

**RECEIVED**  
 DEC 07 2022  
 BY: *Purchasing*



**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

<b>Type of contract:</b> 1 year <input type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input type="checkbox"/>		<b>Contract #:</b> <b>BOC Approval Date:</b>
<input type="checkbox"/> <b>Submission Information</b> Dept Contact Name: Dana White Department: Superior Court Project Title: Part-time Case Manager Funding Account Number: Contract Amount: Grant Revenue Account Number: 250-2152-531756-22 Grant Amount: \$43,580 Contract Type: Goods ( ) Services (x) Grants ( ) Contract Action: New ( ) Renewal ( ) Change Order (x) Original Contract Number: C-2020-136	<input type="checkbox"/> <b>Vendor Information</b> Vendor Name: Tammy D. Myers Address: 1001 B Main Street Address: Conyers, GA 30012 Email: tamdmyers@hotmail.com Phone #: 978-987-7714 Contact: Tammy D. Myers Term of contract: 1 year with renewal option	
<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>[Signature]</i> Date: 1/10/2023	<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>[Signature]</i> Date: 12/7/22	

**Detailed Summary of Contract:**

Contracted part-time Case Management Professional Services for Rockdale County Adult Drug Court Program. Case Manager will work 30 hours a week. \$37.00 per hour, not to exceed \$43,580.

Department Head/Elected Official Signature:

*Nancy Bills*

Date:

11/30/2022

2023-11

**SUBRECIPIENT AGREEMENT  
BETWEEN  
ROCKDALE COUNTY, GEORGIA AND TAMMY D. MYERS**

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ between **ROCKDALE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and Tammy D. Myers, hereinafter referred to as "Subrecipient".

WHEREAS, the County has applied for and been awarded Federal funds as identified in Exhibit "A"; and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**1. SCOPE OF SERVICE**

The Subrecipient will provide Case Management Services to clients serviced within the Rockdale County Superior Court jurisdiction. The Subrecipient will be responsible for administering the services in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

**2. TERM AND TERMINATION (This section revised)**

- A. This Agreement is effective October 1, 2020 and shall continue through September 30, 2023. The increase and total to be allocated will coincide with the grant award period that ends June 30, 2023 award # J23-8-040. This agreement will remain in effect as long as there is available and sufficient funding in Rockdale County Judicial Circuit Grants or other Judicial Court funding sources to cover services provided by Subrecipient. This contract has the option to renew for three (3) twelve-month periods, renewable each year.
- B. In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, the party terminating this Agreement shall provide fifteen (15) days written notice to the other party of the termination. Upon such termination, Subrecipient shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Subrecipient shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within thirty (30) days of receipt thereof.

**3. NOTICES**

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as

aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

- A. Subrecipient:  
Tammy D. Myers  
1001 B. Main Street  
Conyers, GA 30012  
978-987-7714  
[tamdmyers@hotmail.com](mailto:tamdmyers@hotmail.com)
  
- B. County:  
Rockdale County Finance Department  
Tina Malone  
P.O. Box 289  
Conyers, GA 30012  
770-278-7554  
[Tina.malone@rockdalecountyga.gov](mailto:Tina.malone@rockdalecountyga.gov)

**4. REPORTING & COMPLIANCE**

A. Reporting Requirements

All records of Subrecipient pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 45 CFR Part 74 or 45 CFR Part 92 as applicable.

B. Records, Access and Maintenance

Subrecipient shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the County, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the County with respect to any questioned costs, audit disallowance's, litigation or dispute between Subrecipient and County shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to the Project(s), Subrecipient shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Use of Federal Grant Funds

Subrecipient acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to the County for the purposes of performing the work and activities as stated above in the Scope of Service. Subrecipient shall fully reimburse the County for any cost of the Subrecipient which is disallowed by any federal agency and which must be refunded thereto by the County.

**5. PAYMENT (Revised)**

The County shall pay Subrecipient \$37.00 per hour for services, per CJCC not to exceed 30 hours per week, for services provided to the County. Total amount to be paid is not to exceed \$43,580 will coincide with the grant award period that ends June 30, 2023, award # J23-8-040. Otherwise, this contract goes through September 30, 2023.

The Subrecipient shall submit to the Rockdale County Judicial Circuit Court a bi-monthly statement showing the dates and times worked, a brief description of the services provided, the total number of hours worked, the hourly rate of payment and the total amount due. The rate of payment for any services shall not exceed the rate prescribed in this Agreement for provision of services between the County and Subrecipient. Payments will be made according to the accounts payable schedule maintained by the Finance Department.

The County reserves the right to suspend payments should the Subrecipient exceed the amount/hours/rate, fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

**6. PERFORMANCE MONITORING**

The County will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of funds, overseeing compliance with CACJ/CJCC/SAMHSA/DOJ requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the County will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

**7. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with:

- Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- The financial and administrative requirements as set forth the Federal Funding Accountability and Transparency Act of 2006; and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between

the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County.

F. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

G. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of laws provisions.

H. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Rockdale County, Georgia, and the parties agree that venue in such court is appropriate.

**8. PERSONNEL AND PARTICIPANT CONDITIONS**

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the County.

2. Conflict of Interest

No member of the County's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

**9. ENTIRE AGREEMENT**

This Agreement shall and does encompass the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

ROCKDALE COUNTY, GEORGIA

TAMMY D. MYERS

By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

By: Tammy D. Myers  
Tammy D. Myers

Attest:

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Approved as to form:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

**EXHIBIT "A"**  
**FEDERAL FUNDING SOURCES**

**Criminal Justice Coordinating Council**

Grant Number: J23-8-040  
Award Date: 7/1/2022  
FAIN Number: Unknown  
CFDA Number: Unknown  
EIN: 58-6000882-002  
Project Title: Drug Court