, running thence SS3°09’14”E a distance of 129.70 feet to a point, running thence S36°38’17”W a distance of 147.72 feet to a point lying on the northeast line of Cherry Street Lane, running thence N53°09’14”W along the northeast line of Cherry Street Lane a distance of 131.30 feet to a point marking the intersection of said line with the southeast line of New Street, running thence N36°38’17”E along the southeast line of New Street a distance of 103.50 feet to a point, running thence SS3°09’14”E a distance of 1.60 feet to a point, running thence N36°38’17”E a distance of 44.22 feet to the Point of Beginning.
Tract described herein contains 19,325 square feet or 0.444 acre.

The purpose of this Quitclaim Deed is forever to release and quitclaim any interest the Grantor has now or ever had in the above-described property. Excepted from this conveyance are all the land, property and space, at and above a horizontal plane at an elevation of 10 feet above the above-described property, the horizontal limits of which are the planes formed by projecting vertically upward from the surface of the earth the boundaries of the above-described property. This conveyance is subject to the right of the Grantor to construct any foundation, footing or other support for a building on the above-described property. This conveyance is further subject to all public and private utilities and their respective easements and appurtenances now existing on the above-described property.

TO HAVE AND TO HOLD the said described premises to the said Grantee so that neither the said Grantor nor any person or persons claiming under it shall at any time, by any means or ways, have claim or demand any right or title to the aforesaid described property or its appurtenances or any right thereof.

THIS CONVEYANCE has been authorized by a resolution of the Macon-Bibb County Commission, adopted on the _____ day of ______________, 2014.

IN WITNESS WHEREOF, the said Grantor, acting by and through its proper officials, has signed and sealed this deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MACON-BIBB COUNTY:

________________________________________
UNOFFICIAL WITNESS

Mayor Robert A.B. Reichert

BY:

________________________________________
ATTEST:

Shelia Thurmond, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING JEFFERY MONROE AS CHAIRMAN OF THE SPLOST ADVISORY COMMITTEE TO FILL THE UNEXPIRED TERM OF DAN SLAGLE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Mayor Robert A.B. Reichert’s appointment of Jeffery Monroe as Chairman of the SPLOST Advisory Committee to fill the unexpired term of Dan Slagle is hereby confirmed.

SO RESOLVED this _____ day of_______________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING DR. STEVEN E. CORKERY TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to subsections (b) and (h) of O.C.G.A. § 37-2-6, Dr. Steven E. Corkery is reappointed to the Board of Directors of the River Edge Behavioral Health Community Service Board for a three (3) year term beginning on July 1, 2014, and ending on June 30, 2017.

SO RESOLVED this _____ day of ____________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION
June 26, 2014

Robert Reichert  
Mayor of Macon-Bibb County  
P.O. Box 247  
Macon, GA 31202

Dear Mayor Reichert:

As we have discussed with your office over the past weeks, Dr. Steven E. Corkery’s appointment to the Board of Directors of River Edge Behavioral Health Community Service Board will expire on June 30, 2014. As requested by your office, a criminal history background check was provided to confirm Dr. Corkery’s eligibility to be reappointed.

I await confirmation that Dr. Corkery has been reappointed for another term. It would be so helpful to receive confirmation of his reappointment prior to July 10, 2014 so that Board materials may be sent him in advance of the July meeting.

We appreciate the ongoing partnership with you and the Macon-Bibb consolidated government.

Sincerely,

Shannon Terrell Harvey, LCSW  
Chief Executive Officer

C: Sam Henderson  
File
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING MACON-BIBB COUNTY MAYOR PRO TEM BERT BIVINS TO FILL A VACANT POSITION ON THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to subsections (b) and (h) of O.C.G.A. § 37-2-6, Macon-Bibb County Mayor Pro Tem Bert Bivins is appointed to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board.

SO RESOLVED this ___ day of ____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING ERIC P. MANSON TO FILL THE UNEXPIRED TERM OF DAVID DANZIE ON THE MACON HOUSING AUTHORITY; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Eric P. Manson is appointed to fill the unexpired term of David Danzie on the Macon Housing Authority.

SO RESOLVED this ____ day of _____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:  ________________

SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING CHRISTOPHER C. TSAVATEWA TO THE BIBB COUNTY BOARD OF HEALTH TO FILL THE UNEXPIRED TERM OF WALTER WILSON; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to O.C.G.A. § 31-3-2, Christopher C. Tsavatewa is appointed to fill the unexpired term of Walter Wilson on the Bibb County Board of Health.

SO RESOLVED this _____ day of ________________, 2014.

____________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
____________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
ETHEL CULLINAN TO THE BIBB COUNTY BOARD OF HEALTH TO FILL THE
UNEXPIRED TERM OF ELEANOR CASTELLAW; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that, pursuant to O.C.G.A. § 31-3-2,
Ethel Cullinan is appointed to fill the unexpired term of Eleanor Castelaw on the Bibb County
Board of Health.

SO RESOLVED this ___ day of ____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELLA THURMOND, CLERK OF COMMISSION
Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. APPROVAL OF MINUTES FROM MEETING ON JUNE 24, 2014
Meeting: Jul 8, 2014 - PUBLIC SAFETY COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
6-24-2014.pdf (477 KB)

2. JUVENILE JUSTICE INCENTIVE GRANT FUNDS

Subject: A. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A JUVENILE JUSTICE INCENTIVE GRANT IN THE AMOUNT OF $387,384 FROM THE GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL THAT HAS BEEN AWARDED TO THE BIBB COUNTY JUVENILE COURT
Meeting: Jul 8, 2014 - PUBLIC SAFETY COMMITTEE
Category: 2. JUVENILE JUSTICE INCENTIVE GRANT FUNDS
Access: Public
Type: Action

File Attachments
7-8-2014 - Acceptance Juvenile Incentive Grant $387,384.pdf (1,697 KB)

3. ADMINISTRATIVE SERVICES FOR DRUG COURT

Subject: A. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE THIRD JUDICIAL ADMINISTRATIVE DISTRICT OF GEORGIA FOR $79,688.77 FOR ADMINISTRATIVE SERVICES PROVIDED TO THE MACON-BIBB COUNTY DRUG COURT AND TO EMPLOY A QUALIFIED INDIVIDUAL TO SERVE AS ADMINISTRATOR OF THE MACON-BIBB COUNTY DRUG COURT
4. EMERGENCY MANAGEMENT AGENCY EMERGENCY OPERATIONS PLAN

Subject: A. A RESOLUTION APPROVING THE BIBB COUNTY EMERGENCY MANAGEMENT AGENCY EMERGENCY OPERATIONS PLAN FOR 2014

Meeting: Jul 8, 2014 - PUBLIC SAFETY COMMITTEE

Category: 4. EMERGENCY MANAGEMENT AGENCY EMERGENCY OPERATIONS PLAN

Access: Public

Type: Action

File Attachments
7-8-2014 - Approving EMA Plan for 2014.pdf (570 KB)

5. ADJOURNMENT
The Public Safety Committee was called to order at 10:20 a.m. by Committee Chairman Shepherd.

**COMMITTEE MEMBERS PRESENT:**
- Commissioner Mallory Jones
- Commissioner Larry Schlesinger
- Commissioner Scotty Shepherd
- Commissioner Virgil Watkins
- Commissioner Elaine Lucas

**COMMISSION MEMBER ABSENT**
- Commissioner Al Tillman

**NEWS MEDIA:**
- Jim Gaines, The Telegraph
- Anita Oh, 13 WMAZ
- Angie Ragle, WGXA FOX 24
- Malcolm Johnson, WGXA FOX 24

**OTHERS PRESENT:**
- Mayor Robert A. B. Reichert
- Mayor Pro Tem Bert Brillins
- Commissioner Gary Bechtel
- Commissioner Ed DeFore
- Dale Walker, County Manager
- Steve Layson, Asst. County Manager
- Chris Floore, Assistant to the County Manager
- Julie Moore, Assistant to the County Manager
- Russell Nelson, Chief Deputy, Sheriff's Office
- Crystal Jones, Sr. Asst. County Attorney
- Opie Bowen, Assistant County Attorney
- Reginald McClendon, Assistant County Attorney
- Shelia Thurmond, Clerk of Commission
- Janice Ross, Training and Events Coordinator

**VISITORS/GUESTS:**
- Tom Wilcome

---

1. Approval of Minutes from Meeting on June 10, 2014

**ACTION:**

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously with Commissioners Lucas, Shepherd and Jones voting in the affirmative, the minutes of the June 10, 2014 meeting were approved as written.

2. Dangerous and Vicious Dogs

Commissioner Shepherd stated that the need to amend the ordinance regarding Dangerous and Vicious Dogs was to correct the Table of Contents for Article III Chapter 5 to reflect the substantive body of the article and the headings contained in the article were inconsistent with the provisions of the article. He stated that Sarah Tenon and Crystal Jones are working with Judge Robert Faulkner to bring him up to date on the changes in the ordinances regarding animal welfare. He continued that the Animal Welfare Task Force Sub-Committee is continuing to meet and invited the Commissioners to attend.
ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried with Commissioners Jones, Shepherd and Lucas voting in the affirmative, the ordinance amending the table of contents of Article III Chapter 5 Entitled “Dangerous and Vicious Dogs” of the Code of Ordinances to correct a Scrivener’s error in the headings index was approved.

There being no further business, and on motion duly made and seconded, the meeting was adjourned.

______________________________
Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A JUVENILE JUSTICE INCENTIVE GRANT IN THE AMOUNT OF $387,384.00 FROM THE GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL THAT HAS BEEN AWARDED TO THE BIBB COUNTY JUVENILE COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Criminal Justice Coordinating Council was established by the General Assembly in 1981; and

WHEREAS, the Criminal Justice Coordinating Council manages state grant programs funded by the Georgia General Assembly; and

WHEREAS, Juvenile Justice reform and reinvestment in Georgia’s youth is one of the top priorities of the Georgia State Legislature, the Governor of Georgia, and the Criminal Justice Coordinating Council; and

WHEREAS, the Bibb County Juvenile Court has applied for and been awarded an Juvenile Justice Incentive Grant from the Criminal Justice Coordinating Council for FY’ 15;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Award Agreement with the Georgia Criminal Justice Coordinating Council for acceptance of a Juvenile Justice Incentive Grant for FY’ 15 in the amount of $387,384.00 to help fund Bibb County Juvenile Court incentives in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ____ day of __________________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
S:\Law\RES MACON-BIBB\2014 Juvenile Justice Incentive Grant Award.doc
MEMORANDUM

TO: Mr. McClendon  
    Assistant County Attorney

    Julie Moore  
    Grants Manager

    Sherita Jones  
    Grants Accountant

FROM: Kari Kitchens  
      Grants Resources Administrator

DATE: 7/2/2014

SUBJECT: Juvenile Justice Incentive Grant Funding FY 2014

Mr. McClendon, Ms. Moore and Ms. Jones:

Please find enclosed the following grant award documents requiring Mayor Reichert’s signature, Ms. Iuliucci’s signature, and Ms. Simmons signature:

Subgrant Award—please have Mayor Reichert sign at the bottom of page one;

Special Conditions—Please have Mayor Reichert initial special conditions 1-16 & sign at the bottom of page three;

Reimbursement Selection Form—please have Ms. Iuliucci sign at the bottom of page one;

Vendor Management Form—please have Ms. Simmons complete and sign section two

Grants Manager Approval: _________________________________
Date: _________________________________

Grants Accountant Approval: _________________________________
Date: _________________________________
June 24, 2014

The Honorable Quintress Gilbert
Bibb County Juvenile Court
780 Third Street
Macon, Georgia 31201

Dear Judge Gilbert:

Congratulations! I am pleased to notify you that the Juvenile Justice Incentive Grant Funding Committee has awarded a grant to the Baldwin County Juvenile Court in the amount of $387,384.00. This grant award is effective July 1, 2014 through June 30, 2015.

As you know, juvenile justice reform and reinvestment in Georgia is not only one of my top initiatives as Governor but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In addition to the reforms mandated by H.B. 242, by providing you with the resources you need and expanding these community-centered, evidence-based services throughout the state, we can improve public safety and positively change lives in the process.

You soon will receive information from the Juvenile Justice Incentive Grant Funding Committee and the Criminal Justice Coordinating Council regarding your award and other grant-related matters. Thank you for your service to the State of Georgia.

Sincerely,

Nathan Deal

Nathan Deal
June 24, 2014

The Honorable Quintress Gilbert
Bibb County Juvenile Court
780 Third Street
Macon, Georgia 31201

Dear Judge Gilbert,

Congratulations! I am pleased to inform you that the Juvenile Justice Incentive Grant Funding Committee has awarded a grant to the Bibb County Juvenile Court in the amount of $387,384.00 effective July 1, 2014.

Juvenile Justice Reform and Reinvestment in Georgia’s youth is one of Governor Nathan Deal’s and the Criminal Justice Coordinating Council’s top priorities for the state. As the Executive Director, I enthusiastically support the Governor’s initiative for juvenile justice in our state. Together we can achieve our common goal to keep our youth on the right track towards becoming contributing members of society.

In order to maximize the funds available for this program, a portion of your award will be funded by the state-funded Juvenile Justice Incentive Grant and a portion will be funded by the federally-funded Juvenile Justice & Delinquency Prevention (JJDP) Grant Program as listed below:

- State-Funded Juvenile Justice Incentive Grant
  Amount: $349,300.00

- Federally-Funded Juvenile Justice & Delinquency Prevention (JJDP) Grant
  Amount: $38,084.00

Enclosed, you will find the award documentation for the state-funded grant award. You will receive information regarding the federally-funded award at a later date. Please pay particular attention to the Special Conditions since they are the terms and conditions which govern your award. Your completed award package must be returned with, or before, submission of the agency’s first request for reimbursement to the Criminal Justice Coordinating Council at the following address:

Juvenile Justice Incentive Grant
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, GA 30303
If you have any questions regarding the execution of the enclosed documents or the administration of your project, please feel free to contact Reginald Boyd, Grant Specialist at (404) 657-2073 or Reginald.Boyd@cjcc.ga.gov. I look forward to working with you on this exciting initiative and advancing services for our state's juveniles in a truly meaningful way.

Sincerely,

[Signature]

Jacqueline Bunn
Executive Director
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Macon-Bibb County Commission

IMPLEMENTING AGENCY: Macon-Bibb County

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y15-8-004

FEDERAL FUNDS: $ 349,300
MATCHING FUNDS: $ 0
TOTAL FUNDS: $ 349,300
GRANT PERIOD: 07/01/14-06/30/15

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jacqueline Bunn, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/14

SUBGRANTEE APPROVAL

Signature of Authorized Official
Robert A.B. Reichert, Mayor

Typed Name & Title of Authorized Official

46-3992371-001

Employer Tax Identification Number (EIN)

************************************************************************************************************

:INTERNAL USE ONLY

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SPECIAL CONDITIONS

SUBGRANTEE: Macon-Bibb County Commission
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y15-8-004
SUBGRANT AWARD: $349,300

1. All project costs not exclusively related to activities of the funded Juvenile Justice Incentive Grant must be prorated, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
   Initials ________

2. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Juvenile Justice Funding Committee. The project budget and the project summary will not be established, or officially approved, until the grantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
   Initials ________

3. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
   Initials ________

4. The grantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
   Initials ________

5. The Funding Committee will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Funding Committee reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.
   Initials ________

6. This is a reimbursement grant. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 15 days after the end of the quarter (if reporting quarterly).
   Initials ________
7. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials ________

8. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials ________

9. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the grantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials ________

10. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials ________

11. All courts must use the Department of Juvenile Justice (DJJ) Predisposition Risk Assessment Instrument and Structured Decision Making Matrix to ensure that the appropriate youth are being recommended to receive grant-funded services. In order for a youth to be eligible for diversion into a grant funded evidenced-based program, they must score at a medium or high risk level on the PDRA. If a juvenile falls within one of the following classifications: Class A Designated Felony (low, medium, and high risk), Class B Designated Felony (medium and high risk), or Other Felony (medium and high risk) they are eligible for diversion into the funded evidence-based program.
Initials ________
12. The grantee agrees to comply with the guidance contained in the 2014 Juvenile Justice Incentive Grant Program Request for Proposals. Initials _______

13. The grantee must comply with the training and evaluation requirements as mandated by the Juvenile Justice Funding Committee. Initials _______

14. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Juvenile Justice Funding Committee for consideration on a case-by-case basis. Initials _______

15. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Juvenile Justice Funding Committee that the award be rescinded. Initials _______

16. In accordance with the goals of the Juvenile Justice Incentive Grant Program, each court must reduce its total Short-Term Program (STP) sentences and Felony Commitments to the Department of Juvenile Justice (DJJ) by 20% for a full calendar year. Base levels and target reductions are based upon the Governor's Office of Children and Families FY 2012 Data and Targets for Juvenile Reinvestment Grant Program (http://juveniledata.georgia.gov). As such, the target reduction of STP sentences and Felony Commitments for the Bibb County Juvenile Court during the 12-month period of July 1, 2014 – June 30, 2015 is 45. Initials _______

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official: Robert A.B. Reichert Title: Mayor

Signature: ______________________ Date: ____________________
CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

Y15-5-004

SUBGRANT NUMBER: 

AGENCY NAME: Bibb County Juvenile Court-Macon Judicial Circuit

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

XX MONTHLY (Requests for reimbursement are due 15 days after the end of the month)

□ QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

□ ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: 

BANK ROUTING NUMBER: 

BANK ACCOUNT NUMBER: 

AGENCY CONTACT NAME: 

AGENCY CONTACT TELEPHONE NUMBER: 

AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: 

AGENCY AUTHORIZED OFFICIAL SIGNATURE: 

XX CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: 700 Poplar Street

CITY, STATE & ZIP: Macon, Georgia 31201

ATTENTION: Christy Iuliucci, Finance Director

AGENCY AUTHORIZED OFFICIAL SIGNATURE: 

For CJCC Use ONLY

CJCC Auditor: 

Phone Number: 

Grant Award Number: 

GBI Entry Initial/Date: 

ATTACHMENT 2.A

SECTION 1 - VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

VENDOR NUMBER: _______________________________  FEI/SSN/EMP ID NUMBER: 46-3992371

VENDOR NAME: Macon-Bibb County

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME)

ADDRESS: P.O. Box 247 Macon, Georgia 31202-0247

ADDRESS CONT: 700 Poplar Street

CITY: Macon  STATE: Georgia  ZIP CODE: 31201  COUNTRY: U.S.A.

PHONE NUMBER: (478) 803-2610  FAX NUMBER: (478) 751-7252

EMAIL: tsiwna@smaconbibb.us

SECTION 2 - BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)

ROUTING #: ___________________________________  BANK ACCOUNT #: ____________________________

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments

☐ Check here if this account can only be used for a SPECIFIC purpose  ____________________________________

(Indicate specific purpose for which this account can be used)

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

[Vendor Printed Name]  [Vendor Signature]  [Date]

SECTION 3 - SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)

☐ New Vendor  ☐ Employee  ☐ 1099 Code

☐ Classification Change  ☐ Add address  ☐ FEI/TIN Change

☐ Name Change**  ☐ Change of Address: Address #  ☐ Right of Way Purchase

☐ Vendor Deactivation  ☐ Fleet Anywhere Vendor  ☐ Other (provide details in Section 4)

☐ Bank Account Add  ☐ Bank Account Change  ☐ Bank Account Delete

Documentation for Vendor name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI Issuance Letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-8 form provided by the vendor.

SIC CODES (CHECK ALL THAT APPLY)

☐ Small Business  ☐ Women Owned  ☐ Minority Business Enterprise  ☐ African American  ☐ Asian American

☐ GA Based Business  ☐ Minority Business Certified  ☐ Hispanic-Latino  ☐ Native American  ☐ Pacific Islander

SECTION 4 - ADDITIONAL COMMENTS

SECTION 5 - STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)

Requestor Name: LeVonn Jordan  Agency BUN: 47100  Date:

Email: levonn.jordan@cjcc.ga.gov  Phone: (404) 657-2026  Fax #: (404) 657-1957
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE THIRD JUDICIAL ADMINISTRATIVE DISTRICT OF GEORGIA FOR $79,688.77 FOR ADMINISTRATIVE SERVICES PROVIDED TO THE MACON-BIBB COUNTY DRUG COURT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; TO EMPLOY A QUALIFIED INDIVIDUAL TO SERVE AS ADMINISTRATOR OF THE MACON-BIBB COUNTY DRUG COURT; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with The Third Judicial Circuit of Georgia for services to the Macon-Bibb County Drug Court between July 31, 2014 and June 30, 2015, for a maximum contract price of seventy nine thousand six hundred eighty eight dollars and 77/100s ($79,688.77) in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this ______day of _________________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR ADMINISTRATIVE SERVICES

STATE OF GEORGIA

MACON-BIBB COUNTY, GEORGIA

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between Macon-Bibb County, Macon, Georgia (hereinafter the Board) and the Third Judicial Administrative District of Georgia, State of Georgia (hereinafter the District).

WITNESSETH:

WHEREAS, the Superior Court of Macon-Bibb County, Georgia, having determined it appropriate to institute and operate a Macon-Bibb County Drug Court Program; and,

WHEREAS, the Board having agreed to fund and support said programs from the general treasury of the consolidated government and funds otherwise available to Macon-Bibb County for said programs; and,

WHEREAS, the Board having previously contracted directly with various individuals for the operation and management of the Macon-Bibb County Drug Court; and,

WHEREAS, the Board and the Superior Court having determined that the success and continued positive growth of the Drug Court Program requires the sound, competent, and consistent management and supervision of an administrator skilled in said fields of endeavor; and,

WHEREAS, the Third Judicial Administrative District of Georgia, State of Georgia, being uniquely situated and suited to provide said services to the Board;

NOW THEREFORE, BE IT THEREFORE AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations herein contained that:

(1) The District will employ a qualified individual to serve as administrator of the Macon-Bibb County Drug Court, the specific duties of said positions which are included in “Exhibit A”, which are made a part of this contract.

(2) The compensation of the individual thus employed will be determined by the District based on the total amount of funding made available to the District by the Board. The employee is eligible for full state fringe benefits, with the salary of the position to be determined by subtracting the fringe benefit costs (including normal assessments for personal service costs) from the total funding.

(3) The District will assume no responsibility for unfunded liabilities or costs associated with the employment of a former state employee for this position to include, but not limited to payment for annual leave, sick leave, (accrued and/or forfeited) and unused leave for retirement.

(4) Reimbursement for travel expenses incurred by the administrator will solely be the responsibility of the Board, and city/county travel policies will prevail.

(5) Reimbursement to the District for expenses incurred pursuant to this contract shall be made on a monthly basis by the Board based upon the financial report for the previous month’s expenditures for the position as provided by the District’s fiscal office, the Council of Superior Court Judges, verified by the District, and submitted to the Board for payment.

(6) All payments due to the District by the Board shall be made no more than 15 days after the receipt of the financial report serving as an invoice.

(7) Amount of Payment to District. The Board shall pay to the District an amount not to exceed $79,688.77 per annum (inclusive of salary and fringe benefits) pursuant to the provision of
(8) **Duration of Contract.** This contract may be terminated by either party for any reason by giving ninety (90) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2014 to June 30, 2015.

(9) **Entire Agreement.** This contract shall constitute the entire agreement of the parties, and no changes or modifications hereof shall be effective unless mutually agreed upon, in writing.

(10) This contract supersedes any former contracts.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

MACON-BIBB COUNTY GOVERNMENT

BY: ____________________________
Robert A. B. Reichert, Mayor

WITNESS: ________________________

THIRD JUDICIAL ADMINISTRATIVE DISTRICT
STATE OF GEORGIA

BY: ____________________________
Joseph D. Baden, District Court Administrator

WITNESS: ________________________
Chanda Childs
EXHIBIT A

DRUG COURT PROGRAM ADMINISTRATOR

DUTIES AND RESPONSIBILITIES

General Summary:

Under the direction of the Drug Court Judge, administers and coordinates all drug court services to ensure the program's compliance with all court policies and procedures. The following duties and responsibilities are normal for this position. They are not to be construed as exclusive or all-inclusive.

Principal Duties and Responsibilities:

1. Development and administration of program policies and procedures.
2. Program and budget administration.
3. Preparation of statistical reports regarding court function.
4. Grant writing and management.
5. Contract management.
6. Hiring, supervising, evaluating and training of staff.
7. Participation on the drug court team for assessment and monitoring of participants.
8. Coordination of treatment for drug court participants.
9. Monitoring of fee system for participants.
10. Coordination of drug court calendar.
11. Attendance at drug court sessions.
12. Oversight and coordination of community resources and treatment planning.
13. Strategic planning.
14. Community relations.
15. Other related duties as directed by the Drug Court Judge.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION
APPROVING THE “BIBB COUNTY EMERGENCY MANAGEMENT AGENCY
EMERGENCY OPERATIONS PLAN” FOR 2014, IN THE SAME OR SIMILAR
FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER
PURPOSES.

WHEREAS, the Board of Commissioners of Macon-Bibb County, Georgia
pursuant to Georgia Statute, is vested with the authority of administering the affairs of
Macon-Bibb County, Georgia; and

WHEREAS, it has been determined that a Macon-Bibb County Local Emergency
Operations Plan has been developed in order to provide for a coordinated response to a
community emergency or natural disaster in Macon-Bibb County; and

WHEREAS, Section 9-4 of the Code of Ordinance, Macon-Bibb County
Georgia, mandates that a comprehensive emergency management and disaster control
plan for Macon-Bibb County be adopted by resolution of the Commission and approved
by the Mayor; and

WHEREAS, the Board of Commissioners of Macon-Bibb County deems it
advisable and in the best interest of Macon-Bibb County to approve said Local
Emergency Operations Plan; and

WHEREAS, the acceptance of this 2014 Local Emergency Operations Plan
supersedes all previous approved Macon-Bibb Local Emergency Operations Plans;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County
Commission, and it is hereby so resolved by the authority of the same, that the “Bibb
County Emergency Management Agency Emergency Operations Plan” for year 2014 be,
and is hereby approved in substantially the same form as attached hereto as Exhibit “A.”
The Plan will be effective upon signing.

SO RESOLVED this ___ day of _____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:  
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]
Tuesday, July 8, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. APPROVAL OF MINUTES FROM MEETING ON JUNE 24, 2014
Meeting: Jul 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
6-24-2014.pdf (479 KB)

2. TERMINAL STATION

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TRANSFER OF THE TERMINAL STATION BUILDING TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY CONTINGENT UPON APPROVAL BY THE FEDERAL TRANSIT AUTHORITY
Meeting: Jul 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. TERMINAL STATION
Access: Public
Type: Action

File Attachments
7-8-2014 - Transfer of Terminal Station to Macon Transit Authority.pdf (492 KB)

3. AGREEMENT WITH CORRECT HEALTH FOR INMATES

Subject: A. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT WITH CORRECT HEALTH BIBB, LLC TO PROVIDE CONTINUED PHYSICAL HEALTH SERVICES FOR INMATES AND DELTAINEES OF THE COUNTY
Meeting: Jul 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
3. AGREEMENT WITH CORRECT HEALTH FOR INMATES

Access: Public
Type: Action

File Attachments
7-8-2014 - Amended Agreement Health Services Inmates.pdf (2.723 KB)

4. ADJOURNMENT
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

June 24, 2014

The Facilities and Engineering Committee was called to order at 10:25 a.m. by Committee Vice-Chairman Mallory Jones.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones – Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd

COMMISSIONER MEMBER ABSENT:
Commissioner Al Tillman - Chairman

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Virgil Watkins
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bivins
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Opie Bowen, Assistant County Attorney
Reginald McClendon, Assistant County Attorney
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training & Event Coordinator
Dale Walker, County Manager
Steve Layson, Assistant County Manager
Chris Floore, Asst. to the County Manager
Doron Dvorak, Compliance Officer
Julie Moore, Assistant to the County Manager

NEWS MEDIA:
Jim Gaines, The Telegraph
Malcolm Johnson, WGXA
Anita Oh, WMAZ

VISITORS/GUESTS:
Tom Wilmore
Michael Leverett, Disability Connections
Andreena Patton, Disability Connections

1. Approval of Minutes from the June 10, 2014 meeting

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel and Jones voting in the affirmative, the minutes of the June 10, 2014 meeting were approved.

2. Americans With Disabilities Act Transition Plan

Doron Dvorak, Compliance Officer, stated that the Georgia Department of Transportation requires a Americans with Disabilities Act Transition Plan from each County. The purpose is to identify properties that the government owns and assess if the property meets the standards for disabled persons to utilize the building. He stated that is to ensure that all Macon-Bibb County services, programs, activities and facilities are accessible to any and all persons. Persons with disabilities means not just mobile disabilities, but other needs related to speech, cognitive, vision and hearing disabilities. Michael Leverett from Disability Connections suggested that the government ask individuals in the community for their input when creating the plan. Commissioner Lucas stated she was concerned because at one of the last evening meetings the door in the basement was locked.
and someone had to be contacted to come unlock the door. Mayor Reichert responded that he would have Mr. Walker place an emergency push bar on the door in the basement.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and DeFore, voting in the affirmative, the resolution authorizing the Commission to accept an Americans with Disabilities Act Transition Plan was approved.*

3. Agreement with Georgia Gas Distributors, Inc.

Steve Layson stated that this was a renewable contract. The purpose is to refill vehicles that use propane gas. At the present time, the government only has two vehicles plus the Zamboni at the Centreplex. Mayor Reichert stated that in an effort to be a cleaner community, he would like to see the government make significant improvements in using CNG vs diesel. He believes it is important to weigh the cost of CNG vs diesel before the government moves forward. He continued that garbage trucks and other government owned vehicles would benefit from the use of CNG.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and DeFore, voting in the affirmative, the resolution authorizing the Mayor to execute an agreement of extension with Georgia Gas Distributors, Inc. for the continued operation of the Propane Distribution and Storage Facility located at 1122 Seventh Street was approved.*

There being no further business and on motion duly made and seconded, the meeting was adjourned.

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Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TRANSFER OF THE TERMINAL STATION BUILDING TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY CONTINGENT UPON APPROVAL BY THE FEDERAL TRANSIT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, on or about August 26, 2002, the former City of Macon purchased the Terminal Station Building (hereinafter “Terminal Station”) from the Georgia Power Company using a combination of general funds and Federal grant money; and

WHEREAS, upon the acquisition of Terminal Station, the former City of Macon, working in conjunction with the Macon Transit Authority (hereinafter “MTA”), applied for and received grants from the Federal Transit Authority and other Federal funding mechanisms to assist with the renovation and revitalization of the building; and

WHEREAS, the funds and grants received from the Federal Transit Authority to acquire Terminal Station required that any revenues generated from the operation of Terminal Station be dedicated to transit purposes; and

WHEREAS, as such, MTA leased, and continues to currently lease, a significant portion of Terminal Station, which it uses to conduct transit programs for the citizens of Macon-Bibb County, as well as for general office space for MTA employees; and

WHEREAS, in addition, MTA also manages Terminal Station on behalf of Macon-Bibb County pursuant to a Lease and Management Agreement entered into by the former City of Macon, and inherited by Macon-Bibb County upon consolidation; and

WHEREAS, the aforementioned Lease and Management Agreement authorizes MTA to use the rental income collected from MTA and other tenants of Terminal Station to pay for the expenses of operating, maintaining, and securing the building; and

WHEREAS, however, should the rental income collected by MTA be insufficient to cover the operating, maintenance, and security expenses of Terminal Station, the aforementioned Lease and Management Agreement also requires Macon-Bibb County to reimburse MTA for any resulting deficit incurred by Terminal Station; and

WHEREAS, due to the fact that MTA does not own Terminal Station, MTA is limited in its ability to apply for additional grants and funds that could be used to improve Terminal Station and enhance the transit system in Macon-Bibb County; and
WHEREAS, should MTA acquire ownership of Terminal Station, MTA would be eligible to apply for additional Federal grant money; and

WHEREAS, Macon-Bibb County currently provides financial support to MTA, and transferring Terminal Station to MTA would enhance MTA’s ability to apply for grant funds and could reduce the amount of money MTA requests from Macon-Bibb County during the budgeting process; and

WHEREAS, because Federal grant funds were used to purchase and improve Terminal Station, approval of any transfer involving Terminal Station would have to be approved by the Federal Transit Authority; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County by allowing MTA additional opportunities for grants that could increase the transit services offered in Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement for the transfer of the Terminal Station Building to the Macon Transit Authority, contingent upon approval by the Federal Transit Authority.

SO RESOLVED this _____ day of ___________________, 2014.

By:

______________________________
ROBERT A.B. REICHERT, Mayor

Attest:

______________________________
SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT WITH CORRECT HEALTH BIBB, LLC TO PROVIDE CONTINUED PHYSICAL HEALTH SERVICES FOR INMATES AND DETAINEES OF THE COUNTY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the County is charged by law with the responsibility of obtaining and providing reasonably necessary medical care for inmates and detainees of the County; and

WHEREAS, on or about July 1, 2013, the Bibb County Board of Commissioners and the Bibb County Sheriff’s Office entered into an agreement with CorrectHealth Bibb, LLC to provide physical health services for inmates of the County; and

WHEREAS, the initial term of this agreement was for one (1) year, and said agreement terminated on or about June 30, 2014; and

WHEREAS, the Bibb County Sheriff’s Office and CorrectHealth Bibb, LLC have agreed upon additional terms that they wish to include in an amendment agreement that will be effective from July 1, 2014 until June 30, 2015; and

WHEREAS, specifically, CorrectHealth Bibb, LLC will now be providing physical health services to detainees of the County, as well as detainees/inmates who are housed at satellite locations by the Bibb County Sheriff’s Department; and

WHEREAS, the rate of compensation to CorrectHealth Bibb, LLC will be increased from $3.51 per inmate per day to $3.62 per inmate per day, with the total cost increasing from $3,266,060.59 to $3,370,574.53; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amended agreement with CorrectHealth Bibb, LLC to provide continued physical health services for inmates and detainees of the County.

SO RESOLVED this ___ day of ________________, 2014.

By: ________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
      SHELLIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
HEALTH SERVICES AGREEMENT
AMENDMENT

The HEALTH SERVICES AGREEMENT by and between the MACON-BIBB COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as “COUNTY”) and CORRECTHEALTH BIBB, LLC (hereinafter referred to as “COMPANY”) dated July 1, 2013, is hereby amended effective July 1, 2014. The compensation paid by COUNTY to COMPANY and the scope of services provided by COMPANY to COUNTY will change, as stated below. All other provisions, as set forth in the Health Services Agreement dated July 1, 2013, will remain the same.

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the BCLEC\(^1\) and detainees of the COUNTY. This care is to be delivered to inmates under the custody and control of the COUNTY at the BCLEC and under custodial arrest by the COUNTY. COUNTY and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.

1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, on-site emergency medical care, emergency ambulance, medical records management, pharmacy/prescription supply, and services management, including mental health pharmaceuticals, administrative support services, and other services, all as more specifically described herein and in COMPANY’s Proposal dated February 22, 2013 and Amended Proposal dated April 8, 2013.

1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the BCLEC, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

\(^1\) “BCLEC” refers to the main Jail (Oglethorpe Street), as well as all Satellite Locations including: Records Center (2nd Street), Special Operations Building (Hazel Street), Training Range (Confederate Drive), Higgins Building (Hazel Street), Detention / Work Release (2nd and Hazel), Court Security (Courthouse), Court Services (Oglethorpe Street) and CID (Oglethorpe Street).
1.4 On-Site Emergency Services. COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary.

1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate’s commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the BCLEC for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY’s intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become financially responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual’s incarceration at the BCLEC. An inmate shall be considered medically stabilized when the patient’s medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY BCLEC personnel, so that the inmate can reasonably be housed inside the BCLEC.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the BCLEC prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county
personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

1.7 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. The initial term of this Agreement will be July 1, 2014 through June 30, 2015. This Agreement is renewable under like terms for additional one-year terms, subject to any adjustments, as specified below, unless either party delivers written notice of non-renewal to the other party at least one-hundred and twenty (120) days prior to the expiration of the then-existing term.

ARTICLE VII: COMPENSATION

7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base compensation of $3,370,574.53. This will be due in monthly payments of $280,881.21. This compensation level assumes a maximum inmate population of 966 inmates.

COMPANY will invoice COUNTY 1/12th of the annual contract price on the 15th of the month prior to the month of services. Payment for healthcare services by the COUNTY to COMPANY will be due on or before the 1st day of the month of service. Adjustments for census variations will be invoiced on the 15th day of the month following the month of services.

7.2 Per Diem. COUNTY agrees to compensate COMPANY $3.52 per inmate per day with the daily inmate census 966.
This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population of 966 inmates per day. If the census increases to 1,159 and is sustained, the parties agree to negotiate in good faith for additional staffing and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY’s Proposal and this Agreement.

7.3 Inmates From Other Jurisdictions. Medical care rendered within the BCLEC to inmates from jurisdictions outside the COUNTY, and housed in the BCLEC pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the BCLEC will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the BCLEC on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the BCLEC. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.

7.4 Specialty Care (On-Site and Off-Site). COMPANY will manage scheduling, claims processing and accounting for off-site healthcare services including services for inmates housed at the BCLEC for other jurisdictions. COMPANY will be financially responsible for the actual costs of these specialty and off-site services, including, but not limited to, hospitalization and off-site emergency services costs, specialty diagnostics and specialty provider fees.

7.5 Compensation Escalator. Beginning one (1) year from the effective date in Section 6.1, above (hereinafter referred to as the "anniversary date"), and on each subsequent anniversary date, the compensation paid to COMPANY, including base compensation and per diem rate, shall be adjusted by a blended rate of the percentage increase of the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States and the expenditures for off-site care in the previous calendar year. COMPANY agrees to provide COUNTY with any and all requested documentation supporting COMPANY’s proposed increase using the blended rate, as described above.
7.6 **Change in Standard of Care or Scope in Services.** The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.

7.7 **Late Payments.** The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

7.8 **Catastrophic Limits.** The COMPANY shall be responsible for payment of all costs and expenses associated with the provision of off-site health care services, up to a maximum of $200,000 per inmate per contract year. COUNTY shall directly reimburse the off-site health care provider and COMPANY will reimburse the COUNTY, up to the $200,000 per inmate per contract year maximum.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

**MACON-BIBB COUNTY BOARD OF COMMISSIONERS ("COUNTY")**

By: __________________________
Title: Macon-Bibb County Mayor
Print Name: Robert A.B. Reichert
Date: __________________________

Witness: ________________________

**BIBB COUNTY SHERIFF’S OFFICE**

By: __________________________
Title: Sheriff
Print Name: David Davis
Date: __________________________

Witness: ________________________
CORRECTHEALTH BIBB, LLC ("COMPANY")

By: ________________________________
Title: Chief Legal Officer
Print Name: Stacy M. Blackman
Date: ________________________________

Witness: ________________________________
PREVIOUS AGREEMENT
HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as “AGREEMENT”) by and between the BIBB COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as “COUNTY”) and CORRECTHEALTH BIBB, LLC (hereinafter referred to as “COMPANY”), is entered into as of the __________ day of ________________, 2013 to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Bibb County Law Enforcement Center (hereinafter called “BCLEC”) and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY, which receives funding as approved by the Bibb County Board of Commissioners, desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: HEALTH CARE SERVICES

1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the BCLEC. This care is to be delivered to individuals under the custody and control of the COUNTY at the BCLEC, and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.

1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, on-site emergency medical care, emergency ambulance, medical records management, pharmacy/prescription supply and services management,
including mental health pharmaceuticals, administrative support services, and other services; all as more specifically described herein and in COMPANY’s Proposal dated February 22, 2013 and Amended Proposal dated April 8, 2013.

1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the BCLEC, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

1.4 On-Site Emergency Services: COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary.

1.5 Injuries Incurred Prior to Incarceration: Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate’s commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the BCLEC for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening Injury or Illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's Intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual’s incarceration at the BCLEC. An inmate shall be considered medically stabilized when the patient’s medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY BCLEC personnel, so that the inmate can reasonably be housed inside the BCLEC.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the BCLEC prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of
the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These Inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

1.7 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the COUNTY. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.

1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services COMPANY is obligated to pay under this Agreement, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE II: PERSONNEL

2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the BCLEC, as identified on Exhibit A, which is attached hereto.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed,
certified or registered, in their respective areas of expertise as required by applicable Georgia law.

2.3 **COUNTY's Satisfaction with Health Care Personnel.** If the Sheriff, Chief Deputy, or Division Commander of the BCLEC becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the BCLEC of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Chief Deputy, or Division Commander of the BCLEC, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.

2.4 **Use of COUNTY Personnel and Inmates in the Provision of Health Care Services.** COUNTY personnel nor inmates shall be employed or otherwise engaged by either COMPANY or COUNTY in the direct rendering of any health care services.

2.5 **Subcontracting and Delegation.** In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars ($1,000,000) coverage per occurrence and three million dollars ($3,000,000) aggregate.

2.6 **Discrimination.** During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:

   a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national
origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.

3.2 Regular Reports by COMPANY to COUNTY. COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.

3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its
obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

3.5 County Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY’s request, COUNTY’s records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY’s conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and BCLEC personnel, consistent with the correctional setting. BCLEC personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY’s obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in anyway whatsoever.

4.2 Security During Transportation Off-Site. The COUNTY, by and through the Bibb County Sheriff’s Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the BCLEC and any other location for off-site services as contemplated herein.
ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line[s] in the medical area, and secured high-speed/DSL Internet access for the sole and exclusive use by medical staff.

COUNTY will pay for the utilities (gas, electric, water, phone lines, long distance telephone service, high-speed/DSL Internet access, etc.). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

COMPANY will provide all medical and office supplies used in the healthcare delivery system administered at the BCLEC. This includes medical supplies, medical records, office supplies, and forms.

COMPANY will also provide for all non-capital medical equipment (i.e., less than $500). COUNTY will be responsible for any capital medical equipment (i.e., more than $500).

5.2 Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the BCLEC’s health care unit. At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the BCLEC’s health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the BCLEC, for proper acceptance. At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Initial Term. The initial term of this Agreement will be July 1, 2013 through June 30, 2014. This Agreement is renewable under like terms for additional one-year terms, subject to negotiation of the service component and agreed-upon compensation adjustments, including CPI-W adjustment, unless either party delivers written notice of non-renewal to the other party at least one-hundred and twenty (120) days prior to the expiration of the then-existing term.
6.2 **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:
   a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
   b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon one-hundred and twenty (120) days prior written notice in accordance with Section 9.3 of this Agreement.

6.3 **Responsibility for Inmate Health Care.** Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the BCLEC, will be transferred from COMPANY to COUNTY.

**ARTICLE VII: COMPENSATION**

7.1 **Base Compensation & Per Diem Compensation.** COMPANY will pay COMPANY an annualized base compensation of $3,266,060.59. This will be due in monthly payments of $272,171.22. This compensation level assumes a maximum inmate population of 1,000 inmates.

COMPANY will invoice COUNTY 1/12th of the annual contract price on the 15th of the month prior to the month of services. Payment for healthcare services by the COUNTY to COMPANY will be due on or before the 1st day of the month of service. Adjustments for census variations will be invoiced on the 15th day of the month following the month of services.

7.2 **Per Diem.** COUNTY agrees to compensate COMPANY $3.51 per inmate per day with the daily inmate census exceeds 2,000.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population of 1,000 inmates per day. If the census increases to 1,200 and is sustained, the parties agree to negotiate in good faith for additional staffing and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY's Proposal and this Agreement.

7.3 **Inmates From Other Jurisdictions.** Medical care rendered within the BCLEC to inmates from jurisdictions outside the COUNTY, and housed in the BCLEC
pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the BCLEC will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the BCLEC on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the BCLEC. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.

7.4 Specialty Care (On-Site and Off-Site). COMPANY will manage scheduling, claims processing and accounting for off-site healthcare services including services for inmates housed at the BCLEC for other jurisdictions. COMPANY will be financially responsible for the actual costs of these specialty and off-site services, including, but not limited to, hospitalization and off-site emergency services costs, specialty diagnostics and specialty provider fees.

7.5 Compensation Escalator. Beginning July 1, 2014 and for any succeeding twelve (12) month period, the Compensation paid to COMPANY, as specified in Section 7.1 and 7.2, will be increased by the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States.

The resultant percentage increase shall be multiplied by the annual Base Compensation and the Per Diem Rate to determine the subsequent annual Base Compensation and subsequent Per Diem Rate for the succeeding twelve (12) month period.

This CPI-W adjustment shall be reflected in the billing for any contract renewal period. COMPANY shall provide COUNTY with written notice of any such proposed increase prior to the expiration of the term in effect at that time.

7.6 Change in Standard of Care or Scope in Services. The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.
7.7 **Late Payments.** The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

8.1 **Insurance.** At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.

8.2 **Indemnification.** COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY's obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in any way whatsoever.

8.3 **Employment of Unauthorized Aliens Prohibited.** It is the policy of COUNTY that unauthorized aliens shall not be employed to perform work on COUNTY contracts for labor or services that exceed $2,499.00. Therefore, the COUNTY shall not enter into a contract within the State of Georgia, unless COMPANY provides evidence on COUNTY-provided forms that COMPANY and its subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the COUNTY contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to
conduct an inspection of COMPANY’s verification process to determine that the verification was correct and complete. COMPANY shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts that exceed $2,499.00 where more than ten (10) persons are employed on the COUNTY contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that COMPANY does not employ unauthorized aliens on COUNTY contracts. By entering into a contract with the COUNTY, COMPANY agrees to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where COMPANY is found to have employed an unauthorized alien, the County Manager or his/her designee may order COMPANY to terminate or require its subcontractor to terminate that person’s employment immediately and to report same to the Department of Homeland Security. COMPANY’s failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and COMPANY shall be liable for all damages and delays occasioned by the COUNTY thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

COMPANY agrees that the employee-number category designated below is applicable to COMPANY.

- 500 or more employees.
- 100 or more employees.
- X Fewer than 100 employees.

Contractor agrees that, in the event COMPANY employs or contracts with any subcontractor(s) in connection with this Agreement, COMPANY will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor.

COMPANY’s compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of COMPANY’s affidavit attached as Exhibit “B.”

8.4 **Compliance with Laws Regulating Illegal Aliens.** The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types
of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

COMPANY covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. COMPANY shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. COMPANY shall provide documentation prior to commencing work under this Agreement, in a form acceptable to COUNTY, affirming COMPANY’s compliance with this Section.

ARTICLE IX: MISCELLANEOUS

9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to inmates at the BCLEC under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between the parties.

9.2 Court Appearance by COMPANY Employees. In the event COMPANY’s personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement. COUNTY shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

(a) COUNTY: ____________________________________________________________________

(b) COMPANY: CorrectHealth Bibb, LLC
              ATTN: Carlo A. Musso, M.D.
              3384 Peachtree Road, NE, Suite 700
              Atlanta, GA 30326

Notices shall be effective upon receipt regardless of the form used.
9.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.5 **Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.

9.6 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.7 **Other contracts and Third-Party Beneficiaries.** The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the BCLC. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.8 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.9 **Cooperation.** On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.

9.10 **Time of Essence.** Time is and shall be of the essence of this Agreement.

9.11 **Authority.** The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.12 **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
9.2 **Cumulative Powers.** Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.3 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

**BIBB COUNTY ("COUNTY")**

By:

Name: Mr. Samuel F. Hart, Jr., Chairman

Date:

Title: Chairman, Bibb County Board of Commissioners

Witness:

**BIBB COUNTY SHERIFF’S OFFICE**

By: [Signature]

Name: David L. Davis, Sheriff

Date: [Signature]

Title: Sheriff, Bibb County, Georgia

Witness: [Signature]

**CORRECTHEALTH BIBB, LLC ("COMPANY")**

By: [Signature]

Name: Stacy M. Blackman, Esq.

Date: [Signature]

Title: Chief Legal Officer

Witness:
## EXHIBIT A – STAFFING

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EXHIBIT B – AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BIBB

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bibb County, CORRECTHEALTH BIBB, LLC will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 in the form attached hereto as Exhibit “1.” CORRECTHEALTH BIBB, LLC further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

65870
EEV / Basic Pilot Program User Identification Number

\[ \text{08/27/13} \]

BY: Authorized Officer or Agent Date
CORRECTHEALTH BIBB, LLC

CHIEF LEGAL OFFICER
Title of Authorized Officer or Agent of Contractor

STACY M. BLACKMAN
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
\[ \text{8th Day of August} \]
\[ \text{2013} \]

\[ \text{Nicole W. Turner} \]
\[ \text{Commission Expires: 01/17/16} \]
Tuesday, July 8, 2014
MACON - BIBB COUNTY COMMISSION WORK SESSION

5:00 P.M.
LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DIFERO
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. PRESENTATION BY NEWTOWN MACON
2. PRESENTATION BY THE ANIMAL WELFARE DEPARTMENT