



Spalding County online

Board of Commissioners

EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Monday, November 17, 2003 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Dick Morrow, Michael Kendall, Johnie McDaniel, Cecil Davis and Eddie Goss present. Also present were County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

- I. OPENING (CALL TO ORDER) – Chairman Morrow**
- II. INVOCATION - Rev. Randy Valimont**
- III. PLEDGE TO FLAG – Led by Chairman Morrow**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Consider approval of a Joint City/County Proclamation recognizing the week of November 21-27, 2003 as “Farm-City Week” in Griffin and Spalding County, Georgia. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Proclamation was unanimously approved by a vote of 5-0. The Proclamation was read into the minutes by Chairman Morrow and presented to Barbara Kreider, Georgia Farm Bureau.*

Proclamation

FARM -CITY WEEK “Growing a Better Georgia”

WHEREAS, Since our earliest days as a nation, farmers have tilled the soil of this great land, feeding their families, other citizens, and people around the world. Over the years, our economy has changed, but the American farm and ranch has remained a vital thread in the fabric of our lives.

WHEREAS, Our nation was founded on values of hard work, faith, family and community. Those values still hold true for farmers and ranchers.

WHEREAS, By providing an abundant supply of safe, high-quality food and fiber, our farmers and ranchers contribute to a quality of life in our country that is unmatched around the world.

WHEREAS, Farmers and ranchers do not work alone. Farm workers, researchers, educators, processors, shippers, truck drivers, inspectors, agribusinesses, wholesalers, marketers, retailers and consumers, many of whom are in urban areas, all play important roles in the incredible productivity of our nation's food and fiber system.

WHEREAS, This week, as we gather with family and friends around the Thanksgiving table, it is fitting that we count among our blessings the vital farm-city partnerships that have done so much to improve the quality of our lives. Rural and urban communities working together have made the most of our rich agricultural resources, and they continue to contribute to the health and well-being of our people and to the strength of our economy.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Spalding County and the City Commissioners of the City of Griffin that **November 21 through November 27, 2003** is hereby proclaimed as:

“FARM-CITY WEEK”

and we call upon all our citizens to acknowledge and celebrate the achievements of all those who produce an abundance of agricultural products that strengthen and enrich our community and our nation.

2. Parks and Recreation Director Louis Greene to present several awards to Board of Commissioners. Mr. Green presented two awards to Chairman Morrow. The first was the District Award for an Athletic Program and the second award was the “Agency of the Year Award awarded at the State GRPA banquet held last week. He stated that the local Parks and Recreation has received this Award three times, 1997 and back to back, 2002 and 2003. Mr. Green stated that they had T-shirts printed to show that their department is number one and presented each Commissioner with one of the T-shirts.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Four Months Ended October 31, 2003. Ms. Jinna Garrison, Administrative Services Director, was present to answer any questions. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the Financial Statements were unanimously approved by a vote of 5-0.*

VI. CITIZENS COMMENTS – n/a

VII. PUBLIC COMMENT

Mr. Terry Dunn, 208 Sylvan Lane, addressed the Board of Commissioners regarding an incident that he and his wife had experienced at the Spalding County Jail. He said that they were not treated very well at the Jail. He referred to a letter depicting this incident that he had written to the Board. He said that all this happened over a \$57.50 traffic ticket that his wife received and

they requested at City Court that this be bound over to State Court. Chairman Morrow stated to Mr. Dunn that he was sorry that he had that difficulty out there with the Sheriff and the Jail.

VIII. MINUTES

1. Consider approval of the minutes of the Regular Monthly Meeting of November 3, 2003. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the minutes were unanimously approved by a vote of 5-0.*

IX. CONSENT AGENDA

1. Consider at second reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for improvements at the C.I. and to provide for fiscal agent fees. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Budget Ordinance was unanimously approved by a vote of 5-0.*

AN ORDINANCE AMENDING THE FISCAL YEAR 2004 BUDGET ORDINANCE FOR SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2004 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 26, 2003, be amended as follows:

Section I. Capital Projects Grant

A. Revenues

Fund Balance	From	\$	300,000	to	\$	331,208
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B. Expenditures

Correctional Institution	From	\$	300,000	to	\$	331,208
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Section II. General Fund

A. Revenues

Other Financing Sources	From	\$	300,000	to	\$	328,550
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B. Expenditures

Correctional Institution From \$ 4,965,270 to \$ 4,993,820

Approved on first reading this 3rd day November 2003.

Approved, adopted and enacted on second reading this 17th day November 2003.

X. OLD BUSINESS

1. Commissioner McDaniel to make his Third District Appointment to the Spalding County Board of Zoning Appeals to fill the unexpired term of Keith Dryden. (Term to expire 12-31-04). *No action taken.*

2. Consider at first reading of an ordinance amending the Spalding County Code, Part VII, Chapter 2, Section 7-2002, relative to junked or abandoned motor vehicles. County Attorney Fortune stated that the ordinance had been changed to add a definition of rear yard to insure that the buildings were not placed in the front yard.

Motion by Commissioner Goss to table ordinance indefinitely. There was no second to his motion; therefore, motion to table died for lack of a second.

*Motion by Commissioner Morrow to approve the ordinance at first reading. Commissioner Davis seconded the motion and motion passed by a vote of 4-1 with Commissioner Goss voting in opposition as he felt this was a little too drastic to start off with and would cause a hardship on some people. **The Ordinance will be incorporated into the minutes on second and final reading.***

XI. NEW BUSINESS

1. Consider renewal of the 2004 Alcoholic Beverage Licenses – Retail Package for the following:

- Prakash I. Patel d/b/a/ 19/41 Package Store, 2004 North Expressway – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Raymond J. Beaugrand d/b/a/ Fatzo's Bottle Shop, 3931 North Expressway – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Mayank D. Desai d/b/a Max's Liquor, 1600A Williamson Road – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Jong Se Kim d/b/a The Liquor Gate, 1740 Zebulon Road – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Mesfin A. Mengesha d/b/a/ Carver Package Store, 1557D Williamson Road – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Young Jin Moon, YJ Enterprises, Inc. d/b/a Sam's Package Store – 1301 North Hill Street – Beer and Wine.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Young Jin Moon, YJ Enterprises, Inc. d/b/a/ Young's Liquor Store – 1301 North Hill Street – Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

2. Consider renewal of 2004 Alcoholic Beverage License – Consumption on Premises for the following:

- Jimmy R. Allen d/b/a Big Jim's Wing Shack, 1557 Williamson Road – Beer and Wine.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Ronald Milton Turner d/b/a/ Country Rock Café, 2700 North Expressway – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Robert Miron Atchison d/b/a/ Griffin Moose Lodge #1503, 1435 Zebulon Road – Beer, Wine, and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

- Joe Lee Mathis d/b/a JJ's Restaurant & Lounge, 2043 Highway 16 West – Beer and Liquor.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 3-2 with Commissioners Goss and McDaniel voting in opposition.

3. Consider renewal of 2004 Alcoholic Beverage License – Wholesale Distributor for the following:

- Robert H. Glover d/b/a/ Jackson Beverage, Inc., 915 South Pine Hill Road – Beer.

Upon motion by Commissioner Davis, seconded by Commissioner Morrow renewal of license was approved by a vote of 4-1 with Commissioner McDaniel voting in opposition.

4. Consider renewal of the 2004 Alcoholic Beverage License – Retail Sales – Convenience Store

- Dwight A. (Tony) Lavelle d/b/a Tony's One Stop, 4275 N. Expressway – Beer and Wine.

Mr. Lavelle has had three violations, one by employee and two by owner. The violations were March 2002, June 2003 and October 2003. Licensed 1999. Mr. Lavelle was represented by an attorney and his attorney stated that he had been found guilty of the one sold by the employee in March 2002; however, the other two cases had not been adjudicated, one with Department of Revenue and one with State Court. Mr. Lavelle was supposed to be on the December calendar with Department of Revenue.

After discussing the information received, motion made by Commissioner Davis to table license renewal until the December 15, 2003 meeting. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.

5. Consider contract with ZSI Probation Services, Inc. for State Court at the request of Judge Sid Esary. *Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the following contract was approved by a vote of 4-0 (Commissioner Davis was absent at time of vote).*

**ZSI INCORPORATED
COMMUNITY CORRECTIONAL SERVICES AGREEMENT**

Effective Date: December 1, 2003

This AGREEMENT ("Agreement") is made by and between ZSI Probation Services, Inc., a corporation organized under the laws of the State of Georgia, with its principal place of business at 730 B East 3 St, Jackson, Georgia conducting business in Georgia from Griffin located at 235 B Slaton St., Griffin, Georgia ("ZSI"), and the State Court of Spalding County, Georgia with its principal place of business for the purposes of this Agreement in Griffin, Spalding County, Georgia ("the Court").

WHEREAS, the Court has determined that a present need exists for certain community correctional services, hereinafter referred to as the "Services", and

WHEREAS, the Court is authorized to enter into this Agreement by the laws and regulations to which the Court is subject; and

WHEREAS, the Court and ZSI agree that the terms and conditions of this Agreement apply to the Services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. INTRODUCTION

The purpose of this Agreement is to set forth the agreement between ZSI and the Court concerning the Correctional Services that ZSI agrees to provide the Court hereunder.

2. SERVICES / TERM

2.1 Services. ZSI agrees to provide certain Services and ZSI and the Court agree that the client shall pay for the Services as described herein which shall be subject to this Agreement and separately executed by the Court and ZSI. All Services provided by ZSI hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein. The parties agree that the Court shall have no obligation to make any payments under this contract and that ZSI shall look solely to its clients for payment.

2.1.A ZSI agrees to provide the following supervision services:

1. Monitor and collect scheduled time payments for fines, court costs and restitution.
2. Monitor conditions placed on convicted misdemeanants, as ordered by the court.
3. Provide staff to attend State Court (the "Court") to perform intake on sentenced misdemeanors.
4. Provide monthly reports to the Court. All collected fine and cost payments shall be remitted on a daily basis to the Court's designee.
5. Confer with the Court staff, the Prosecuting Attorneys/Solicitor's office and Judges on cases as appropriate.
6. Manage Client case limits, not to exceed 250 active Clients per Probation Officer for those offenders with court ordered conditions of probation.
7. Employ professional probation personnel with a four (4) year degree or equivalent experience with a two (2) year degree, minimum age of 21 years.
8. Maintain appropriate records on Clients.
9. Provide periodic detailed reports to the Court.
10. Develop and monitor community service. (Optional: actual physical supervision of completed community service work, additional charge.)
11. Develop and monitor restitution recovery program:
12. Report non-compliance by the offender to the Court.
13. Provide oversight of any offender placed on pre-trial supervision program.
14. ZSI shall submit a monthly written report to the Court on the amount of Court fines, costs and restitution ordered by the Court and collected by ZSI from the Client. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution and other conviction to the Court by the tenth (10th) business day of the following month.
15. ZSI shall tender all fines, costs and restitution ordered by the Court and collected by ZSI on a daily basis. ,
16. ZSI shall comply with all laws regarding confidentiality of client records.
17. ZSI shall not attempt to profit from any fines, restitution or court costs collected from the Clients.
18. Notify the Court, no later than the time at which a client has served 2/3 of his probated sentence, if

it does not appear that the client will pay all of the Court ordered fines and / or restitution or that the client will not complete any other term of his probation.

19. File revocation petitions and orders and coordinate scheduling for hearings.
20. Provide testimony at delinquency or revocation hearings.
21. Collect fines and fees due to the Court from probationers.

2.1 B The Court agrees to do or provide (as applicable) the following under the above referenced Agreement:

1. Refer appropriate cases to ZSI for community supervision.
 2. Electronic house arrest program and other programs and services if and when appropriate.
- 2.2 Term. The term of this Agreement is for 1 (one) year and shall terminate absolutely on December 31, 2004. However, in the event that neither party gives notice of its intent not to renew this contract on or before November 1, 2004 and in any year in which this contract is renewed, then, and in such event, this Agreement, its terms and conditions, and any authorized Exhibits and Amendments shall be automatically renewed for a period of 1 (one) year, unless otherwise terminated as provided for herein.

3. PRICING

The Court agrees to permit ZSI to collect for the Services hereunder in accordance with the following pricing set forth in table 3.1. The pricing in table 3.1 also states whether such pricing shall be payable by the Court or collected directly from the Client (as defined below).

Table 3.1 The cost of Supervision Services being provided hereunder shall be as follows:

Amount Payable by Client:

\$ 30.00 monthly supervision fee.

(Additional fees for additional services Exhibit A)

3.2 The cost of Electronic Monitoring devices being provided shall be as follows:

Amount Payable by Client:

\$10/day / House Arrest

\$10/day Sobriator

\$15/day Combined usage of above

(All fees outlined in Exhibit A)

3.3 As to any defendant whom the Court designates as being an indigent, ZSI agrees that it will provide all probationary fees due, then in the event ZSI is collecting less than 100% of the fine and 100% of their \$30.00 per month fee then, and in such event, the Court and ZSI will equally divide all payments received until the minimum amount collected per month is equal to \$60.00 and which point ZSI will once again be entitled to their \$30.00 and the Court will be paid the balance of all funds collected.

3.4 ZSI agrees during the term of this contract that it will maintain an office within the territorial confines of Spalding County to service all State Court probationers.

4. PAYMENT

4.1 Payments from Clients. Any amount which are to be paid directly by an end-user of any particular service or equipment hereunder (a "Client"), if so specified in the applicable Services section 2.1 shall be collected by ZSI directly from said Client. Such amounts may include the cost of such services or equipment described in this Agreement, as well as such additional amounts which the court may instruct ZSI to collect (such as restitution, court fines and fees). As used in this Agreement, the term: Client: shall mean the person actually receiving the services or using the equipment directly receiving or using any other ZSI service or equipment.

5. TAXES

ZSI shall be responsible for all license fees, taxes or assignments, however designated, whether levied or based on the amounts paid hereunder, this Agreement or Services, exclusive of taxes based on the net income of ZSI. Any personal property taxes assessable on any equipment which is part of the Services provided hereunder after delivery to the carrier shall be borne by ZSI.

6. INDEPENDENT CONTRACTOR STATUS

6.1 This contract creates the relationship of independent contractor between ZSI and the Court. ZSI agrees that it shall not be considered as the agent, employee or assign of the Court.

7 INDEMNIFICATION

7.1 General

ZSI will indemnify the Court from and against all liability resulting from the negligence or willful misconduct of ZSI, its employees and agents in the provision of Services hereunder.

7.2 Liability

The term "liability" includes but is not limited to legal fees and expenses, penalties and interest and judgments against the Court.

7.3 Remaining Effect

This indemnification provision shall remain in effect even if:

7.3.1 Client has made full payment under this Agreement, or

7.3.2 This Agreement is terminated

8. TERMINATION

8.1 Without Cause

Either party may terminate this Agreement at any time without cause upon six (6) months prior written notice to the other party.

8.2 With Cause

Either party may terminate this Agreement at any time for failure by the other party to perform or adhere to any material obligation undertaken pursuant to this Agreement after giving the other party sixty (60) days

prior written notice within which to cure such default. If such default is not cured within the sixty (60) day period the party which gave the notice may terminate the Agreement at any time thereafter upon written notice to the other party.

8.3 Bankruptcy

Either party may terminate this Agreement immediately by written notice to the other party if the other party ceases to trade or function or in the ordinary course of business becomes insolvent, or becomes subject to any assignment for the benefit of creditors, winding-up, dissolution, insolvency, bankruptcy, receivership or any similar proceeding.

8.4 Termination

The termination of this Agreement will not relieve either party of any obligation or liability accrued under this Agreement or pursuant to any order issued prior to the termination, and will not relieve either party of the continuing obligation pursuant to the Sections regarding Limitation of Liability (Section g), Proprietary Information and Trade . . Secrets (Section 9) and Indemnification (Section 10), which obligations will survive any termination of this Agreement.

9. FORCE MAJEURE

ZSI shall not be liable for any delay in performance or non-performance which is due to causes beyond ZSI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond ZSI's reasonable control.

10. INSURANCE

Prior to the execution of the contract, and at all times that the contract is in force, the proposer shall obtain, maintain and furnish the Court with Certificates of Insurance from companies acceptable to the Court and licensed to do business in the State of Georgia covering the following: .

- a. Statutory Worker's Compensation Insurance with employers liability as follows:
 - a. Bodily injury by accident - \$100,000.00 each accident
 - b. Bodily injury by disease - \$500,000.00 policy limit
- b. Bodily injury by disease - \$100,000.00 each employee Comprehensive General Liability Insurance as follows:
 - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
 - b. \$100,000.00 limit of liability for valuable papers and records
- c. Auto Liability as Follows:
 - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
 - b. Comprehensive form covering all owned, non-owned and hired vehicles.
- d. Property Coverage to include as follows:
 - a. \$50,000.00 limit of liability for valuable papers and records
 - b. Electronic data processing with extra expense;
- e. Third-party fidelity - \$50,000.00 limit of liability;

- f. Spalding County Board of Commissioners (and any applicable authority) should be shown as an additional insured on general liability an auto liability;
 - a. The cancellation provision should provide at least sixty (60) days notice of cancellation.
 - b. Certificate holder should read:
Spalding County Board of Commissioners
Post Office Box 1087
Griffin, Georgia 30224
- a. The insurance company, excluding the worker's compensation carrier, must have an A.M. Best rating of A:6 or higher. Certain workers' compensation funds may be acceptable, but must be approved by Spalding County;
- b. Insurance company must be licensed to do business with the Georgia Department of Insurance; and
- c. Certificates of Insurance, and any subsequent renewals, must reference specific contract.

11. NOTICES

Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by US regular mail, postage prepaid, to the other party at the address stated herein above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by the other means, including facsimile, shall be deemed effective upon receipt. The current facsimile number for ZSI is (770) 504-0340). The current facsimile number for the Court is (770-467-4475). A change in the address or facsimile number of either party may be made in thee same manner as for giving of any other notice.

12. GENERAL

12.1 No Assignments

Without the prior written consent from ZSI, the Court shall not assign or transfer this Agreement.

12.2 ZSI agrees that during the term of this contract that it will always maintain an office within the territorial confines of Spalding County to service all State Court of Spalding County probationers.

13.3 Entire Agreement

The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. The Court acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing ,and signed by the party against whom the waiver, amendment or modification is claimed. Preprinted terms and conditions of any purchase order or other instrument issued by the Court in connection with this Agreement which are in addition to or inconsistent with the 'terms and conditions of this Agreement will not be binding on ZSI and will not apply to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties if hereto, their permitted successors and assigns.

12.4 Serviceability

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be

ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of the Agreement.

12.5 Captions

The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

12.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions.

12.7 Mediation

Any and all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to non-binding mediation. In the event mediation is unsuccessful at resolving the dispute between the parties then and in such an event, the parties agree that the Superior Court of Spalding County, Georgia, will have jurisdiction and venue to decide any issue which may arise between the parties hereto out of the execution of this Agreement.

12.8 Limitation

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen.

12.9 Access to Books and Records

Upon ten (10) business days written notice to ZSI, representatives of the Court and the Court shall have access, at all reasonable times, to all ZSI's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit for any fiscal year or calendar year within the last two (2) years.

12.10 Access to Program Records

Upon ten (10) business days written notice to ZSI, ZSI shall make program records available for Clients subject to the Court or Court jurisdiction in connection with work performed with this Agreement.

12.11 Copies of Program Records

In the event that either ZSI or the Court should terminate this contract, then and in such event, upon ten (10) days written notice by the Court to ZSI, ZSI shall, at its expense, provide the Court with a copy of all of its records concerning each client serviced pursuant to this contract.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF ZSI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of the Court.

ZSI:

THE COURT:

By: (L.S.) Walter D. Zant
President

By: (L.S.) Sidney R. Esary
Judge State Court, Spalding County, GA

SPALDING COUNTY:

(L.S.) Dick Morrow, Chairman
APPROVED AS TO CONTENT AND FORM:
CHAIRMAN, BOARD OF COMMISSIONERS
SPALDING COUNTY, GEORGIA

This 17th day of November 2003

EXHIBIT "A" - PROGRAM OFFERINGS
ZSI, INCORPORATED / COMMUNITY CORRECTIONAL SERVICES

COURT SERVICES

Staff will attend court, complete personal history statements and initiate the collections of court and program costs. Staff will administer a probation case classification instrument. The individual files will be established and records maintained for reports of program participation as requested by the Court.

COMMUNITY SUPERVISION \$30.00 PER MONTH / INTENSIVE SUPERVISION \$10.00 PER MONTH. An on going offender monitoring program which accounts for the activities of offenders, serving their sentence on Probation. The offender supervision is offered through intensive and regular programs, which vary in intensity and service.

COMMUNITY SERVICE COORDINATION AND MONITORING - NO COST

Staff will coordinate activities for those offenders who are ordered to perform community service. This will include arranging for the work, follow-up of performance and records of program participation.

COMMUNITY SERVICE WORK - DIRECT SUPERVISION

Staff will directly supervise community service work at a cost to the offender of \$2.00 per hour.

COLLECTION OF BACK FINES - NO COST

ZSI will take over collection of back court fines and costs with a contractual agreement that ZSI will retain 50% of all monies collected, if requested by the Court.

SUBSTANCE ABUSE COUNSELING/TREATMENT REFERRAL SERVICES - No charge

If after a substance abuse assessment the need for alcohol/drug counseling or treatment is indicated, the probationer can be referred to certified drug / alcohol counselors.

COMPUTER MANAGEMENT SYSTEM

A comprehensive offender management system is installed. The system maintains complete financial and offender information, payment, entry, delinquent letter, warrants and other pertinent information needed for tracking offenders. The current status of an offender can be accessed at any time during the day.

DRUG / ALCOHOL SCREENS - \$20.00

The drug / alcohol screen program will be conducted by local ZSI officials as directed by the Court.

FVIP PROGRAMS - As set forth in Exhibit B attached hereto, if ordered by the Court.

ELECTRONIC MONITORING - \$10.00 per day / REACT SERIES \$10.00 per day.
COMBINATION of both \$15.00 per day / \$30.00 installation fee.

The monitoring system consists of the use of an electronic transmitter attached to the ankle or wrist with a comfortable strap. The transmitter is attached in the probation office. The offender takes a monitor / dialer to his / her home and plugs it into the home phone. After connection to the phone line at home, the monitor automatically calls up the central computer and reports the offender's arrival and departure. A curfew is programmed into the computer for each day of the week to accommodate classroom time, work schedules, counseling periods or medical visits. Notice of violation of the curfew is made to each probation officer for evaluation on an immediate basis. This notice is provided by phone / beeper or fax message. The computer provides all status reports and caseload management reports for accurate, reliable and continuous monitoring of each offender's departures and returns. ZSI provides all monitors, transmitters, supplies, forms, straps, etc., and assists with an inventory of equipment to accommodate

6. Consider Lease Agreement with Walter D. Zant of ZSI Probation Services, Inc. for property at 235B Slaton Avenue. County Manager Wilson stated that this is a least for the old Narcotics Task Force facility. The rent will be in the amount of \$1,500 per month beginning December 1, 2003 and terminating on December 31, 2004.

Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the Lease Agreement was unanimously approved by a vote of 5-0.

7. Consider approval of 2003 Local Law Enforcement Block Grant (LLEBG) in the amount of \$28,940 to purchase computer equipment for CID. *Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the 2003 Local Law Enforcement Block Grant was unanimously approved by a vote of 5-0.*

8. Consider Professional Services Agreement between Spalding County Board of Commissioners and Spalding Regional Medical Center to provide healthcare services to inmates at the Spalding County C.I. and Spalding County Detention Center. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Agreement was unanimously approved by a vote of 5-0.*

**Professional Services Agreement between
Spalding County Board of Commissioners and Spalding Regional Medical Center**

This Agreement is entered into by Spalding County Board of Commissioners, (PRISON), located at P.O. Box 1087 Griffin, GA 30224 and Spalding Regional Medical Center (HOSPITAL), located at South 8th Street, Griffin, Georgia 30224.

WHEREAS, PRISON has entered into a partnership with Spalding County Correctional Institute and Spalding County Detention Center in the state of Georgia to provide healthcare services to the inmates (Patients) in the facilities of the PRISON; and,

WHEREAS Hospital is an accredited hospital which is willing to provide healthcare services to Patients (inmates);

NOW THEREFORE, PRISON and Hospital hereby agree as follows:

DEFINITIONS:

Covered Services are those Medically Necessary health care services which refers to medical or Hospital Services that are determined by the Prison to be (a) Rendered for the treatment or diagnosis

of an injury or illness; (b) Appropriate for the symptoms, consistent with the diagnosis, or otherwise in accordance with generally accepted medical practice and professionally recognized standards; (c) Not furnished primarily for the convenience of the Patient (inmates), the attending physician, or the provider of service; and (d) Furnished in the most economically efficient manner that may be provided safely and efficiently to the Patient (inmates). Inpatient hospital services are Medically Necessary only if they require acute bed-patient (overnight) setting and could not be provided in a physician's office, the outpatient department of a hospital or in another appropriate facility without adversely affecting the Patient's (inmates) condition or quality of care rendered.

Emergency Services are Covered Services required by Patient (inmates) as the result of a medical condition manifesting itself by the sudden onset of symptoms of sufficient severity, which may include severe pain, such that a reasonable person would expect the absence of immediate medical attention to result in: (1) placing the health of the Patient (inmates) in serious jeopardy; or (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily part; or (4) a Patient (inmates) in active labor. The final determination of whether Emergency Services were required shall be made by Plan's medical director or designee, subject to appeal under the applicable Patient (inmates) appeals procedure.

A. HOSPITAL DUTIES

- 1.) Hospital agrees to provide healthcare services as described below to Patients (inmates) to the best of its capabilities and terms and conditions of this agreement.
- 2.) Hospital shall bill PRISON full billed charges. All billings shall be submitted on a complete UB92 Form and all bills must be itemized. All claims must be submitted within ninety (90) days of the date of service to the correct entity:

Spalding County Jail
Complete Name of Facility for Whom Services Were Provided

Attention: Accounts Payable

PO Box 1087
Street Address or P.O. Box

Griffin, GA 30224
City, State, Zip Code

OR

Spalding County Correctional Institute
Complete Name of Facility for Whom Services Were Provided

Attention: Accounts Payable

PO Box 1087
Street Address or P.O. Box

Griffin, GA 30224
City, State, Zip Code

In a manner consistent with legal requirements for confidentiality of Patient (inmate) records, within compliance with the requirements of State and Federal Law, and within the standards of community care, Hospital shall allow Prison, and/or its agents and representatives upon forty-eight (48) hours written advance notice and during normal business hours and under supervision of hospital personnel, to audit bills submitted by the hospital, and the medical records concerning the Covered services rendered to Patients (inmates), which were billed. Hospital shall obtain any necessary authorizations or consents so that PRISON may perform these audits. Any duplication of such records shall be the financial responsibility of PRISON.

PRISON warrants that it has legal authority to obtain copies of Patient's (inmates) medical charts from Hospital

Hospital shall provide PRISON with a summary discharge statement including care instructions for all Patients (inmates) receiving inpatient care and emergency care at the hospital.

Hospital shall be solely responsible for the quality of care rendered to Patients (inmates) and for all the acts and omissions of his or her employees. Agents, volunteers, and officers. Through out the term of this agreement, Hospital shall maintain liability insurance in amounts not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate. Hospital shall immediately notify PRISON of any change in its coverage or if its insurance program is canceled, terminated, or not adequately funded. If Hospital fails to obtain replacement insurance coverage, PRISON may, upon the cancellation or termination of Hospital insurance or inadequate funding of the original self-insurance fund, terminate this Agreement immediately without notice. PRISON represents and Hospital acknowledges that PRISON has adequate general and professional liability in an amount not less than \$1,000,000 single limit liability as to each incident. PRISON shall immediately notify Hospital of any changes in its coverage or if its insurance program is canceled, terminated, or not adequately funded. If PRISON fails to obtain replacement insurance coverage, Hospital may, upon the cancellation or termination of Prison insurance or inadequate funding of the original self-insurance fund, terminate this Agreement immediately without notice.

- 3.) Hospital shall maintain as confidential all information designated in this Section. The information which Hospital shall maintain as confidential (the "Confidential Information") consists of: (i) all information containing the names, addresses and telephone numbers of Patients (inmates) that has been compiled by PRISON; (ii) PRISON's administrative service manuals and all forms related thereto; (iii) the financial arrangements between PRISON and Hospital; (v) PRISON underwriting and rating information and any other information utilized by Hospital for determining eligibility or rates for the Agreement; and (vi) any other information compiled or created by PRISON which is proprietary to PRISON and which PRISON identifies in writing to Hospital.

Hospital shall not disclose or use the Confidential Information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement. Hospital may use the Confidential Information to the extent necessary to perform its duties under this Agreement or upon express prior written permission of PRISON. Upon the effective date of termination of this Agreement, Hospital shall provide and return to PRISON the Confidential Information in its possession in the manner specified by PRISON.

- 4.) Hospital agrees that it shall maintain all required licenses, permits and certifications, and its accreditation by the Joint Commission on the Accreditation of Healthcare Organizations throughout the term of this agreement. Hospital shall notify PRISON immediately upon the loss

or suspension of any such license, permit, certification or accreditation. Hospital shall provide evidence of such information upon request.

PRISON shall secure and maintain in effect any and all of the necessary governmental licenses required for the performance of its duties under this Agreement. PRISON shall notify the Hospital promptly, and in advance if possible, of any material change with respect to its licenses or of any failure to comply with regulatory filing or other requirements imposed by law.

- 5.) Hospital shall ensure that all employees of Hospital enter complete documentation of all health care services into the Patient's (inmate) record, in keeping with all prevailing professional standards. Hospital retains custody and ownership of any medical records which it generates, but shall provide a copy of such records to PRISON upon request and upon receipt of a release form from PRISON.
- 6.) Hospital agrees not to discriminate against Patients (inmates) because of their status as inmates, or because of their race, sex, national origin, religion, disability or status as a veteran.
- 7.) The primary concern of Hospital under this Agreement shall be the quality of Covered Services provided to or arranged for Patients (inmates). Nothing stated in this Agreement shall be interpreted to diminish this responsibility. All Hospital Services provided or arranged by Hospital shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in a culturally competent manner and at physical facilities in accordance with the generally accepted medical and surgical practices and standards prevailing in the applicable community at the time of treatment. Nothing contained in this Agreement shall be interpreted to discourage or prohibit Hospital and its Participating Providers from discussing treatment options or providing other medical advice or treatment deemed appropriate by Hospital and its Participating Providers.

B. PRISON Duties:

- 1.) PRISON shall reimburse Hospital at the rates described in the Hospital Reimbursement Fee Schedule on Attachment I. Both parties agree that PRISON is only responsible for Patients (inmates) who are in the custody of the Spalding County Correctional Institute or Spalding County Detention Center and for care which is provided in accordance with PRISON policies and regulations.
- 2.) Hospital shall submit all claims for reimbursement under this Agreement to PRISON no later than ninety (90) calendar days from the date the Member is discharged from Hospital. For each Clean Claim submitted by Hospital, PRISON shall pay the amount due to Hospital within (90) ninety days or the applicable time frames for such payment under State and Federal Law ("Claim Payment Period"). For purposes of this Agreement, a "Clean Claim" is a claim for Covered Services submitted by Hospital which is complete and includes all the information reasonably required by PRISON in the Claim Payment Procedures to include but not limited to the name of the facility at which the Patient (inmate) is currently incarcerated, and as to which request for payment there is no material issue regarding PRISON's obligation to pay under the terms of the Agreement. If PRISON determines that a claim is not a Clean Claim, PRISON shall, within thirty (30) days of the date such claim is sent by Hospital, notify Hospital in writing of the basis upon which a claim is not eligible for payment and specify any additional information required for PRISON to pay the amount due with respect to the applicable claim; provided, however, that PRISON shall pay within the time period set forth above any portion of such claim which is "Clean" (i.e., any portion of the claim which is complete and includes all the information

reasonably required by PRISON, and as to which request for payment there is no material issue regarding PRISON's obligation to pay under the terms of the Agreement). If Hospital does not receive written notice from PRISON that all or any portion of a claim is not a "Clean Claim" within thirty (30) days after that claim is duly sent by Hospital to PRISON, then such claim shall be conclusively deemed to be "Clean" in its entirety and PRISON shall be immediately and unconditionally obligated to pay such claim at full billed charges. Any other uncontested late claims shall accrue interest commencing the day after the Claim Payment Period expires at 1.5% per month.

- 3.) If a Patient (inmate) possesses health benefits coverage through another policy which is primary to PRISON including the Medicare secondary payor program, or if Patient (inmate) is entitled to payment under a workers' compensation policy or automobile insurance policy, Hospital may pursue payment from the primary payor or workers' compensation carrier consistent with the applicable law and regulations and Hospital's contract, if any, with the primary payor. PRISON's responsibility as secondary payor shall not exceed the amounts set forth in the Hospital Reimbursement Fee Schedule on Attachment I less all amounts paid to Hospital by the primary payor.

If a Patient (inmate) is entitled to payment from a third party (excluding a workers' compensation carrier or primary insurance carrier under applicable coordination of benefits rules), PRISON hereby assigns to Hospital for collection, any claims or demands against such third parties for amounts due for Hospital Services if the Patient (inmate) assigns the cause of action to PRISON or Hospital.

If a Patient (inmate) is entitled to payment from a third party (excluding a workers' compensation carrier or primary insurance carrier under applicable coordination of benefits rules), PRISON hereby assigns to Hospital for collection, any claims or demands against such third parties for amounts due for Hospital Services if the PRISON owns the cause of action.

- 4.) PRISON shall not delegate its payment obligations to any third parties without first obtaining Hospital's written consent, which Hospital may grant or withhold in its sole and absolute discretion. No such delegation, if consented to by Hospital, shall relieve PRISON of its payment obligations under this Agreement. If there is no such written consent from Hospital, Hospital shall bill PRISON directly and PRISON shall reimburse Hospital according to the Hospital Reimbursement Fee Schedule on Attachment I of this Agreement.
- 5.) PRISON shall use its best efforts to assure that all Hospital claims for reimbursement of Hospital Services are processed in the most efficient and effective manner possible, so that all Hospital claims processing and payment due dates provided in this Agreement can be met. To this end, PRISON agrees that it shall at all times during the term of this Agreement (i) maintain an adequate level of staffing to respond to all Hospital claim status inquiries within two (2) business days of receiving the inquiry; (ii) wherever possible, support the use of electronic processing systems and electronic message and document communications as part of the claim resolution process, as opposed to requiring "hard copy" documentary support unless Prison can reasonably demonstrate to Hospital that such documentary support is absolutely necessary to resolve the claim; (iii) share its claim edits, if any, with Hospital and (iv) meet and confer with Hospital about outstanding claims issues within seven (7) business days after Hospital requests such a meeting.
- 6.) All payments of any kind due to either party under this Agreement shall be made within the time periods specified in this Agreement without offset, deduction or recoupment of any kind.

Without limiting the generality of the foregoing sentence, PRISON specifically agrees that it shall have no right to offset, deduct or recoup any amounts PRISON believes that Hospital, or any entity affiliated with Hospital in any way, owes PRISON or any entity affiliated with PRISON, under any other provider services arrangement. PRISON also acknowledges and agrees that PRIONS shall have no more time to retrospectively audit claims and demand refunds than the Hospital has to submit and appeal claims.

- 7.) In no instance shall Hospital be denied certification and/or compensation for good faith Emergency care rendered to a Patient (inmate) pursuant to the terms of this Agreement.
- 8.) PRISON agrees that, in the event a Patient (inmate) is released from custody during the course of an inpatient treatment and/or an outpatient visit service, Hospital shall continue treatment and/or service until discharge and PRISON will render payment to Hospital in accordance with this agreement.
- 9.) PRISON shall send payments to:

Spalding Regional Medical Center

Name of Hospital

PO Box 740790

Street Address or P.O. Box

Atlanta, GA 30374

City, State, Zip Code

95-3948391

Federal Tax ID number

C. Duties of Both Parties

- 1.) The term of this agreement commence on December 1, 2003 (the "Commencement Date") and end on November 30, 2008. Thereafter, the term of this agreement shall automatically be extended for one (1) year periods ("Anniversary Date"), unless either party provides the other with written notice of termination as provided herein.
 - A.) Termination Without Cause. Either Party may terminate this Agreement at any time without cause by providing forty-five (45) day prior written notice to the other party. This Agreement shall terminate upon expiration of the forty-five (45) day notice period (the "Notice Period").
 - B.) Termination with Cause for Breach. Either party may terminate this Agreement upon thirty (30) days notice should the other party breach this Agreement. The terminating party shall include in the notice the facts underlying its claim that the other party has breached this Agreement. Should the breaching party remedy such breach prior to the end of the 30-day period, this Agreement shall continue in full force and effect, subject to any other rights of termination contained in this Agreement. Failure to remedy such breach shall result in termination of this Agreement at the end of the thirty (30) day period.

C.) Immediate Termination for Cause: Hospital and PRISON may, at its option, immediately terminate this Agreement with the other party by written notice upon occurrence of any of the following events:

- (1) PRISON or Hospital is unable to secure and maintain in effect any of the necessary governmental licenses required for the performance of its duties under this Agreement.
- (2) PRISON or Hospital fails to maintain adequate professional and general liability insurance coverage required under this Agreement or to replace coverage that is canceled or otherwise terminated.
- (3) PRISON or Hospital is convicted of a fraud
- (4) A petition is filed to declare PRISON or Hospital bankrupt or for reorganization under the bankruptcy laws of the United States or a receiver is appointed over all or any portion of Prison's assets.
- (5) PRISON fails to compensate Hospital on a timely basis.

Hospital agrees that, in the event of termination of this Agreement, Hospital will continue to provide Covered Services to Patients (inmates) confined in an inpatient facility on the effective date of termination until their discharge or other arrangements for patient care, such as transfer to another facility, have been made.

PRISON shall be obligated to pay Hospital for any such services provided after the effective date of termination of this Agreement at Hospital's then current usual and customary charges.

- 2.) Neither this agreement nor any part of this agreement may be assigned, sold, or transferred with out the written permission of both parties.
- 3.) This agreement shall be governed by the laws of the State of Georgia
- 4.) This agreement may only be amended by written agreement of both parties.
- 5.) This agreement is not an exclusive arrangement. Nothing herein can prevent Hospital from contracting with other payors, prisons, jails, and correctional institutes.
- 6.) The parties do not intend by this agreement to enter into any relationship other than that of two independent parties contracting with one another.
- 7.) This agreement, including all exhibits, attachments and amendments hereto, constitutes the entire understanding, terms, and conditions between the parties and all prior agreements, negotiations, representations and understandings of or between the parties, either oral or written, relating to the subject matter of this agreement, which are not expressly set forth in this agreement are null and void with no further force or effect and are superseded by the terms of this agreement.
- 8.) In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall continue in full force and effect. Notwithstanding the above, however, if the removal of a provision which has been declared invalid or unenforceable materially and substantially alters the intent of this contract, the parties will attempt to negotiate a modification of this contract in good faith for a period of thirty (30) days. If the parties are unable to agree upon mutually agreeable modifications during this thirty (30) day period and either party is able to

demonstrate serious financial hardship as a result of the invalidity or unenforceability of the relevant provision, the party so affected shall be entitled to terminate this Agreement upon fifteen (15) days prior written notice to the other party.

- 9.) Any notice permitted or required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the parties at the addresses below or at such other address as the parties provide in writing to each other for purposes of notice hereunder. Such notice shall be deemed received by the other party three (3) days after it is placed in the United States mail.

Hospital: Spalding Regional Medical Center
South 8th Street
Griffin, GA 30224
Attn: Managed Care Director

PRISON: Spalding County Board of Commissioners
PO Box 1087
Griffin, GA 30224

- 10.) The waiver of any breach of this agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this agreement.
- 11.) In the event that the operations of Hospital's facilities are substantially interrupted by an act of war, fire, insurrection, strike, riots, earthquakes, or other acts of nature of any cause that is not the fault of Hospital or is beyond the reasonable control of Hospital, Hospital shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.
- 12.) PRISON is not authorized to use Hospital's name for advertising or any other purpose without Hospital's prior written consent.
- 13.) This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party. Without limiting the generality of the foregoing, the compensation rates for Hospital Services set forth in this Agreement according to the Hospital Reimbursement Fee Schedule on Attachment I are for the benefit of, and may only be accessed by, PRISON and not by any other third party.
- 14.) PRISON represents and warrants to Hospital that it is currently solvent and shall maintain such solvency during the term of this Agreement.
- 15.) To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose this Agreement or any of its terms and Hospital Reimbursement Fee schedule without the approval of the other party.
- 16.) Hospital shall provide PRISON with a written description of all information proprietary to Hospital that is confidential or contains trade secrets of Hospital (the "Hospital Information"). PRISON shall maintain and shall cooperate with Hospital to maintain the confidentiality of Hospital Information. PRIONS shall not disclose or use any Hospital Information for its own benefit either during the term of this Agreement or after the

effective date of termination of this Agreement. Upon termination of this Agreement, PRISON shall provide and return to Hospital all Hospital Information in its possession in the manner to be specified by Hospital.

- 17.) Patient (inmate) Appeals and Grievances. PRISON shall be responsible for resolving Patient (inmates) claims under the Agreement and all other claims against PRISON.
- 18.) Disputes between Hospital and Patient (inmate). Any controversies or claims between Hospital and a Patient (inmate) arising out of the performance of this Agreement by Hospital are not governed by this Agreement. Hospital and the Patient (inmate) may seek any appropriate legal action to resolve such controversy or claim deemed necessary.
- 19.) Disputes between PRISON and Hospital. PRISON has established a Dispute Resolution Procedure, set forth in Appendix A, to provide a mechanism by which the Hospital may submit to PRISON certain disputes arising out of the performance of this Agreement or relating to the decisions made by PRISON under this Agreement for resolution on an informal basis. Any dispute submitted pursuant to the Dispute Resolution Procedure should be addressed to the appropriate PRISON person(s) or department(s) at the address and/or telephone number identified in Appendix A. If any provider dispute is not resolved informally through the Appendix A for any reason, then the parties may exercise whatever rights and remedies they may have under this Agreement, at law or in equity. Notwithstanding the above, the parties understand and agree that claim inquiries and resolution of claim disputes based upon administrative errors shall not be conducted in accordance with this Section 19C, but shall be conducted in accordance with the procedures set forth in Section 5B of this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement by affixing their signatures below.

Agreement requires Signature of Authorized Representative(s) for Spalding County Board of Commissioners, who are party to this Agreement.

Agreement requires Signature of Authorized Representative(s) for Spalding Regional Medical Center, who are party to this Agreement.

Authorized Representative Name
(please Type or Print)

Authorized Representative Name
(please Type or Print)

Title

Title

Prison Signature

Hospital Signature

Date

Date

9. Consider at first reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for budget revisions to the Wastewater Management budget. *Upon motion by*

*Commissioner McDaniel, seconded by Commissioner Davis first reading was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

10. Consider Agreement with Council on Aging for Meals on Wheels Program funded through the CSBG Program. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Agreement was unanimously approved by a vote of 5-0.*

**GEORGIA
SPALDING COUNTY**

COA
MEMORANDUM OF AGREEMENT BETWEEN
SPALDING COUNTY BOARD OF COMMISSIONERS AND
THE COUNCIL ON AGING FOR MCINTOSH TRAIL, INC.
CSBG CONTRACT FY'04

THIS MEMORANDUM dated 1st day of October 2003, between the Spalding County Board of Commissioners (hereinafter referred to as "County") and the Council on Aging for McIntosh Trail, Inc. (hereinafter referred to as "COA").

WHEREAS, the County desires to provide Community Based Services to eligible clients as defined in the CSBG proposal for FY'04; and

WHEREAS, both parties agree to exert their best efforts toward accomplishment of the above-stated goals.

1. Engagement. The County agrees to engage the COA to utilize its best efforts to carry out the work described in Exhibit A attached hereto.
2. Working Facilities and Materials. COA will utilize its own facilities and provide the necessary staff to carry out the work program.
3. Term. The term of this Memorandum is 12 months, beginning October 1, 2003 and concluding September 30, 2004, and shall not be renewed or extended except by agreement in writing, signed by both parties, and attached hereto.
4. Relationship Between Parties. The COA is retained and engaged by the County only for the purposes and to the extent set forth in the present memorandum and exhibits attached thereto, and the relationship between the County and the COA shall be that of independent contractors.
5. Termination. This Memorandum shall not be terminated prior to expiration of the term hereinabove set forth except for cause.
6. Remedy. The parties hereto agree that standard remedies will be available for breach of this Contract. Breach of contract will occur whenever the County fails to perform duties as outlined herein or whenever the Subcontractor fails to perform duties as outlined in Exhibit A to the Contract.

7. Compensation. For its services, the County shall reimburse the COA a maximum of Forty-seven Thousand Two Hundred Eighteen Dollars (\$47,218).

8. Drawdown of Funds. The COA shall submit to the Spalding County Board of Commissioners a monthly invoice/reimbursement report showing the service provided and the amount of funds being requested for reimbursement. A copy of the invoice/reimbursement report will also be forwarded to the McIntosh Trail Regional Development Center.

9. Contingent Upon Federal Funds. Notwithstanding any other provision of this Memorandum, in the event that any of the sources of funding for these contract services no longer exist or the funding level of such sources is reduced, the County shall reserve the right to immediately terminate the memorandum without further obligation of the County as of the moment of notification of termination.

10. Holidays. The services to be provided under this Memorandum are to be carried out Monday through Friday of each week, except for holidays recognized by the COA which causes the COA office to be closed.

11. Special Conditions. In provided services under this Contract, the COA agrees to comply with the following special conditions:

- a. To permit and cooperate with any investigation conducted by Federal or State authorities.
- b. That no portion of the CSBG allocation shall be used in connection with activities relating to providing voters and prospective voters with transportation to the polls or providing similar assistance in connection with an election or any voter registration activity.
- c. That no portion of the CSBG allocation shall be used in connection with political activities as set forth in the United States Code Title 5, Chapter 15, Section 1502 (A)(i)(2) and (3).
- d. To comply with all requirements stated in the CSBG Policies and Procedures Manual.

12 A. Nondiscrimination in Employment Practices. COA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human Resources' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin. Nondiscrimination in employment practice is applicable to employees, applicants for employment, promotions, demotions, dismissals, and other elements affecting employment/employees.

12B. Nondiscrimination in Client/Client Service Practices. COA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human Resources' policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or sponsored by the Department of Human Resources.

13. Confidentiality of Individual Information. COA agrees to abide by all Federal and State laws, rules, and regulations and the Department of Human Resources' policy on respecting confidentiality of an individual's records. COA further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

14. Access to Records. The Federal and State government, the Department of Human Resources, and Spalding County shall have access to any pertinent books, documents, papers and records of COA for the purpose of making audit examinations, excerpts, and transcripts. COA record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

COA agrees that the DHR Office of Fraud and Abuse has full authority to investigate any allegation of misconduct in performance of duties arising from this contract. COA also agrees to fully cooperate in such investigations by providing the Office of Fraud and Abuse full access to its records and by allowing its employees to be interviewed during such investigations.

15. Hold Harmless Clause. The County and its employees are to be held harmless for any claim growing out of any action performed by COA, its agents, employees, or any of its subcontractors under any provision of this Agreement.

16. Entire Agreement. THIS MEMORANDUM AND THE EXHIBIT "A", ATTACHED HERETO, CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO MODIFICATION HEREOF SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY BOTH OF THEM. NO REPRESENTATION, PROMISE OR INDUCEMENT NO INCLUDED IN THIS CONTRACT SHALL BE BINDING UPON EITHER PARTY HERETO.

IN WITNESS WHEREOF, the County and COA have caused this Memorandum to be executed as of the day and year first above written.

EXHIBIT A

The Council on Aging will subcontract with the Spalding County Board of Commissioners to provide the following services under the Community Services Block Grant (CSBG) Program:

Home Delivered Meals

The Council on Aging/Golden Age Club will order and package home delivered meals to fifteen (15) eligible individuals. The meals will be delivered each weekday, Monday through Friday, for the exception of holidays as observed by the Council on Aging. COA will be responsible for determining client eligibility and will maintain all client files. The COA shall afford these clients the full range of services made available to other home-delivered meal recipients participating in the Aging Program operated by the Council on Aging.

The cost of the meals shall be computed at \$7.43 per meal. The maximum reimbursement for this service shall be Thirty-two Thousand and Ninety-eight Dollars (\$32,098).

Transportation Services

For the purpose of the home delivered meals program as provided by CSBG, the COA will utilize the services of two (2) drivers to deliver meals to home-bound clients in and around Spalding County. Said drivers will be reimbursed for up to four hours of services per day each weekday, Monday through Friday, for the exception of holidays as observed by the Council on Aging. Travel reimbursement will also be made available to said drivers for services provided. The maximum reimbursement for this service shall be Fifteen Thousand One Hundred Twenty Dollars (\$15,120).

A breakdown of costs reimbursable under this contract is as follows:

Home Delivered Meals	\$32,098
Salaries	13,238
Travel	<u>1,882</u>
TOTAL	\$47,218

11. Consider approval of Agreement with Wilburn Smith Associates to revise bridge plans for Amelia Road Bridge project as requested by DOT. The plan revisions total \$17,188 and are to be paid for by SPLOST monies. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the Agreement was unanimously approved by a vote of 5-0.*

12. Consider adoption of Resolution of Intent to Abandon an Unused Portion of Henry Jackson Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Resolution was unanimously approved by a vote of 5-0.*

RESOLUTION
OF INTENT TO CONSIDER THE ABANDONMENT
OF A PORTION OF HENRY JACKSON ROAD

WHEREAS, subsection 32-7-2(b)(1) of the Official Code of Georgia Annotated provides the procedure for abandonment of a section of the county road system when, for any reason, it has ceased to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia has been requested to determine whether an unused portion of Henry Jackson Road located in Landlots 62 and 67 of the Third District of original Henry, now Spalding County, running north from its intersection with the right of way of the relocated Henry Jackson Road a distance of 835 feet more or less to the right of way of State Route 92, has ceased for any reason to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, a plat or sketch of said road, which is hereto attached, has been tendered to this Board for its use in making such determination; and

WHEREAS, the Board of Commissioners of Spalding County deems it prudent and in the best interest of the County to investigate this request and to make a determination as to whether or not such road should be abandoned;

NOW, THEREFORE, BE IT, AND IT IS, HEREBY RESOLVED by the Board of Commissioners of Spalding County that a copy of the within resolution, and a copy of such plat

or sketch, be posted at the Spalding County Courthouse and at the Spalding County Courthouse Annex, and further that a copy of this resolution and said plat or sketch be transmitted to the Postmaster of Griffin, Georgia for his review with the local mail carrier, and a copy hereof be transmitted to the Superintendent of Schools for his review with the person in charge of bus transportation for the students of the local school system, so that this Board may have any response from the public or from the local postmaster or from the Superintendent of the Griffin-Spalding County School System on or before December 15, 2003 that would aid and assist this Board in making, or declining to make, such determination; and

BE IT, AND IT IS, FURTHER RESOLVED that the within resolution shall become effective immediately and that all acts or resolutions, or parts thereof, in conflict herewith be, and the same are hereby repealed.

13. Consider approval of final plat for Autumn Ridge Subdivision Phase III, located off Wilson Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Goss final plat was unanimously approved by a vote of 5-0.*

14. Consider acceptance of Right of Way Deed for Autumn Ridge Drive, Shadow Creek Drive and Timber Ridge (changed to Stone Wood) located in Autumn Ridge Subdivision Phase III, off Wilson Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Goss acceptance of roads was unanimously approved by a vote of 5-0.*

XII. REPORT OF COUNTY MANAGER

County Manager Wilson stated that the Georgia Tech students who have been working on student projects in various locations in Spalding County would like to do a display of their designs and layouts in the Commissioners' Meeting Room on December 2, 2003 from 5:00-7:00 P.M. These are planning graduate students who have come up with some creative ways to utilize things in Spalding County.

County Manager Wilson stated that Judge Esary is very interested in a State Court Technology and Indigent Defense fine that Representative John Lunsford brought up at the Legislative Breakfast held last Friday morning. He asked the Board if they had any objections and if not Judge Esary would pursue this with Mr. Lunsford and work on writing a bill for Spalding County. The Board had no objections.

County Manager Wilson stated that after reviewing the information for the December 1, 2003 meeting and with next week being Thanksgiving and it being a very short week, he asked that the Board cancel the December 1st meeting and only have a December 15th meeting. The Board had no problem with canceling the December 1st meeting. *Motion made Commissioner Davis to cancel the December 1, 2003 Meeting. Commissioner McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

XIII. REPORT OF COMMISSIONERS

Commissioner Kendall had no comments.

Commissioner Goss had no comments.

Commissioner Davis commented he had briefly met today with the City on the Minerva project and Mr. Wilson and Mr. Fortune will be informing you of the happenings of the meeting as we will have to make a decision within the next ninety days.

Commissioner McDaniel requested periodic reports of what is being done to collect the delinquent taxes, particularly on the multiple parcels.

Commissioner Morrow commented that we had a great legislative breakfast with our State Representatives and Senator and we covered a lot of good ground. He said that he has received several good comments from individuals being able to discuss some of the issues.

XIV. CLOSED MEETING

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the Board voted unanimously to go into a Closed Meeting to discuss pending litigation.

1. The County Attorney desires a Closed Meeting to discuss pending litigation.

Those present were Commissioners Dick Morrow, Michael Kendall, Cecil Davis, Johnie McDaniel and Eddie Goss. Also present were County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane.

CLOSED MEETING AFFIDAVIT

[A copy of the affidavit must be filed with the minutes of the meeting]

STATE OF GEORGIA
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

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

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on November 17, 2003.

2.

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

3.

The executive session was called to order at 7:15 p.m.

4.

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

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

No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and
(insert the citation to the legal authority making the tax matter confidential)_____;

No Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

No Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

No Other (describe the exemption to the open meetings law): _____ as
provided in (insert the citation to the legal authority
exempting the topic)_____.

Commissioners

Spalding County Board of

Sworn to and subscribed
Before me this 17th day of
November 2003.
Phyllis P. Doane
Notary Public
My commission expires: March 13, 2006

Dick Morrow
Cecil L. Davis
Edward Goss, Jr.
Johnie A. McDaniel
M. Michael Kendall

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the Board voted unanimously to come out of Closed Meeting and go back into Open Session.

No business was transacted at this time.

XV. ADJOURNMENT

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the meeting was unanimously adjourned at 7:25 P.M.

County Clerk

Chairman