

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday, July 3, 2012 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.**

**Commissioner Hogan called the meeting to order and welcomed those in attendance.**

**By signature and execution the minute of June, 2012 were approved.**

**With no additions or deletions to the agenda, Commissioner Hogan adopted the agenda as presented.**

**Under new business the following items were addressed and approved.**

- A.      Contract: Administrative Solutions to provide administration of Inmate Health Plan - \$18,330.00**

### **ADMINISTRATIVE SERVICES AGREEMENT**

**This agreement, effective the 1<sup>st</sup> day of July 1, 2012 is by and between Murray County Commissioner in the capacity of Sponsor and Plan Administrator of the Murray County Jail Inmate Medical Program (hereinafter called the “Plan”) and Administrative Solutions, Inc. (hereinafter called “ASI”).**

#### **WITNESSETH**

**WHEREAS, Murray County Commissioner (hereinafter called the “Sponsor or Plan Administrator”) has established the Plan providing means by which eligible inmates of the Sponsor secure benefits as set forth in the Plan; and**

**WHEREAS, the Plan Administrator is given the authority under the Plan to appoint agents and representatives to act on its behalf, and to delegate to such agents or representatives any part or all of the functions of the Plan Administrator; and**

**WHEREAS, the Plan Administrator desires to employ ASI and ASI desires to be employed by the Plan Administrator, on the terms and conditions hereinafter set forth, to perform the ministerial services and duties set forth herein; and**

**WHEREAS, the Sponsor consents to the employment of ASI, on the terms and**

conditions hereinafter set forth, to perform the administrative services and duties set forth herein;

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:**

**Section I**  
**Duties of ASI**

1. ASI, within the scope of its professional ability and its employment under this Agreement, shall assist the Sponsor and the Plan Administrator in the administration of the Plan as it may be requested and authorized from time to time.
2. ASI is authorized to do all things it deems necessary or convenient to carry out the terms and purposes of this Agreement, including the execution of pertinent and relative documents in the name of the Plan and/or the Sponsor.
3. ASI shall have the responsibility for processing benefits under the Plan and for arranging for the payment thereof from funds available to the Plan by issuing a check upon the Plan account. ASI shall honor any assignment of benefits of a person or institution which is a proper and qualified assignee under the terms of the Plan.
4. Final authority in determining whether any benefit is payable under the terms of the Plan is with the Plan Administrator on behalf of the Plan or the Sponsor, as the case may be. The Plan account may or may not be payable through a trust.
5. The services of the entire organization and personnel of ASI are available for the performance of its duties and responsibility pursuant to this Agreement.
6. ASI may pay from the Plan account any or all of the expenses of operation of the Plan incurred pursuant to the performance of this Agreement. The Sponsor may elect to make certain payments directly from the Sponsor's funds. ASI charges may be treated as Plan expenses.
7. ASI, subject to prior written application by the Sponsor, may arrange for the purchase of insurance policies to provide any of the benefits provided for in the Plan and this Agreement. ASI shall maintain this insurance in force as directed by the Sponsor, provided sufficient funds shall be made available by the Sponsor for the payment of premiums and the Sponsor shall comply with the terms of the insurance policy.
8. To the extent of information available to ASI and within the scope of its professional ability, ASI shall assist the Sponsor and the Plan Administrator in the preparation and filing of any report, returns and similar paper required by any local political subdivision, state or the federal government pertaining to the operation or management of the Plan.
9. ASI shall render to the Plan Administrator, or its appointed official, monthly reports, which shall include disbursements made by ASI from the Plan account.
10. ASI shall maintain a fidelity bond covering ASI and any of its employees who may collect, disburse, or otherwise handle or have possession of any

**funds of the Plan or who may have the authority to authorize or handle disbursements or payments on behalf of the Plan.**

## **Section II**

### **Procedure for Obtaining Plan Benefits**

- 1. Application for benefits from the Plan shall be made upon the form or forms provided by ASI. The County shall fully and truthfully complete such application of benefits and shall supply such pertinent information from personal or professional sources as may be required by ASI.**
- 2. a. ASI shall accept any application for benefits made in the appropriate manner. After an investigation, which includes the verification of the statements contained in the application, as ASI deems appropriate, the eligibility of that participant for benefits will be made. If the facts stated in such application entitle the participant in accordance with the terms and provisions of the Plan to receive payment for benefits from the Plan, ASI shall forthwith arrange for the proper payment from the Plan. If ASI finds that the participant may be, but is not clearly entitled to benefits under the Plan, the application shall be questioned and a copy referred to the Plan Administrator.  
b. If ASI finds that the covered inmate may not be entitled to benefits under the Plan, the application shall be denied or questioned and a copy referred to the Plan Administrator. The Plan Administrator shall make the final decision as to payment or denial on all applications for benefits. Any decision made to pay any claim does not guarantee that the payment will be applied to any per claim or aggregate deductible or loss fund provided for in any stop-loss or excess insurance policy.**
- 3. ASI's determination and any determination by the Plan Administrator upon referral and review shall be in accordance with the requirements of this Section.
  - a. A participant or beneficiary of a participant (hereinafter referred to below as a "Claimant") may make a request for a Plan benefit only through the Sheriff's Department of Murray County or the Plan Administrator.**
  - b. If a claim is denied in whole or in part, the Claimant may request a review of the denial only through the Sheriff's Department of Murray County or the Plan Administrator.**
  - c. The Plan Administrator shall promptly review the claim denial upon receipt of a request for review. Upon ASI's receipt of a notice for request for review of a claim denial, it shall, promptly forward to the Plan Administrator all documents and papers in its possession relating to that claim.****
- 4. If, after review, the Plan Administrator directs that claim payment be made to, or on behalf of a Claimant, irrespective of ASI's determination that the person is not entitled to benefits, ASI shall make payment of the claim upon receipt of written authorization from the Plan Administrator.**
- 5. It is understood that the ultimate responsibility for determining entitlement to Plan benefits rests with the Plan Administrator. ASI and its agents and employees shall not be liable for any failure or refusal by it**

**to pay or honor any application for benefits made. ASI and its agents and employees shall not be liable for any failure or refusal by the Plan Administrator to pay or honor any application for benefits under the Plan made pursuant to this Agreement. Further, ASI and its agents and employees shall be indemnified and held harmless by the Plan Administrator and the Sponsor against any expense, loss, damage, or legal fees incurred by ASI or its agents or employees as a result of any claims or demands asserted against ASI or its agents or employees alone or together with others including the Plan Administrator, the Sponsor or the Plan arising out of or in connection with such failure or refusal to pay or honor an application for benefits.**

### **Section III**

#### **Compensation of ASI**

- 1. ASI shall be entitled to an initial fee of \$0.00, and a monthly fee, payable to ASI by the Plan Administrator by the tenth day of each month equal to \$11.60 for each covered inmate in the Plan at the beginning of such month; provided, however, that this monthly fee shall be subject to change on (as) the implementation date of any changes in the Plan that would increase ASI's cost of providing its services, or (b) any date that increased expenses are incurred by ASI because of legal or regulatory changes imposed by any governmental entity. Should this monthly fee not be received by ASI by the last day of the month, ASI's obligation under this Agreement will terminate as of the first day of the month for which payment has not been received. Reinstatement will be considered, subject to a reinstatement fee of \$250.00.**
- 2. If a participant in the Plan receives services from a provider who is not part of the approved network of providers under the Plan, and ASI is able to negotiate a lower charge for the services from the non-network provider, ASI shall receive 10% of the amount of the savings to the Plan from the negotiated reduction in the charge.**

### **Section IV**

#### **Sponsor and the Plan Administrator**

- 1. If requested, the Plan Administrator shall provide ASI with a complete listing of all inmates of the Sponsor who are eligible for benefits from the Plan as of the effective date of the Agreement. Thereafter, the Sponsor shall notify ASI of all charges in participation whether by reason of an addition, termination, change in classification, or by any other reason. The Plan Administrator and the Sponsor hereby agree to indemnify and hold harmless ASI and its agents and employees against all claims,**

**damages, losses and expenses, including attorney fees, arising out of, or resulting from the failure of the Sponsor to provide ASI with prompt notification of inmate terminations.**

- 2. The Sponsor, upon notice from ASI shall pay to the Plan in the manner provided in this agreement, any deficiencies in the Plan which the Sponsor is obligated to pay under the terms of the Plan.**
- 3. The Plan Administrator shall assist in the enrollment of the inmates in the Plan, cooperate with ASI with regard to proper settlement of claims, and transmit any inquiries pertaining to the Plan to ASI. The Plan Administrator shall maintain a supply of forms, and other necessary documents, and shall distribute or make available such documents to the Sheriff's department.**
- 4. The Plan Administrator shall provide all materials and documents, application and notice forms, as may from time to time be determined by ASI to be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.**
- 5. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any premiums and premium taxes on a reinsurance policy or policies issued to the Sponsor in connection with the Plan.**
- 6. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any expenses for Large Case Management fees, hospital audit fees, or any other fees charged by a vendor on behalf of the Plan and shall reimburse ASI for any such expense and fees paid by ASI on behalf of the Plan.**

#### **Section V**

##### **Term**

**This Agreement shall be effective from July 1, 2012, as specified above until June 30, 2013 or terminated in accordance with Section VI of this agreement.**

#### **Section VI**

##### **Termination**

- 1. This Agreement may be terminated by either the Plan Administrator or ASI by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in a written notice, which shall not be less than sixty (60) days from the date of such notice; provided, however, in the event ASI is not paid the monthly service fee, this Agreement may be terminated by ASI pursuant to the terms set forth in Section III of this Agreement.**
- 2. All obligations of ASI with respect to payment of benefits, costs, fees and premiums from the Plan will be terminated and extinguished on the effective date of termination irrespective of the date such obligations arose. ASI shall be entitled to receive the monthly service fee calculated in the manner specified in the Agreement or an amendment hereto through the effective date of termination; provided, however, if the Sponsor terminates this Agreement effective on or prior to the end of the fifth month from the effective date, ASI shall be paid an amount equal to six (6) times the monthly service fee, less any monthly service fee amount paid prior to such termination.**

3. Upon termination by either party, ASI within sixty (60) days after the date of termination, shall prepare and deliver a complete and final accounting with respect to those items which are supervised by it under this Agreement, and a report of the financial status of the Plan to the Plan Administrator as of the date of termination together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other papers pertaining thereto, and shall deliver any funds of the Plan in its possession or control to the Plan Administrator or its order.

## VII

### Miscellaneous Provisions

1. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
2. Upon the failure of the Sponsor or Plan Administrator to pay any fees or expenses charged by or reimbursable to ASI within ten (10) days of written demand or payment, the Sponsor or Plan Administrator, as appropriate, shall pay interest on the amount outstanding at the rate of 15% per annum, compounded monthly from the date of original invoice, and shall reimburse ASI for any attorney's fees, court cost, or other cost of collection.
3. ASI is expressly indemnified and held harmless by the Plan Administrator, the Sponsor and/or the Plan for any Federal, state or local taxes or assessments levied on or against the Plan except for taxes or assessments resulting from any grossly negligent act or failure to act on the part of ASI.
4. Except for its gross negligence or willful misconduct, ASI and its agents and employees shall incur no liability to the Plan Administrator and/or the Sponsor (or to the employees of the Sponsor) for any act or failure to act not connected with its obligations as provided in this Agreement, nor for the financial inability of the Plan to pay claims in accordance with the terms of this Agreement, nor for the financial inability of the Plan to pay claims in accordance with the terms of this Agreement and the Plan, and the Plan Administrator on behalf of the Sponsor and the Sponsor agree to hold ASI and its agents and employees harmless from and indemnify them against any claims and all costs and expenses or fees incurred in connection herewith.
5. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
6. This Agreement may not be amended, modified or changed except by writing signed by all parties hereto; provided, however, that this Agreement may not be amended to reduce any benefits which might be paid for any claim arising prior to such amendment or to in any way prejudice such a claim.
7. All notices or other communications required or permitted to be made under this agreement shall be given in writing and shall either be delivered by hand or mailed first class, postage pre-paid to the parties specified in this Agreement at the address set forth below or such other address as may be specified in a notice given in accordance with the

provisions of this paragraph:

**If To The Sponsor or Plan Administrator:** **Murray Co Commissioner's Office  
121 North 4<sup>th</sup> Avenue  
Chatsworth, Georgia 30705**

**If to ASI** **Janie Floyd  
Administrative Solutions, Inc.  
11373 South Bridge Pkwy. #B  
Alpharetta, Georgia 30022**

8. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements, understandings, promises and representations, whether written or oral with respect thereto.
9. Persons executing this Agreement on behalf of entities which are not natural persons thereby represent and warrant that they are authorized to execute this Agreement on behalf of the specified entities and to contractually bind those entities by such execution.
10. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, to the extent those laws have not been preempted by Federal Law.

**B. Contract: HCC Life Insurance Company Stop-Loss Coverage for County Inmates - \$38,376.00**

**STOP LOSS INSURANCE  
HCC LIFE INSURANCE COMPANY  
Three Town Park Commons, 225 TownPark Drive, Suite 145  
Kennesaw, Georgia 30144 (800-447-0460)**

**APPLICATION**

1. Full Legal Name of Applicant and Address  
Murray County Jail  
121 North 4<sup>th</sup> Avenue  
Chatsworth, GA 30705
2. Applicant is a (check one)  
 Other: County Gov't
3. Contract Period: Effective Date: 07/01/2012 Expiration Date: 06/30/2013
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:
5. Nature of Business of the Application to be Insured: 6. Key Contact Person:  
Public Order and Safety, NEC
7. Full name of Employee Benefit Plan(s): Murray Co Jail Inmate Medical Program
8. Name and Address of Plan Supervisor:  
Administrative Solutions, Inc. PO Box 2490 Alpharetta, GA 30023-249
9. Agent of Record: Administrative Solutions, Inc.
10. Estimated Initial Enrollment: Composite: 131 Total Covered Units: 131
11. Retirees Covered  No
12. The Utilization Review vendor will be: Hines and Associates
13. Deposit Premium (Minimum of first month's estimated premium): \$2,900.34  
Please review deposit premium on the Monthly Premium Accounting Worksheet

**14. SPECIFIC STOP LOSS INSURANCE:**  Yes

A. Covered Expenses Paid under the Employee Benefit Plan for the following plan Benefits covered for Specific Stop Loss Insurance (not included unless checked)  
 Medical

B. Specific Deductible in each Contract Period per Covered Person: \$20,000

C. Contract Basis: 12/15

Covered Expenses Incurred from 07/01/2012 through 06/30/2013, and Paid from 07/01/2012 through 09/30/2013.

D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person Specific Contract Period Reimbursement Maximum per Covered Person: \$250,000

E. Separate Individual Specific Deductible: None

F. Monthly Specific Premium Rates:  
 Composite: \$22.14

G. Specific Percentage Reimbursable 100%

H. Specific Terminal Liability Option:  No

C. Re-Appointment: Ms. Virginia Davis Jones to Murray County Library Board

	Term	Date Appointed
Ms. Virginia Davis Jones 710 West Blue Springs Drive Chatsworth, Georgia 30705	July 1, 2012 – June 30, 2016	July 3, 2012

D. Re-Appointment: Ms. Brenda Sanford Jones to Murray County Library Board

	Term	Date Appointed
Ms. Brenda Sanford 135 Sahara Lane Chatsworth, Georgia 30705	July 1, 2012 – June 30, 2016	July 3, 2012

E. First Reading: Amendment: Chapter 20 of Code of Ordinances – Defining duties of EMA Director

**AMENDMENT NUMBER 1**

**RESOLUTION OF THE MURRAY COUNTY COMMISSIONER  
AMENDING CHAPTER 20 OF THE CODE OF MURRAY COUNTY**

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend The Code of Murray County and,

WHEREAS, the Murray County Commissioner finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public, and

WHEREAS, it is the desire of the Murray County Commissioner to promote the goals and objectives, and policies of the Murray County, Chatsworth and Eton Joint Comprehensive Plan 1994-2015; and

**NOW THEREFORE BE IT SO RESOLVED** by the Murray County Commissioner that Chapter 20 of the Code of Murray County is to be amended as

follows:

**Article I, In General, Subsection 20-1, Definitions, shall be amended to add the following definition:**

**“Emergency Management” shall mean the preparation for the carrying out of all emergency functions, other than functions for which the state and federal governments are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of manmade or natural origin, caused by enemy attack, sabotage, civil disturbance, fire, flood, earthquake, wind, storm, wave action, oil spill, or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, drought, infestation, explosion, riot, or other hostile action, or other causes. These functions include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, defense from radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plan protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for the carrying out of the foregoing functions in the county.**

**Article I, In General, Subsection 20-2, Overcharging Prohibited, shall be amended to Organization created; director, duties of, and read as follows:**

**Section 20-2. – Organization created; director, duties of.**

- (a) **There is established for the county a local organization for emergency management in accordance with the state emergency management plan and program.**
- (b) **The governing official or officials of the county is authorized to nominate a director for appointment by the governor who shall have direct responsibility for the organization, administration and operation of the county emergency management organization subject to the direction and control of the governing official or officials of the county. The director shall:**
  - (1) **Represent the governing official or officials of the county on matters pertaining to emergency management.**
  - (2) **Assist county officials in organizing county departments for emergency operation.**
  - (3) **Develop, in conjunction with other county departments, the plan for emergency functions set out in section 20-1. Such plan will be in accordance with the state emergency plan and shall be submitted to the governing official or officials for approval and thence to the state director for approval.**
  - (4) **Be charged with maintaining the emergency management office and carrying out the day-to-day administration of the emergency management program including the rendering of required reports to the state emergency management division office with copies to the governing official or officials.**
  - (5) **Further be charged with submitting such reports as financial, daily activity,**

etc., as required by governing official or officials in keeping with good business practice.

(6) During periods of declared emergency and under the supervision of the governing official or officials of the county, coordinate the activities of the county emergency operation center staff.

Article I, In General, Subsection 20-3, Emergency plans, shall be added to Article I and shall read as follows:

**Section 20-3. – Emergency Plans.**

The governing official or officials of the county shall assign to the various departments of county government the emergency functions set out in section 20-1 and furnish a copy of the same to the commissioner and to the emergency management director. Heads of the department in said plan shall be responsible for developing specific plans to carry out their assigned emergency function, which plan shall be submitted to the governing official or officials and the emergency management director and shall be approved by the governing official or officials.

Article I, In General, Subsection 20-4, Emergency powers, shall be added to Article I and shall read as follows:

**Section 20-4. – Emergency Powers.**

In the event of an actual enemy attack upon the United States or any other disaster which may affect the lives and property of the citizens of the county, the governing official or chairman of governing officials, or in the chairman's absence the legally appointed successor, may declare that a state of emergency exists and thereafter shall have and may exercise, for such period as such state of emergency exists or continues, the following emergency powers:

- (1) To enforce all rules, laws and regulations relating to emergency management and assume direct operational control over all emergency management forces.
- (2) To seize, take for temporary use, or condemn any property for the protection of the public.
- (3) To sell, lend, give or distribute all or any such property or supplies among the inhabitants, to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies.
- (4) To perform and exercise such other functions and duties, and take such emergency actions as may be necessary, to promote and secure the safety, protection and well-being of the inhabitants.

Article I, In General, Subsection 20-5, Overcharging prohibited, shall be added to Article I and shall read as follows:

**Section 20-5. – Overcharging prohibited.**

In order to preserve, protect, or sustain the life, health, or safety of persons or their property, it shall be unlawful during the duration of a state of emergency or subsequent recovery period in which the county has been designated as a disaster area for any person, located or doing business in the county to overcharge for any goods, materials, services or housing sold within the county.

**FIRST READING, this the 3<sup>rd</sup> day of July, 2012.**

**F. Contract: Lookout Mountain Community Services As Agent Of**

**Georgia Department of Human Resources for FY2013 Annual Transportation Services**

**STATE OF GEORGIA CONTRACT  
MURRAY COUNTY  
FY 2013**

**This contract is made and entered into July 1, 2012, by and between Lookout Mountain Services Board, doing business as Lookout Mountain Community Services, hereinafter referred to as “LMCS,” and MURRAY COUNTY, hereinafter referred to as “Provider of Subcontractor.”**

**WITNESSETH:**

**In consideration of the contract price of payment rates listed below, and the parties' mutual promises set forth in this agreement, and reliant thereupon, LMCS and the Provider agree as follows:**

- 1. SERVICES TO BE PROVIDED:** The provider will provide transportation as requested by DHS agencies and Aging programs as required.
- 2. PAYMENT:** LMCS will Provide rates as detailed in Annex “A”, attached hereto. Maximum payment for the fiscal year shall not exceed maximum payment and/or maximum trips on Annex A unless approved by DHS Regional Coordinator. LMCS shall reimburse Provider for allowable trips within 15 workdays of current invoice submission. Aging trips have a Title III Match requirement that is deducted from monthly payment as detailed in Annex A.
- 3. DESIGNATED TARGET POPULATION:** LMCS and the Provider anticipate that the services provided will be provided for the principal benefit of persons receiving services from Department of Human Services (DHS) agencies, Division of Behavioral Health and Developmental Disabilities and other associated agencies as may be requested to receive services through the Coordinated System.
- 4. DOCUMENTATION AND REPORTING PROCEDURES:** The provider shall maintain the following documentation and make available to DHS Regional Coordinator and/or LMCS all records and documents during normal operating hours:
  - A. All trips will be documented per DHS requirements as described in the DHS Transportation Manual or any correspondence from DHS or LMCS.**
  - B. A monthly invoice shall be submitted within seven (7) workdays from the end of the month. Failure to submit invoice within this timeframe will result in delay of payment until the following month or 10% penalty will be imposed.**
  - C. Manifests shall be made available within two (2) working days to LMCS as requested.**
  - D. All personnel information on any drivers providing services under this contract, which information shall be made available to LMCS within two (2) working days of a request by LMCS. All drivers must undergo Criminal History Background Checks. Per O.C.G.A. 49-2-14, this background check must include fingerprinting. The background check can be done through Live Scan-Cogent, results of**

which would be available within two (2) weeks of scan.

- E. The verification of records and other data and information on all drivers, employees, and operators shall be the exclusive duty of the Provider rather than LMCS.
- F. The expense of maintenance and review of drug screening and driving history of drivers shall be the sole and exclusive duty of Provider rather than LMCS.

5. **MONITORING PROCEDURES:** During the term of this Contract, the Subcontractor shall comply with all contract requirements. The DHS Regional Coordinator and/or LMCS will monitor for compliance. Failure to comply shall be grounds for immediate termination by LMCS of this agreement, and in such event the liquidated damages provision of paragraph 8 hereof shall apply.

6. **CONFLICTS OF INTEREST:** The Provider represents LMCS that the entering into this Contract and the performance by the Provider of the services required hereunder does not violate any applicable conflicts of interest standards imposed under federal, state or local law, ordinance, rule or regulation.

7. **RELATIONSHIP:** The relationship between LMCS and the Provider under this Contract is that of independent contractor and nothing herein shall be deemed to create the relationship of principal and agent, master or servant, or employer and employee, joint venture, partnership, or other collaborative enterprise between the parties hereto. Provider irrevocably confirms that it rather than LMCS controls the time, means, and method of performance of the duties of the drivers and operators involved in this contract.

8. **INSURANCE:** Provider acknowledges and agrees to provide all necessary workers' compensation, liability, property, and casualty, and medical insurance coverage to all drivers providing the transportation services contracted for herein. Provider shall maintain at all times a policy of liability insurance providing liability coverage for claims arising from the use and operation of vehicles used in the implementation of this contract. Such liability insurance shall provide coverage in an amount not less than one million dollars single limits, and LMCS shall be included as a named insured in such policy. LMCS shall be furnished a copy of such insurance policy and shall be informed not less than 48 hours in advance of any changes proposed to be made to such coverage.

9. **TERM AND TERMINATION:** The term of this Contract shall be for one (1) year commencing at 12:01 a.m. on July 1, 2012, and continuing to and through 12:00 a.m. on June 30, 2013. If either party desire to terminate this contract prior to June 30, 2013, such party shall advise the other party, in writing, not less than sixty (60) days prior to the desired termination date, if the termination is without cause. In addition, this Contract may be terminated by LMCS on such shorter notice as may in its judgment be appropriate in the event funding anticipated by LMCS for the payment of compensation due the Provider ceases to be available or if notice is received by LMCS that such funding cease. If the Provider terminates the contract without a 50-day notice, the sum of \$400/day up

to the 60-day notice as liquidated damages shall be immediately due and paid by Provider to LMCS to cover the cost of acquiring replacement drivers.

10. **INDEMNIFICATION:** Provider herewith convents and agrees to indemnify and hold harmless LMCS from all claims, judgments, settlements, and/or recoveries, however obtained, by any drivers, passengers, or third-party claimants, asserting claims for recovery against the operators and/or Provider, its drivers, vehicles, or insureds arising out of the use and operation of the vehicles involved in this transportation agreement. In connection therewith, Provider herewith waives, to the extent permissible by law, all exemption of immunity from suit it may possess or claim arising from or premised upon any claim of sovereign or governmental immunity, with respect to any action, suit, cross-claim or counterclaim which may be asserted by LMCS against Provider to recover any sum due to LMCS under this contract or to enforce any right given to LMCS by this contract. Provider consents to the jurisdiction of the Superior Court of the county in which the services hereunder have been performed.

IN WITNESS WHEREOF, LMCS and the Provider, acting through their duly authorized representatives, have signed this Contract, which is effective as of the date stated herein.

**Annex A**

**DEPARTMENT OF HUMAN SERVICES TRANSPORTATION-REGION ONE**  
**Subcontract with Lookout Mountain Community Services**  
**Reimbursement of Consumer Trips (one way)**  
**For the Period July 1, 2012 through June 30, 2013**

**Murray County 5311**

Division	Site	Type	Rate	Trips	Dollar
Division	HR Bridgewy	Single Trip	7.85	500	\$ 3,925.00
Developmental		No Show	5.00		
Disabilities		Center Pay			
	<b>HR Bridgewy Total</b>			500	\$ 3,925.00
	MCDC	Single Trip	7.85	12,000	\$94,200.00
		No Show	5.00		
		Center Pay			
	<b>MCDC Total</b>			12,000	\$94,200.00
	Cross Plains	Single Trip	7.85	750	\$ 5,887.50
		No Show	5.00		
		Center Pay			
	<b>Cross Plains Total</b>			750	\$ 5,887.50
	MCDC (Sub)	MCDC Sub	7.85		
	<b>MCDC (Sub) Total</b>				
	HR Bridgewy (Sub)	MCDC Sub	7.85		
	<b>HR Bridgewy(Sub) Total</b>				
	Cross Plains (Sub)	MCDC Sub	7.85		
	<b>Cross Plains (Sub) Total</b>				
	MCDC (5317)	MCDC 5317	7.85		
	<b>MCDC (5317) Total</b>				

HR Bridgewy (5317) MCDC 5317	7.85		
HR Bridgewy (5317) Total			
Cross Plains (5317) MCDC 5317	7.85		
Cross Plains (5317) Total			
<b>Divisions of Development Disabilities Total</b>		<b>13,250</b>	<b>\$104,012.50</b>
Division Of Div B Health	Single Trip	7.85	
Behaviorial	No Show	5.00	
Health	Center Pay		
Division of Mur Nutrition Ctr	Single Trip	5.75	
Aging Services	No Show	5.00	
Div Family Div Family/Children	Single Trip	10.09	50
And Children	No Show	5.00	
Services Div Family/Children Total		50	\$ 504.50
<b>MURRAY COUNTY 5311 Total</b>		<b>13,300</b>	<b>\$104,517.00</b>

**Assurances:** The above information is true and has been verified. The passenger trips are in accordance with the DHS contract. The requirement is for eligible consumer trips only. The trips reported have been verified eligible trips.

**Submit by 7<sup>th</sup> of month to :      Lookout Mountain Transit  
184 Industrial Blvd.  
Chickamauga, Georgia 30707  
Attn: Lisa Andrews**

**G. Resolution: to accept Major Dr. and King Dr. into County Road System**

## RESOLUTION

**Pursuant to O.C.G.A. 34-4-42 the Commissioner of Murray County, at his discretion, may accept into the County road system certain roads deemed to be in the best interest of the public;**

Therefore be it resolved, that Major Drive – 0.446 miles, and King Drive – 0.399 miles off Pulliam Road shall be entered into the records of Murray County as public County roads.

**So resolved this 3<sup>rd</sup> day of July, 2012.**

**Documents are located in the auxiliary file.**

## **ADJOURNMENT:**

This 3<sup>rd</sup> day of July 2012

**ATTEST:**

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**Tommy Parker, Interim County Clerk**

**Greg Hogan, Commissioner**

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**In Attendance: Tommy Parker, Greg Hogan, Brittany Pittman, Edward Dunn, Dana Burch, Diane Davis, Emily Cogburn, Joey Arnold, Lori Harrison, Dinah Rowe, Matt Sanford, Roy Orr and Nick Townsend**