



come to tomorrow
MORROW, GEORGIA

Regular Council Meeting

November 22, 2016

Public Package

CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

**Please return to
be viewed by
others**

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CITY OF MORROW

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Work Session Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

November 22, 2016

Work Session

6:30 pm

General Discussions

1. Millage Rate
2. Fire Act Grant
3. GVACC
4. Holiday Schedule

2017 Upcoming Decisions/Votes

Attorney Invoice for Review

1. Attorney Invoice Fincher Denmark & Minnifield FAA invoice# 3221-3225 dated October 31 and November 2, 2016, in the amount of \$2698.71 for the period of September to October 2016.
2. Attorney Invoice Fincher Denmark & Minnifield invoice #3247 dates November 14, 2016, in the amount of \$13,787.04 for the period of October 3- October 31, 2016.



CITY OF MORROW

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Millage Rate

NOTICE

The Morrow City Council does hereby announce that the millage rate will be set at a meeting to be held at the City Municipal Complex Building located at 1500 Morrow Rd, Morrow, GA on December 13, 2016 at 7:30 PM and pursuant to the requirements of § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2016 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

COUNTY WIDE	2011	2012	2013	2014	2015	2016
Real & Personal	332,533,375	312,050,822	283,791,099	285,723,479	273,918,708	277,543,881
Motor Vehicles	11,652,700	10,356,060	11,729,050	9,200,580	6,376,960	4,749,650
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Gross Digest	344,186,075	322,406,882	295,520,149	294,924,059	280,295,668	282,293,531
Less M& O Exemptions	47,720,016	44,879,588	34,441,315	33,829,376	34,727,585	37,157,554
Net M & O Digest	296,466,059	277,527,294	261,078,834	261,094,683	245,568,083	245,135,977
State Forest Land Assistance Grant Value						
Adjusted Net M&O Digest	296,466,059	277,527,294	261,078,834	261,094,683	245,568,083	245,135,977
Gross M&O Millage	11.679	13.109	16.453	16.476	16.382	17.015
Less Rollbacks	5.679	5.609	6.953	6.976	6.744	7.377
Net M&O Millage	6.000	7.500	9.500	9.500	9.638	9.638
Total City Taxes Levied	\$1,778,796	\$2,081,455	\$2,480,249	\$2,480,399	\$2,366,785	\$2,362,621
	\$82,257	\$302,658	\$398,794	\$151	-\$113,614	-\$4,165
	4.85%	17.01%	19.16%	0.01%	-4.58%	-0.18%



CITY OF MORROW

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2017 Upcoming Decisions/Votes

Upcoming Decisions/Votes

Judge Appointment

Mayor Pro Tem

CCMA Liaison

Elections Superintendent

Qualifying Fees

Board Appointments

RFP Sanitation

RFP Audit

Enterprise Zone

Extended Stay Ordinance

Fireworks Ordinance

Zoning/Sign Ordinance (in the coming months)

Strategic Plan for Mayor and Council



CITY OF MORROW

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Meeting Agenda



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

November 22, 2016

Agenda

7:30 pm

CALL TO ORDER: Mayor Jeffrey A. DeTar
PLEDGE OF ALLEGIANCE: All
MOMENT OF SILENCE: Mayor Jeffrey A. DeTar

1. ROLL CALL:

2. CONSENT AGENDA:

1. Approval of November 8, 2016, Regular Meeting Minutes
2. Approval of November 8, 2016, Work Session Minutes
3. Approval of November 8, 2016, Executive Session Minutes

3. MEETING AGENDA:

1. Approval of November 22, 2016 Meeting Agenda

4. PUBLIC COMMENTS ON AGENDA ITEM:

Public Comments on Agenda Items are limited to only the discussion of new business items on tonight's Agenda. Please fill out a comment card and turn it into the City Clerk if you wish to make a comment.

5. PRESENTATIONS:

1. Clayton County Library Systems
(Brian Hart, Morrow Branch)
2. Georgia Vietnamese American Chamber of Commerce
(Baoky Vu, Executive Director, GVACC)



6. NEW BUSINESS (Actionable Items):

1. Approval of the FY-2017 Local Maintenance & Improvement Grant (LMIG) application for roadway of Mt. Zion Rd and authorize Mayor Jeffrey DeTar to execute application.
(Presented by Public Works Director Anou Sothsavath)
2. Approval of Billing Services Agreement with EMS Management & Consultants, Inc, pertaining to the medical billing and collection services to medical transport providers and authorization for Mayor Jeffrey DeTar to execute the agreement.
(Presented by Battalion Fire Chief Elton Poss)
3. Approval for staff to submit Fire Act Grant Application
(Presented by Battalion Fire Chief Elton Poss)

7. ORDINANCES & RESOLUTIONS:

1. Second Reading of Ordinance 2016-08

AN ORDINANCE AMENDING TITLE 4, PUBLIC SAFETY, CHAPTER 1, LAW ENFORCEMENT, SECTION 4-1-2, OF THE CODE OF ORDINANCES OF THE CITY OF MORROW, TO UPDATE THE CITY'S PROCEDURE AS TO POLICE DEPARTMENT RULES AND REGULATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

2. First Reading of Ordinance 2016-09

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MORROW, GEORGIA; TO AMEND TITLE 2, CHAPTER 1, SECTION 2-1-1; TO PROVIDE FOR RULES GOVERNING THE CANCELLATION OF REGULAR AND SPECIAL MEETINGS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Presented by Steve Fincher, City Attorney)

8. GENERAL COMMENTS:

General Comments are any comment that you want to make during Council Meeting. Please fill out a comment card and turn it into the City Clerk if you wish to make a comment.



9. EXECUTIVE SESSION:

To discuss personnel and legal matters

10. ADJOURNMENT:



CITY OF MORROW

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Previous Meeting Minutes



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCILMEMBERS

Mayor Jeffrey DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

Regular Meeting

November 8, 2016

Minutes

8:35 pm

Mayor Jeffrey DeTar called the Regular Council Meeting of the Morrow City Council to order at 8:35pm on November 8, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Mayor Jeffrey DeTar asked everyone to stand for the Pledge of Allegiance followed by a moment of silent reflection.

ROLL CALL:

Mayor Jeffrey DeTar asked **City Clerk Yasmin Julio** to call the roll.

City Clerk Yasmin Julio called the roll and those present were **Mayor Jeffrey DeTar, Councilman Christopher Mills, Councilwoman Hang Tran and Councilman Larry Ferguson. Mayor Pro Tem Jeanell Bridges** has an excused absent. She stated there was a quorum present.

CONSENT AGENDA:

Mayor Jeffrey DeTar called for a motion to approve the consent agenda.

1. Approval of October 25, 2016, Regular Meeting Minutes
2. Approval of October 25, 2016, Work Session Minutes
3. Approval of October 25, 2016, Executive Session Minutes
4. Attorney Invoice- Fincher Denmark & Minnifield invoice# 3206 dated October 7, 2016, in the amount of \$9,792.14 for period September 1, 2016- September 30, 2016

MOTION AND VOTE: **Councilman Larry Ferguson** made the motion to approve the consent agenda, seconded by **Councilman Christopher Mills**. The motion passed unanimously, 3-0.

MEETING AGENDA:



Mayor Jeffrey DeTar called for a motion to approve the **November 8, 2016 Meeting Agenda** with the following amendments; the addition of Medicare billing and the removal of item #7 Executive Session.

MOTION AND VOTE: Councilman Larry Ferguson made the motion to approve the meeting agenda with the recommended additions seconded by **Councilman Christopher Mills**. The motion passed unanimously, 3-0.

PUBLIC COMMENTS ON AGENDA ITEMS:

There were no public comments.

NEW BUSINESS (Actionable Items):

1. Holiday Schedule
(Presented by City Manager Sylvia Redic)

City Manager Sylvia Redic stated that currently a vote is required to cancel any upcoming meetings including those around holidays, that an ordinance was created to make this process either however it was never passed. A consensus was made to place this item on the next agenda.

2. Medicare Billing

Mayor Jeffrey DeTar asked **Attorney Steve Fincher** to state the motion to approve this item. **Attorney Steve Fincher** stated the motion should read as follows, "To sign engagement agreement with the Schleicher Law Firm on the Medicare recoupment appeal."

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Councilman Christopher Mills**. The motion passed unanimously, 3-0.

GENERAL COMMENTS:

Citizen Comments:

Cartrice Myers
Dorothy Dean

Council members Comments:

Councilman Christopher Mills
Councilman Larry Ferguson
Councilwoman Hang Tran



Mayor Jeffrey DeTar

ADJOURNMENT:

Mayor Jeffrey DeTar called for a motion to adjourn the **November 8, 2016 Regular Council Meeting**.

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Councilwoman Hang Tran** the motion passed unanimously, 3-0.

The Regular Council Meeting was adjourned at 8:52pm.

Approved this 22nd day of November, 2016.

Attest

Yasmin Julio, City Clerk

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

Seal



CITY OF MORROW, GEORGIA
MAYOR AND CITY COUNCIL MEMBERS

Mayor Jeffrey A. DeTar
Mayor Pro Tem Jeanell Bridges
Councilwoman Hang Tran
Councilman Larry Ferguson
Councilman Christopher Mills

November 8, 2016

Work Session Minutes

6:30 pm

Mayor Jeffrey DeTar called the Work Session to order at 6:30pm on October 25, 2016. The meeting took place in the Council Chambers of the Morrow Municipal Complex located at: 1500 Morrow Road, Morrow, GA, 30260.

Those present were **Mayor Jeffrey DeTar, Councilman Larry Ferguson, Councilwoman Hang Tran and Councilman Christopher Mills. Mayor Pro Tem Jeanell Bridges had an excused absent.**

EXECUTIVE SESSION:

Mayor Jeffrey DeTar called for a motion to recess the **November 8, 2016 Work Session** and convene into **Executive Session** to discuss legal and personnel matters.

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Councilwoman Hang Tran**, the motion passed unanimously, 3-0.

The Executive Session began at 6:37pm

Mayor Jeffrey DeTar called for a motion to reconvene the **November 8, 2016 Work Session** and adjourn the **Executive Session**.

MOTION AND VOTE: Councilman Larry Ferguson made the motion, seconded by **Councilman Christopher Mills**, the motion passed unanimously, 3-0.

The Executive Session ended at 7:38pm.

General Discussions of Items

1. GVACC Proposal

- **City Manager Sylvia Redic mentioned that the Traditional DMO proposal from GVACC was included in packet and their Executive Director Baoky Vu will be at next meeting to present this proposal to Mayor and Council**



-
- Councilman Larry Ferguson stated that he would like to see a list of more specific deliverables and their corporate resume
- 2. LMIG**
- Public Works Director Anou Sothsavath presented staff recommendation for top 5 roads in need of repaving
 - City Manager Sylvia Redic advised the Mayor and Council that a decision on LMIG needs to be made by the end of the year
- 3. Vehicle Replacement Report**
- Councilwoman Hang Tran requested an explanation of color coding
- 4. Ambulance Billing**
- Battalion Chief Elton Poss explained to the Mayor and Council that the current company doing our Ambulance Billing was brought out by this company and we have been operating with the new company without a contract
 - Councilman Hang Tran wanted to find out if the 7% fee charged was competitive
- 5. Christmas in the Park**
- Court Administrator Essie West notified Council Christmas in the Park will be December 3, 2016 from 3pm to 7pm
- 6. Path System Repairs**
- A consensus was made by Council to move forward in having Fincher's office look into potential litigation against the designer and contractor for path system
- 7. Monthly Financial Reports**
- City Manager Sylvia Redic stated that since the report in the packet was printed a \$181,346.06 SPLOST check came in changing the balance to \$1,275,786.56
- 8. Billboard and Cell Towers**
- City Manager Sylvia Redic advised Council that she wanted to hear from them on whether they would be interested in hearing about companies who are interested in building the two
 - Mayor Jeffrey DeTar mentioned that he was not in favor of the idea
 - Councilman Larry Ferguson stated that we should at least hear from the companies to determine whether the price is right
- 9. Community Garden**
- Councilman Larry Ferguson advised that he would like to keep the Community Garden in its current location and maybe a second location to handle the growth

The Work Session ended at 8:35pm.



Approved this 22nd day of November, 2016.

Attest

CITY OF MORROW, GEORGIA

Yasmin Julio, City Clerk

Jeffrey A. DeTar, Mayor



CITY OF MORROW

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GVACC Proposal

City of Morrow Designated Marketing Organization (DMO) Proposal

Presented by Georgia Vietnamese American
Chamber of Commerce (GVACC) and Purpose Design

October 30, 2016

Designated Marketing Organization (DMO) Proposal

Georgia Vietnamese American Chamber of Commerce (GVACC) (501c6) and Purpose Design are presenting a proposal to serve as the DMO (Designated Marketing Organization) for the City of Morrow. The collaboration between GVACC and Purpose Design is herein referred to as 'DMO.'

DMO Mission Statement

The purpose of the DMO is to identify what makes the City of Morrow unique and effectively market those attributes to increase visitor dollars spent in City of Morrow via, but not limited to, overnight hotel stays, unique events, commerce, dining and shopping.

Increasing public awareness of the City of Morrow will result in increased economic and community development.

DMO Objectives:

- 1** Promote existing City of Morrow attractions to increase tourism spend and generate tax dollars without alienating neighboring communities
- 2** Manage and promote existing events and develop new Morrow-centric events
- 3** Persuade travellers to visit Morrow from I-75 (exits 231, 233) rather than using adjacent exits

“Let’s Put Morrow Back on the Map!”

Designated Marketing Organization (DMO)

Scope of Services

DMO Function

DMO shall provide collateral, advertising, staff, services, supplies, equipment and support for promoting the City of Morrow, GA, as a destination for special events and tourism. DMO will create, produce and distribute interactive, traditional and social media required to promote City of Morrow as a destination for daytime and overnight tourists. DMO will engage external vendors when necessary to fulfill the DMO function.

DMO Business Plan

Following the completion of contract, DMO will present business plan to City of Morrow with list of initiatives to achieve the DMO function, along with timelines and quarterly progress reports.

DMO Deliverables

- Communications
- Tourist Center
- Events
- New Initiatives

DMO-Managed Initiatives for City of Morrow

City of Morrow Communications

DMO will create a new Tourist-driven, responsive website and Tourist Center materials. While DMO wouldn't be responsible for a complete City of Morrow rebranding the tourist website and updated Tourist Center materials are intended as the first phase of a City of Morrow rebranding initiative.

- Design, development and maintenance of City of Morrow Tourist website
- Design and produce billboards encouraging travelers to exit I-75 in Morrow (exits 231, 233)
- Rebrand of City of Morrow collateral and promotional items to be used within Tourist Center (hanging flags, City of Morrow promotional collateral)
- Several platforms of social media promoting Tourist Center and City of Morrow activities

DMO-Managed Initiatives for City of Morrow

City of Morrow Tourist Center

DMO will manage staff, events, expenses for Tourist Center while working to meet State of Georgia requirements as a Regional Visitor Information Center (RVIC). Materials within the Tourist Center will be updated to be consistent with the new tourist website.

This includes a 50/50 split between state collateral and local interest collateral along with other state RVIC requirements. Georgia RVIC requirements document attached.

DMO will work toward adding a retail establishment within the Tourist Center to increase visitor and resident traffic. Possibilities include a coffee shop, sandwich shop or similar establishment. This would complement RVIC effort in terms of drawing visitors.

DMO Managed Initiatives for City of Morrow

City of Morrow Events

DMO will manage events for City of Morrow including:

- SummerFest 2017
- Christmas in the Park 2017
- New event in 2017

New Event Ideas

- Thunder Tower Harley Davidson
- Asian-American Community cultural event
- Movie presence/Site selection
- Morrow path system: e.g. outdoor movie festival
- “Taste of Morrow” dining theme event
- Historical-themed event: Old Town Morrow for two-day event, concerts, field days, vendors
- Education-themed event (National Archives, Clayton State University, Spivey Hall)
- Fitness-themed event - 5K and Morrow Mile, expo on Friday, event Saturday morning
- Event Giveaways - Stickers, frisbees, t-shirts, koozies, sunglasses, other promotional items

Questions

- What is the status of Christmas in the Park planning for 2016?
- How has SummerFest been managed in the past, what can be leveraged?

Meet the Team



Baoky Vu – Executive Director, GVACC

Baoky is currently Executive Director of the Georgia Vietnamese-American Chamber of Commerce. Most recently, he was Vice-President of VetConnexx, a veteran-owned and veteran-employed small business providing customer care solutions to the telecommunications, financial service and health care industries. Vu was appointed by Governor Nathan Deal to the Technical College System of Georgia, representing the Fourth Congressional District. In addition, he currently serves as Treasurer of the Decide DeKalb Development Authority, Vice-Chair of the DeKalb County Board of Voter Registration and Elections, Board member of Visiting Nurse Health System and is a former Presidential Commission appointee under President George W. Bush.



Glenn Ziesenitz – Creative Director, Purpose Design

Glenn is a strategic creative and brand advocate. With 15 years experience as an art director and with global advertising agencies and Fortune 500 corporations, Glenn has managed hundreds of design and branding projects from concept through completion. Glenn has a strong understanding of concept development for powerful visual communications via print, web, broadcast, social media and email programs. Glenn believes that open communication is beneficial to every relationship. Each project begins with a discussion on how existing marketing efforts relate to anticipated results and how best to position a brand to optimize it's unique message. The primary objective for every project is a recognizable brand presence through consistent communications that always exceed expectations. Glenn has worked with clients in the technology, education, real estate, residential and commercial design, personal wellness and retail industries.



Tony Nguyen – Marketing and Social Media

Tony is a specialist in the field of marketing and brand development, especially as it relates to emerging media. He is highly involved within the community, holding memberships with professional organizations such as The Georgia Vietnamese American Chamber of Commerce (GVACC) where he has served two terms as a Board of Director and Secretary on their Executive Board. This continued exposure followed with his enrollment and graduation from the GLANCE 2015 Program (Gwinnett Leaders Acknowledging the Need for Community Engagement). He now serves on their planning and advisory committees. Tony's previous experience was in the banking industry focusing on commercial business growth and investments. Tony has also held retail management positions with Fortune 500 Companies.

Contact us

Glenn Ziesenitz
404.493.5003
gziesenitz@gmail.com

Baoky Vu
770.656.5595
baokyvu@gmail.com

Pro Forma Income Statement

City of Morrow DMO
January 1, 2017 - December 31, 2017

Revenues		
	Funds from Hotel/Motel Tax Allocated for DMO	425,000
		425,000
Expenses: (Current expenses budgeted through General Fund/DMO)		
	Advertising: Billboards, Print Media, Social FreedomFest	60,000
	Christmas in the Park	30,000
	Tourist Center Operating (Personnel, Mortgage, Utilities) (T-S 8:30-5:00)	7,500
		175,000
		272,500
	Funds Available Before DMO Expenses	152,500
Expenses: (DMO Operations)		
	Executive Director	50,000
	DMO Asset Development	30,000
	Miscellaneous Expenses (Office Supplies, Incidental Expenses)	12,000
	DMO Management Fee (8.0% of Hotel/Motel Tax)	34,000
	Total Expenses	126,000
	Funds Available for Initiatives	26,500



CITY OF MORROW

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LMIG Application & Project List

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: November 23, 2016
Name of local government: City of Morrow
Address: 1500 Morrow Rd
Contact Person and Title: Anou Sothsavath
Contact Person's Phone Number: 770-961-4002
Contact Person's Fax Number: 770-960-3002
Contact Person's Email: anou@cityofmorrow.com

Is the Priority List attached? **Yes**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Anou Sothsavath (Name), the Public Works Director (Title), on behalf of City of Morrow (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____ (Signature)

Sworn to and subscribed before me,

Jeffrey Detar (Print)
Mayor / Commission Chairperson

This _____ day of _____, 20____.

(Date)

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20____.

Terry L Gable
Local Grants Administrator

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.



CITY OF MORROW

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Ambulance Billing Agreement

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 22nd day of November, 2016 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and Morrow Fire & EMS (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client. The services to be provided by EMS|MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of Georgia providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. Client shall promptly advise EMS|MC of notices of audit received by the Client. EMS|MC shall directly advise Client of any notices of audit, requests for

medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"), and advise Client of any significant pattern of payer denials or downcodings for services billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

The services provided by EMS|MC to Client under this Agreement are conditioned on the Client's fulfillment of the responsibilities set forth in Sections 2 and 3 of this Agreement.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS-MC billing system;

- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;
- (d) Providing any service not expressly required of EMS|MC by this Agreement.

2. COMPENSATION OF EMS|MC.

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7% percent of "Net Collections" as defined below (the "Compensation") or a minimum of \$100.00, whichever is greater. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Net Collections is not defined to mean any single non-insurance payments or time of service payments made directly to the Client.

EMS|MC shall submit an invoice to Client by the 10th day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

In the event of a material change to the billing process and/or scope of services provided in this Agreement or a significant difference in the original patient demographics provided by Client, EMS|MC reserves the right to, in good faith, negotiate a fee change with Client and amend this Agreement.

EMS|MC will immediately cease to process claims for Client should the outstanding balance owed to EMS|MC become in arrears for a reason that is not justified. This determination will be at the sole and absolute discretion of EMS|MC. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 25th day of the calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

2.1 Software.

(a.) ImageTrend:

During the term of this Agreement, EMS|MC will pay the full cost of ImageTrend software, based on Client's contract terms with ImageTrend in effect as of the date of this Agreement. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement.

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide services to the extent that Client has not fulfilled these responsibilities:

- (a) Client will pay all amounts owed to EMS|MC under this Agreement.
- (b) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.
- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCRs) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of

any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.

- (d) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
- (f) Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.
- (g) Client shall allow EMS|MC to audit Client's records and processes at least annually, and on a more frequent basis if reasonably necessary, upon ten (10) days advance notice to Client, during regular business hours, to attempt to ensure that Client is in compliance with this Agreement and that all fees due to EMS|MC have been paid.
- (h) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

- (i) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through October 31, 2019. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below.

- (i) **Termination for Cause.** Notwithstanding paragraph 4(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within ten (10) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement;
- (2) Any willful or reckless damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful or reckless injury to any customer, independent contractor, employee or agent of the other party hereto;

- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payers and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC believes that Client has provided false or fraudulent claim information, EMS|MC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. Except for the services defined in paragraph 2(a) of this Agreement, Compensation, the Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) hereof and shall be treated as Net Collections for purposes of paragraph 2(a) hereof.
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only

one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) The Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

The Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not,

without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where the Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. **PRIVACY.**

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.
- (b) A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.
- (d) To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) two years after the effective date of termination or expiration of this

Agreement; (ii) three years after the date of the underlying medical service or medical transportation service provided by Client to a patient that is the subject of a Claim; or (iii) sixty (60) days after the expiration of the time in which a payer could bring a claim for overpayment or reimbursement against Client under applicable law. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

- (e) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver").
- (f) Subject to the Liability Cap and the Claim Time Limit, but notwithstanding the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client with reasonably acceptable counsel from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's negligence or breach of this Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the

matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

- (g) All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.
- (h) In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document

reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

10. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:
Morrow Fire & EMS
1500 Morrow Road
Morrow, GA 31833

EMS|MC:
EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Laurie O'Quinn
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS/IMC:

CLIENT:

EMS Management & Consultants, Inc.

Morrow Fire & EMS

By: Allan Logie

By: _____

Print Name: Allan Logie

Print Name: _____

Title: Chief Performance Officer

Title: _____

Date: 11-16-16

Date: _____



CITY OF MORROW

9

Fire Act Grant

City of Morrow

F I R E D E P A R T M E N T



As a short summary about the grants, they are very competitive and when the grant is submitted it is graded by a computer during the first process. That computer grades the grant on many things that are like taking a multiple choice test. The second part of the score is peer review of an essay style grant that describes our need, our financial justification for needing the grant, and the cost / benefit of Federal aid being made available to us. Our grant will be read by 4 fire service peers and they will assign a score. These two scores are added together and then we are put on a pecking list. Last year was the first year we scored high enough to be considered for an apparatus. Our grant stayed in the pecking order till the AFG ran out of money. We may have been next in line or we may have been several applications from being selected, they do not give that information out. This year the goal is to tweak the application so that it will get a higher scoring and maybe get us funding.

We are asking for a 100 foot Aerial / Quint to replace Ladder 31.

An aerial apparatus of this size is going to be about \$1,000,000

We decided to stay under the cap of \$750,000. This is to lower the federal amount to a more reasonable level. It is believed that by showing the city is willing to pay up to a quarter of the total cost, this will make our request more in line with the scope and purpose of the grant. "To distribute as much too as many as possible"

Aerial apparatus Cost	= \$982,712	Extrication equipment	= \$74,682
Morrow allocated funds	= 200,000	Fire Department Share of 5%	= 3,556
Fire Department Share of 5%	= 37,272		
Federal Share Total	= \$ 745,440	Federal Share Total	= \$ 71,682

We are submitting a second AFG application for extrication equipment.

There are a lot of NFPA guidelines that departments cannot follow because of budget restraints, but 1670 is part of a fire services most basic function, to save lives. While our department does a great job with the equipment that we have, if the equipment breaks then that hinders us from fulfilling this duty. The equipment our department is using is 14 years of age and parts are no longer available for this equipment. Morrow Fire department uses this equipment extensively in training, on motor vehicle accidents and certain rescue calls. We are asking for assistance from the AFG program to help us replace this equipment.

A safety hazard is created by the use of worn and out of date extrication equipment for not only the firefighters, but also for the victims that rely on it. The new equipment requested through this grant shall be provided to the

City of Morrow

F I R E D E P A R T M E N T



firefighters that rely on equipment to accomplish their mission, goals and dedication they have to the citizens of Morrow, mutual aid departments and neighboring communities.

The City of Morrow Fire Department's risk analysis has determined that the Assistance to Firefighters Grant program is needed to help in acquiring much needed equipment. Our budget is as follows:

\$22,370 – 2 each – Hydraulic Extrication Pumps with Hoses.

\$21,276 – 2 sets – Hydraulic Extrication Ram Set - 1 Long ram, 1 short Ram and 1 support base.

\$16,672 - 2 each - Hydraulic Extrication Spreaders.

\$14,364 - 2 each - Hydraulic Extrication Cutters.

\$74,682 - Total



CITY OF MORROW

10

Ordinance 2016-08

Police Rules & Regulations

**STATE OF GEORGIA
CITY OF MORROW**

ORDINANCE 2016-08

AN ORDINANCE AMENDING TITLE 4, PUBLIC SAFETY, CHAPTER 1, LAW ENFORCEMENT, SECTION 4-1-2, OF THE CODE OF ORDINANCES OF THE CITY OF MORROW, TO UPDATE THE CITY'S PROCEDURE AS TO POLICE DEPARTMENT RULES AND REGULATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Morrow ("City") is the Mayor and Council thereof;

WHEREAS, the current Section 4-1-2 provides for certain procedures for amending the Morrow City Police Department's rules and regulations which are in need up updating; and

WHEREAS, the City desires for a more effective and efficient method for the amending of the Morrow Police policies and procedures; and

WHEREAS, the City desires for any new or subsequent chief of police be granted the authority to affix his or her signature to existing policies and procedures without mandating Mayor and council approval; and

WHEREAS, in the interest of good, fair, and efficient government, the City desires to amend its Code of Ordinances and change Section 4-1-2 in order to provide for more efficient and effective procedures for amending the Morrow Police Department's rules and regulations; and

WHEREAS, the health, safety, and welfare of the citizens of the City of Morrow, Georgia, will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MORROW, GEORGIA, and by the authority thereof:

Section 1: The City's Code of Ordinances is hereby amended by deleting in its entirety Section 4-1-2, Police department rules and regulations, Chapter 1, Law Enforcement, Title 4, Public Safety, and inserting the following text in lieu thereof, to read and to be codified as follows:

Title 4 – PUBLIC SAFETY

CHAPTER 1. – LAW ENFORCEMENT

Sec. 4-1-2. - Police department rules and regulations.

(a) Under the direction of the City Manager, the police chief shall maintain written departmental rules and regulations for the operation of the police department as are necessary. Police rules and regulations, and any changes or amendments thereto, shall be proposed in writing by the police chief and submitted to the City Manager for the City Manager's approval. If approved by the City Manager, such shall be thereafter submitted to the Mayor and Council for their review.

(b) Upon submission, any member of the Mayor and Council may object to the implementation of proposed rules, regulations or amendments, by notice to the City Manager, within 10 days from receipt of the proposal. If no member of the Mayor and Council timely objects, then the proposed rules and regulations, or any changes or amendments thereto, will become effective immediately after the expiration of the period for objection. If an objection is timely received, such

objection shall be placed on the agenda of the next regular city council meeting for consideration by the Mayor and Council.

(c) Should the Mayor and Council wish at any time to consider and discuss any changes to the written police rules and regulations, then such discussion may be added as an agenda item for any meeting of the Mayor and Council according to the rules and procedures contained within this code.

(d) Once a policy or an amendment thereto is approved, it shall remain in place, regardless of the occupant of the office of chief of police, until subsequently modified by this procedure. The reissuing, restating, or updating of the police rules and regulations with the signature of a new or subsequent chief of police, shall not constitute a new rule or regulation, or any change or amendment to an existing rule or regulation, for purposes of this statute.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the

greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this 22nd day of November, 2016.

CITY OF MORROW, GEORGIA

Jeffrey A. DeTar, Mayor

ATTEST:

Sylvia Redic, City Manager

Yasmin Julio, City Clerk

APPROVED BY:

Steven M. Fincher, City Attorney



CITY OF MORROW

11

Ordinance 2016-09

Meeting Cancellations

1 **CITY OF MORROW**
2 **STATE OF GEORGIA**

3
4
5 **ORDINANCE NO. 2016-09**
6

7 **AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE**
8 **CITY OF MORROW, GEORGIA; TO AMEND TITLE 2, CHAPTER 1,**
9 **SECTION 2-1-1; TO PROVIDE FOR RULES GOVERNING THE**
10 **CANCELLATION OF REGULAR AND SPECIAL MEETINGS; TO**
11 **PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY;**
12 **TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
13 **EFFECTIVE DATE; AND FOR OTHER PURPOSES.**
14

15 **WHEREAS,** the City of Morrow, Georgia (“City”) is a municipal corporation duly
16 organized and existing under the laws of the State of Georgia and is charged with providing
17 public services to residents located within the corporate limits of the City;

18 **WHEREAS,** the governing authority of the City are the Mayor and Council thereof;

19 **WHEREAS,** the City has determined that it is necessary to provide further clarity on the
20 process by which council meetings may be cancelled; and

21 **WHEREAS,** an amendment is necessary to promote clarity, efficiency and harmony
22 relating to the rules of the governing body.

23 **THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND**
24 **COUNCIL OF THE CITY OF MORROW:**

25 **SECTION 1. Section 2-1-1 of Chapter 1, Title 2 of the Code of Ordinances of the**
26 **City of Morrow, Georgia is hereby amended by striking the existing text in its entirety and**
27 **inserting the following text, in lieu thereof, to read as follows:**

28 **“Sec. 2-1-1. Regular meetings; special meetings.**

- 29 (a) Except as otherwise provided herein, regular meetings of the mayor and council
30 shall be held at the Morrow Municipal Complex on the second and fourth
31 Tuesday of each month at 7:30 p.m. Work sessions shall begin at 6:30 p.m.
32 preceding the regular meetings, except on the second Tuesday of each month
33 when the work session may begin at 5:30 p.m.
34

- 35 (b) Where the day for a regular meeting falls upon a day which is a legal holiday in
36 this state, the meeting may be held upon a day and at an hour to be designated by
37 the mayor at least four days before the legal holiday, at which meeting all matters
38 shall be taken up which might have come before the meeting as regularly set.
39
- 40 (c) Special meetings of the mayor and council may be held on call as provided in the
41 city charter.
42
- 43 (d) Only business stated in the call may be transacted at a special meeting.
44
- 45 (e) Notice of any special meeting may be waived by a council member in writing
46 before or after a special meeting, and attendance at the meeting shall also
47 constitute a waiver of notice on any business transacted in the council member's
48 presence.
49
- 50 (f) Any meeting of the mayor and council may be continued or adjourned from day
51 to day, or for more than one day, but no adjournment shall be for a longer period
52 than until the next regular meeting thereafter.
53
- 54 (g) Except as otherwise provided in Paragraph (b), regular meetings may be cancelled
55 or rescheduled at the request of the mayor or three members of the city council.
56
- 57 (h) Mayor-initiated special meetings may only be cancelled by the mayor, and
58 council-initiated special meetings may only be cancelled upon request by any
59 three members of the city council, excluding the mayor.”
60

61 **SECTION 2.** The preamble of this Ordinance shall be considered to be and is hereby
62 incorporated by reference as if fully set out herein.

63 **SECTION 3.** This Ordinance shall be codified in a manner consistent with the laws of
64 the State of Georgia and the City.

65 **SECTION 4.**

66
67 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
68 paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment
69 believed by the Mayor and Council to be fully valid, enforceable and constitutional.

70 (b) It is hereby declared to be the intention of the Mayor and Council that to the greatest
71 extent allowed by law each and every section, paragraph, sentence, clause or phrase of this

72 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
73 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that to the
74 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this
75 Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase
76 of this ordinance.

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

86 **SECTION 5.** Except as otherwise provided herein, all ordinances or parts of ordinances
87 in conflict with this Ordinance are hereby expressly repealed.

88 **SECTION 6.** The effective date of this Ordinance shall be the date of adoption unless
89 otherwise stated herein.

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[SIGNATURES ON FOLLOWING PAGE]

