

ORIGINAL

REQUISITION FOR PURCHASE ORDER
ROCKDALE COUNTY, GEORGIA

RECEIVED
10-23-24

VSE

SB

2025

VENDOR # 56403 P.O.# C-2023-192-E25

Ship To Address: 1496 Rockbridge Rd., Conyers, GA 30012 - FS#7

VENDOR QUOTATIONS REQUIREMENTS
15,000.00 and OVER - FORMAL BID/RFP PROCEDURE IS REQUIRED
2,500.00 TO 14,999.99 - THREE WRITTEN QUOTES ATTACHED
0.00 TO 2499.99 - ONE PHONE QUOTE (depts required to rotate sources)

Department/ Account	Quantity	Unit	Description	VENDOR #1		VENDOR #2		VENDOR #3	
				UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
100-3520-521200-31	12	Mths	FY25 Contract Renewal for 2023-192 Medical Direction to Oversee RCFR Providing First Responder Medical Services to the Community Issue PO in 2024 for Payments to Start 01/2025 Email to Depart: Dawn.Ludy@rockdalecountyga.gov Email to Depart: Meagan.B.Porch@rockdalecountyga.gov Email to Depart: Valerie.Jackson@rockdalecountyga.gov Email to Vendor: Kjbowersmd@gmail.com	4,000.00	48,000.00				
TOTAL				4,000.00	48,000.00		0.00		0.00

BOC approved
12/12/23
\$48,000.00 same amount this year
Jm

Recommended Source of Supply:
Karen J. Bowers, MD
181 Spence Avenue SE
Atlanta, GA 30317
CONTACT: Karen Bowers PHONE: (678) 591-7280

Requesting Department: Fire Rescue Date Prepared: 10/23/24
Elected Official Department Head: [Signature] Date Required: ASAP

Purchasing Officer Use Only Below Line
Award to be made to: Karen J. Bowers MD
(If not low quotation, indicate reason): Jm 11/3/24

Approved for preparation of Purchase Order
Accounting Officer: [Signature] Date: 11/6/2024

11/26/2024

11/26/2024

REQUISITION FORM Revised 7/08/2015

11-25-24
2024-615

RECEIVED
 NOV 16 2023
 BY: *Purchaser*



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

Type of contract: 1 year Multi-year Single Event **Contract #:** C-2023-192
BOC Approval Date:

<p><input type="checkbox"/> Submission Information</p> <p>Contact Name: Marian McDaniel Department: Rockdale County Fire Rescue</p> <p>Project Title: Medical Director for RCFR</p> <p>Funding Account Number: 100-3520-521200-31 <i>12</i></p> <p>Contract amount: \$48,000.00/Annually Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number: N/A</p>	<p><input type="checkbox"/> Vendor Information</p> <p>Vendor Name: Dr. Karen Bowers <i>KJ Bowers MD, LLC</i></p> <p>Address: 181 Spence Avenue SE Address: Atlanta, GA 30317 Email: <i>Kjbowersmd@gmail.com</i></p> <p>Phone #: (678) 591-7280 Date: <u>12-12-23</u> Contact: Dr. Karen Bowers Initials: <u>DK</u></p> <p>Term of contract: One (1) Year with Automatic Renewals Until Terminated</p>
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BOC APPROVED

Finance Director Signature

I have reviewed the attached contract and the amount is approved for processing.

Michelle Joy
 Signature: _____ Date: 11/28/2023

Procurement Manager Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Jane Malone
 Signature: _____ Date: 11/16/23
By provided

Detailed Summary of Contract:

Medical Direction Services to Oversee RCFR Providing Emergency First Responder Medical Services to the Community & License to the State of Georgia. This Contract is to Replace C-2013-21 for Dr. Stephen Boyle.

Department Head/Elected Official Signature:

[Signature]

Date:

11/16/2023

KJBOWERSMD, LLC
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made and entered into as of December 12, 2023 (the "Effective Date") by and between the County signing in the space for "County" below ("County") and KJBowersMD, LLC ("Contractor"). Each of Contractor and County may be referred to, individually, as a "Party" and, collectively, as the "Parties."

Background

A. Contractor is engaged in the business of providing medical directorship and ambulance consulting services.

B. County is a First Responder service provider in Rockdale County, Georgia.

C. County wishes to engage Contractor and Contractor desires to work for County, each according to the terms of this Agreement.

In consideration of the mutual promises and agreements contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.

1. **Term.** This Agreement shall commence on the Effective Date and shall continue until the first to occur of its expiration or termination (the "Term"). This Agreement shall expire on the day one year from the Effective Date (the "Initial Period"). However, unless either Party gives the other Party written notice of its intention that this Agreement does not renew at least 60 days before the expiration of the then-current Initial Period or Renewal Period, this Agreement shall automatically renew for an additional 12-month period on the day immediately following the expiration date of the previous Initial Period or Renewal Period, as applicable (each, a "Renewal Period"). This Agreement may be renewed for an unlimited number of renewal periods. This Agreement may be terminated by Contractor, immediately, without notice to County, (i) should County fail to compensate Contractor in accordance with Section 3 below or (ii) should County fail to fully cure any breach of either of its respective duties, representations, or warranties arising under this Agreement after receiving a ten (10) day advance written notice from Contractor, reasonably describing such breach.
2. **Responsibilities.** Subject to the other terms of this Agreement, County hereby engages Contractor and Contractor hereby accepts engagement with County to act as a medical advisor to County and provide County with medical direction and training for the County's first responder service personnel in conformance with acceptable emergency medical practices and procedures. Contractor also agrees to (i) in the event County has no Basic or Advanced Life Support protocol manuals, provide the County with BLS and ALS protocol manuals, or (ii) in the event County has existing Basic or Advanced Life Support protocol manuals, review, approve, and amend (where necessary), the existing protocol manuals.
3. **Compensation.** County shall pay Contractor \$4,000.00 for each month of service provided by Contractor under this Agreement and such payment shall be due on or before the 15th day immediately following such period.

4. **Indemnity.** Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Dr. Bowers under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.
5. **Independent Contractor.** The Parties hereto specifically acknowledge and agree that Contractor is an independent contractor and that neither Party intends to enter into an employment arrangement. Contractor shall determine the manner in which her services are performed. County shall not withhold taxes on any compensation paid to Contractor and shall not be obligated to provide Contractor any benefits.
6. **Miscellaneous.**

6.1 **Time.** Time is of the essence of this Agreement.

6.2 **No Assignment.** County may not assign its rights or obligations under this Agreement without the express written consent of Contractor. This Agreement shall be binding on the successors, permitted assigns, and heirs of the Parties.

6.3 **Independent Obligations.** The provisions of this Agreement shall be construed as independent of one another and as obligations distinct from any other contract between Contractor and County. Therefore, should any arbitrator or court of competent jurisdiction declare any provision of this Agreement invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed initially without such provision. Any claim that County may have against Contractor shall not constitute a defense to enforcement by Contractor of this Agreement.

6.4 **Survival.** Sections 4, 5, 6.6, and 6.7 shall survive termination of this Agreement, in accordance with their terms, regardless of who causes the termination and under what circumstances.

6.5 **Exclusive Agreement.** Regardless of any prior representations or statements to the contrary, the Parties intend for this Agreement to be the complete, final, and exclusive expression of their agreement with respect to the subject matter set forth herein, which includes Contractor's engagement (and the terms thereof) with County. As such, this Agreement supersedes any and all prior agreements regarding the subject matter set forth herein, which includes Contractor's engagement (and the terms thereof) with County. This Agreement may be modified only by a written instrument signed by both Parties.

6.6 **Governing Law; Construction.** THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED BY AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA (EXCEPT TO THE EXTENT THAT ITS CHOICE OF LAWS RULES WOULD APPLY THE LAWS OF ANOTHER JURISDICTION). No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any arbitrator, court, or other governmental or judicial authority by reason of such Party or its counsel having or being deemed to have structured or drafted such provision.

6.7 **Jurisdiction and Venue; Waiver.** Each Party expressly consents to the jurisdiction and venue of the State and Superior Courts of Rockdale County, Georgia and of the United States District Court for the Northern District of Georgia, Atlanta Division for all purposes in connection herewith and for any action between the Parties. Any judicial proceeding by Contractor against County or

County against Contractor shall be brought only in the Superior Court of Rockdale County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Regardless of the foregoing, enforcement of any judgment may be entered in or enforced by any court having competent jurisdiction over the Party against whom enforcement of the award or judgment is sought. Each Party waives any objection to jurisdiction and venue of any action instituted hereon and shall not assert any defense based on lack of jurisdiction, venue, or based upon forum non conveniens.

6.8 Headings. The section headings in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement. Unless otherwise specified to the contrary, all references to section and clause headings are references to the corresponding sections and clauses of this Agreement.

6.9 Waiver. The waiver by any Party of a default or breach of any section, clause, or provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or different section, clause, or provision by any Party. No waiver of this Agreement or any covenant, condition or limitation contained herein shall be valid unless in writing and signed by the Party waiving same.

6.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Facsimiles of signatures shall have the same effect as the original signatures thereof.

6.11 Representation and Warranties. Each Party represents and warrants that: (i) it is duly organized and validly existing under the laws of the state of Georgia and (ii) it has the requisite corporate authority to execute and deliver this Agreement and perform its obligations hereunder.

6.12 Insurance. Contractor shall maintain insurance throughout the term of this Agreement that is consistent with industry standards.


~THIS SECTION INTENTIONALLY LEFT BLANK~

The Parties have executed this Agreement as of the Effective Date.

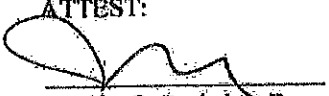
ROCKDALE COUNTY

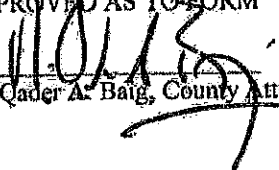
KJBowersMD, LLC

By: 
Osborn Nesbitt III, Chairman

By: 
Name: Karen Bowers, M.D.
Address:
Federal Tax I.D.#

Additional Signatories to the Agreement:

ATTEST:

Jennifer O. Rutledge, Executive
Director/County Clerk

APPROVED AS TO FORM

M. Qader A. Baig, County Attorney