

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

October 18, 2011

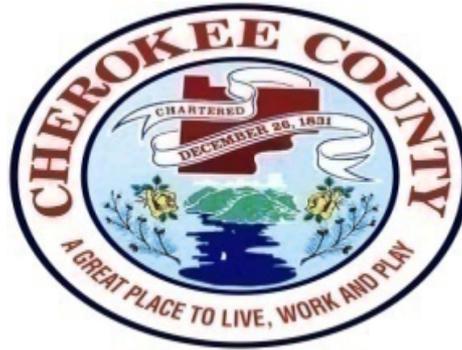
3:00 p.m.

Cherokee Hall

AGENDA

1. Financial Update by Janelle Funk
2. Presentation by Bryce Holcomb w/Citibank – Parks Bond Update / Drawdown Options
3. Discussion of Regular Agenda Items

Executive Session to Follow



Cherokee County Board of Commissioners

MONTHLY FINANCIAL UPDATE

SEPTEMBER 2011



September 2011

Executive Summary - Revenues

YTD Revenue on Target. Notes About Forecast:

General Fund – Expect to Achieve Budget

- Business licenses - forecast below budget
- Landfill fees – forecast below budget
- Fines & Forfeitures & Prisoner Housing Fees – offsetting these
- Blalock Land Sale completed in October
- Millage rate increase will deliver more revenue than budget (already anticipated - will cover 2012 Budget)

E911 Fund

- E911 Revenue slightly less than budget, but reserves available - and next year expect new revenues from prepaid phone cards

Insurance Premium Tax Fund

- Population increased, so our revenue increased

Transportation Fund

- Expected to be \$111,000 underbudget

DATE/Victim-Witness/DUI Court/Jail Fund

- Funds supported by Fine & Forfeitures expected to be slightly over budget



September 2011

Executive Summary - Revenues

Fire Fund

- Millage rate increase will deliver more revenue – but already anticipated

Hotel/Motel Tax Fund

- Hotel/Motel tax up 18% over 2010
- Indicates our county hotels are growing their revenues
- Hotels have thanked the Conference Center for driving business

Impact Fee Fund

- Revenue slightly under-budget, but no expenses projected

SPLOST V Fund

- SPLOST Taxes on target to reach budget

Conference Center Fund

- Facility rental + 20%; operation expected to earn profit

EMS Fund

- Gross billings could be lower, but cash collections are on-target

**Bottom Line: We should achieve our revenue budget in 2011.
This ensures Expenditures do not exceed Revenues.**



September 2011

Executive Summary - Expenses

YTD Expenses on Target. No new variances. Forecasting to trim other areas to ensure 2011 Budget is not exceeded.

Fuel & Electricity

- Expected to exceed 2011 Budget.
- Increase assumed when 2011 millage rate adopted.

Workers Comp

- Current forecast \$519k over-budget
- General Fund OK, Fire Fund \$200k, EMS Fund \$137k, Fleet \$110k, SPLOST \$106k
- Funds cutting/delaying other expenses to ensure workers comp claims do not cause total budget to be exceeded.
- Expected improvement built into 2011 millage rate.

**Bottom Line: We should not exceed our Expenditure budget in 2011.
This ensures our Revenues will cover our Expenditures.**

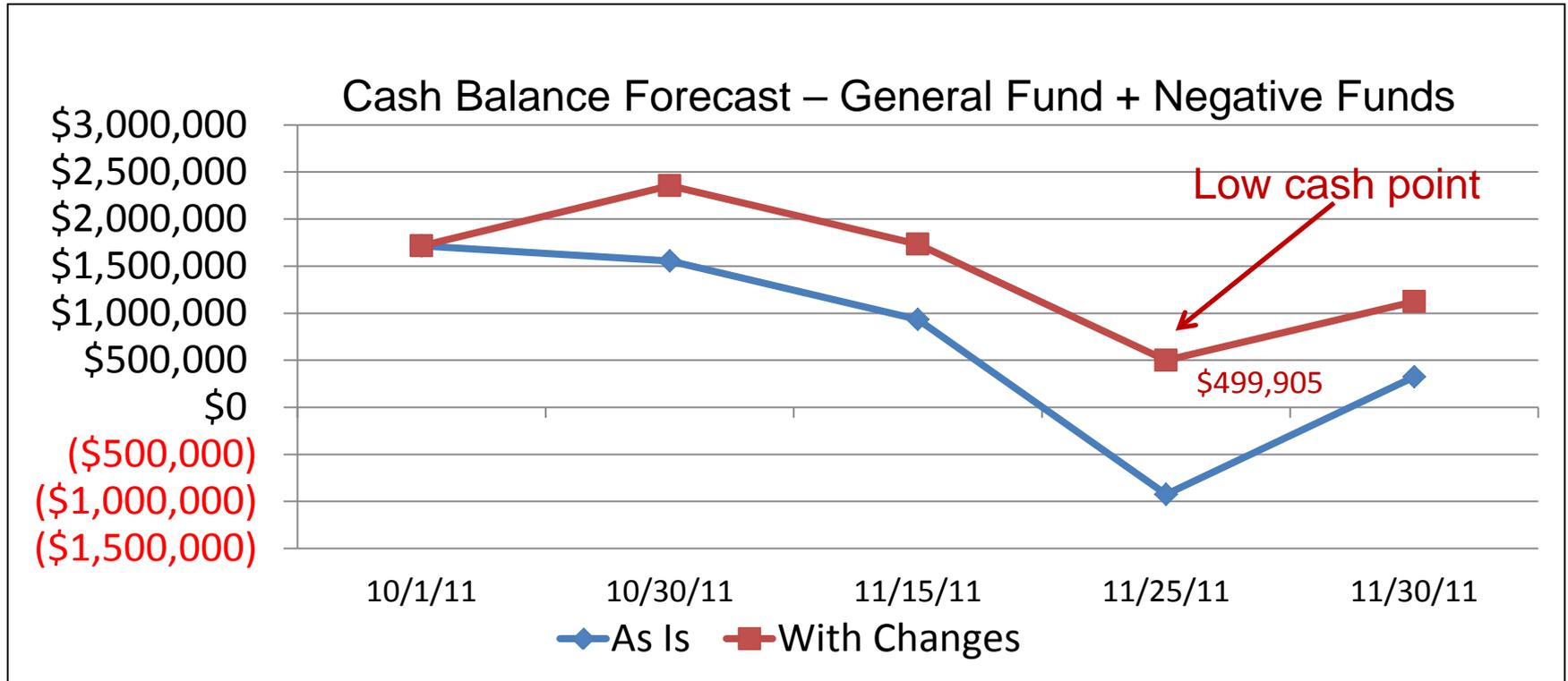


September 2011 Financial Highlights

- **Personnel costs are higher in September – but this is due to ISRP payouts of \$1.1M (\$0.2M accrued vacation, \$0.8M severance)**
 - Positions will remain vacant through the end of the year to partially offset this payout – and savings from these vacancies will be realized in future years
- **Actual General Fund Cash \$2.4M > Original Cash Budget \$1.8M (+\$655k)**
 - All departments closely monitoring budgets, getting by with less than normally required
 - Property tax bills mailed September 13th
 - October tax collection forecast = \$1.8M, October collections at 10/15 = \$1.3M
 - Blalock land sale completed in October, adding \$1.5M one-time revenue to General Fund cash
 - Now planning to barely avoid negative cash position in 2011
- **Insurance & Benefits Fund has a \$265k YTD positive fund balance (related to current year results)**
 - September claims appear significantly higher – but this is because most months include 4 weeks of claims, September includes 5 weeks
- **EMS Fund has achieved positive cash balance of \$82k**
 - Cash collections increased significantly in August & September
 - Expect to achieve 2011 Budget – perhaps with slightly lower General Fund transfer
 - However, expecting General Fund transfer to Transportation to be higher than budget



General Fund Negative Cash Analysis



- We had forecast cash to be negative \$925k in last week of November until Tax Commissioner check was received to cure negative position.
- Insurance Premium Tax > Budget, therefore General Fund cash to increase + \$800k
- Tax Commissioner agreed to issue weekly checks in November (rather than bi-weekly). This should allow us to avoid negative cash .



September 2011 Bottom Line

Mostly positive news but remember the 2011 Budget is being achieved with one time items, AND:

- General Fund will barely avoid negative cash. No reserves remaining.
- Transportation Fund must be addressed. Without changes the General Fund will need to cover this fund – and with no reserves remaining this is not possible.
- Fire Fund cash balance also forecast to be fully utilized with 2011 expenses – indicating no reserves remaining.
- Insurance & Benefits Fund Balance in comparison to expenses is 2.6%. Recommended balance is 16% - 17% (to protect against high claims and be able to consider new TPA).
- 2012 Budget expected to again be funded by \$3.0M of one-time items:
 - Sale of Admin Building (still TBD)
 - Using final credit in Pension Fund to significantly reduce 2012 pension funding
 - Utilizing Jail Fund totaling \$1,126,000, rather than historical \$275,000



Status Summary and Action Plan

Metric	Status	Action Plan
Cash Position		In total – the County is currently able to meet commitments
General Fund - Cash Forecast		<ul style="list-style-type: none"> • Each year low point decreases • Expect negative cash in General Fund in mid-November 2011 • Other funds available for short term transfers, but need long-term fix
Revenue YTD		<ul style="list-style-type: none"> • YTD Receipts related to revenue materially on target
Revenue Forecast		<ul style="list-style-type: none"> • 2011 Budget < 2010 Budget ~ \$6M • General Fund 2011 Budget requires Use of Reserves of \$0.8M • Budgeted risk in property tax collection assumption – covered by millage rate increase. Excess to be saved in reserves. • Revenue will cover 2011 expenditures, but using One-Time items in 2012 will put significant pressure on 2013.
Expenditures 2011		<ul style="list-style-type: none"> • YTD expenses materially on target • Some variances to budget, but most appear to be timing issues
Expenditures Forecast		<ul style="list-style-type: none"> • Risk for gasoline, utilities, and workers' comp • All areas will be monitored to determine if underspending in other areas is needed
Headcount		<ul style="list-style-type: none"> • Personnel Costs on target • Headcount below budget, and process for hiring is tightly controlled



Cherokee County (GA)

General Obligation Bonds for Parks and Green Space – Additional Information

Remaining G.O. Bonds Authorization

The County has \$34.2 million of the original \$90 million voter approved G.O. Bond authorization remaining.

Maturity	Amount Authorized	Series 2009 Bonds	Remaining Authorization	Series 2010 Bonds	Remaining Authorization for Series 2012 Bonds
4/1/2010	\$2,945,000	\$2,945,000	\$0	\$0	\$0
4/1/2011	3,050,000	3,050,000	0	0	0
4/1/2012	3,160,000	1,560,000	1,600,000	0	1,600,000
4/1/2013	3,270,000	1,600,000	1,670,000	0	1,670,000
4/1/2014	3,400,000	1,635,000	1,765,000	350,000	1,415,000
4/1/2015	3,535,000	1,680,000	1,855,000	450,000	1,405,000
4/1/2016	3,680,000	1,725,000	1,955,000	550,000	1,405,000
4/1/2017	3,830,000	1,775,000	2,055,000	650,000	1,405,000
4/1/2018	3,985,000	1,830,000	2,155,000	750,000	1,405,000
4/1/2019	4,150,000	1,905,000	2,245,000	850,000	1,395,000
4/1/2020	4,345,000	2,005,000	2,340,000	950,000	1,390,000
4/1/2021	4,570,000	2,105,000	2,465,000	1,050,000	1,415,000
4/1/2022	4,805,000	2,215,000	2,590,000	1,150,000	1,440,000
4/1/2023	5,050,000	2,330,000	2,720,000	1,250,000	1,470,000
4/1/2024	5,310,000	2,450,000	2,860,000	1,317,000	1,543,000
4/1/2025	5,580,000	2,575,000	3,005,000	1,450,000	1,555,000
4/1/2026	5,865,000	2,705,000	3,160,000		3,160,000
4/1/2027	6,170,000	2,835,000	3,335,000		3,335,000
4/1/2028	6,485,000	2,970,000	3,515,000		3,515,000
4/1/2029	6,815,000	3,105,000	3,710,000		3,710,000
Total	\$90,000,000	\$45,000,000	\$45,000,000	\$10,767,000	\$34,233,000

Assumptions for Updated Analysis

The general assumptions used for the presented analysis are conservative for planning purposes.

- Dated/Delivery dates of February 1, 2012, August 1, 2013 and February 1, 2015
- Interest Rate assumptions used for each series of Bonds are as follows:
 - Series 2012: 2.00%
 - Series 2013: 2.50%
 - Series 2015: 3.00%
- Bonds mature on April 1 consistent with the previously approved amortization schedule
- Interest pays on April 1 and October 1
- Series 2012 Bond debt service is wrapped around existing Series 2009 and Series 2010 Bonds debt service

Bond Proceeds – Split Issuances With No Millage Cap

The amount of project proceeds the County could generate with three separate issuances of Series 2012, Series 2013 & Series 2015 Bonds assuming issuance dates 18 months apart is examined below.

- Assuming the County issues all of the remaining authorized G.O. Bonds, the required bond millage rate would range between 0.70-0.93 mills assuming the 2011 Net G.O. Bond tax digest

FY End	2012 Prin.	2012 DS	Remaining Authorized Amortization				Existing DS	Agg DS	@ 0.75 Mills	Savings	Required Mills	
			2013 Prin.	2013 DS	2015 Prin.	2015 DS						
12/31/2012	1,600,000	1,736,133					3,441,555	5,177,688	5,575,810	398,122	0.696	
12/31/2013	1,670,000	1,849,500	0	47,542			3,442,155	5,339,197	5,575,810	236,613	0.718	
12/31/2014	1,235,000	1,385,450	180,000	463,000			3,786,367	5,634,817	5,575,810	-59,007	0.758	
12/31/2015	1,155,000	1,281,550	200,000	478,250	50,000	277,450	3,879,986	5,917,236	5,575,810	-341,426	0.796	
12/31/2016	1,155,000	1,258,450	200,000	473,250	50,000	390,050	3,967,837	6,089,587	5,575,810	-513,777	0.819	
12/31/2017	1,155,000	1,235,350	200,000	468,250	50,000	388,550	4,052,577	6,144,727	5,575,810	-568,917	0.827	
12/31/2018	1,155,000	1,212,250	200,000	463,250	50,000	387,050	4,133,813	6,196,363	5,575,810	-620,553	0.833	
12/31/2019	1,145,000	1,179,250	200,000	458,250	50,000	385,550	4,211,562	6,234,612	5,575,810	-658,802	0.839	
12/31/2020	1,140,000	1,151,400	200,000	453,250	50,000	384,050	4,291,438	6,280,138	5,575,810	-704,328	0.845	
12/31/2021			1,365,000	1,598,688	50,000	382,550	4,363,828	6,345,066	5,575,810	-769,256	0.853	
12/31/2022			1,340,000	1,539,875	100,000	430,300	4,438,482	6,408,657	5,575,810	-832,847	0.862	
12/31/2023			1,370,000	1,536,000	100,000	427,300	4,510,025	6,473,325	5,575,810	-897,515	0.871	
12/31/2024			1,440,000	1,570,875	100,000	424,300	4,545,617	6,540,792	5,575,810	-964,982	0.880	
12/31/2025			1,455,000	1,549,688	100,000	421,300	4,643,599	6,614,586	5,575,810	-1,038,776	0.890	
12/31/2026			3,060,000	3,098,250	100,000	418,300	3,173,575	6,690,125	5,575,810	-1,114,315	0.900	
12/31/2027						3,335,000	3,601,775	3,172,163	6,773,938	5,575,810	-1,198,128	0.911
12/31/2028						3,515,000	3,679,025	3,176,550	6,855,575	5,575,810	-1,279,765	0.922
12/31/2029						3,710,000	3,765,650	3,174,863	6,940,513	5,575,810	-1,364,703	0.934
Total	11,410,000	12,289,333	11,410,000	14,198,417	11,410,000	15,763,200	70,405,991	112,656,941	100,364,580	-12,292,361		

Bond Summary Statistics	
Dated / Delivery	2/1/2012, 8/1/2013, 2/1/2015 (18 Month Increments)
Interest Rates	Series 2012: 2.0%, Series 2013: 2.5%, Series 2015: 3.0%
Combined Par	34,230,000
All-In TIC	2.793%
Project Fund Proceeds	\$33,855,182

Bond Proceeds – Split Issuances With 0.85 Millage Cap

The amount of project proceeds the County could generate with three separate issuances of Series 2012, Series 2013 & Series 2015 Bonds assuming issuance dates 18 months apart is examined below.

- Assuming a millage rate of 0.85 mills and the 2011 Net G.O. Bond tax digest, the County can generate \$31.5 million of proceeds for parks projects
 - This equates to about \$770,000 of additional proceeds versus one bond issuance in 2012
 - Subject to future tax digest valuations and market conditions in 2013 and 2015

Capacity Analysis @ 0.85 Mills											
FY End	2012 Prin.	2012 DS	2013 Prin.	2013 DS	2015 Prin.	2015 DS	Existing DS	Agg DS	@ 0.85 Mills	Savings	Required Mills
12/31/2012	1,600,000	1,736,133					3,441,555	5,177,688	6,319,251	1,141,563	0.696
12/31/2013	1,670,000	1,849,500	0	44,042			3,442,155	5,335,697	6,319,251	983,554	0.718
12/31/2014	1,235,000	1,385,450	180,000	442,000			3,786,367	5,613,817	6,319,251	705,434	0.755
12/31/2015	1,155,000	1,281,550	200,000	457,250	50,000	246,550	3,879,986	5,865,336	6,319,251	453,915	0.789
12/31/2016	1,155,000	1,258,450	200,000	452,250	50,000	343,700	3,967,837	6,022,237	6,319,251	297,014	0.810
12/31/2017	1,155,000	1,235,350	200,000	447,250	50,000	342,200	4,052,577	6,077,377	6,319,251	241,874	0.817
12/31/2018	1,155,000	1,212,250	200,000	442,250	50,000	340,700	4,133,813	6,129,013	6,319,251	190,238	0.824
12/31/2019	1,145,000	1,179,250	200,000	437,250	50,000	339,200	4,211,562	6,167,262	6,319,251	151,989	0.830
12/31/2020	1,140,000	1,151,400	200,000	432,250	50,000	337,700	4,291,438	6,212,788	6,319,251	106,463	0.836
12/31/2021			1,365,000	1,577,688	50,000	336,200	4,363,828	6,277,716	6,319,251	41,535	0.844
12/31/2022			1,315,000	1,494,188	100,000	383,950	4,438,482	6,316,620	6,319,251	2,631	0.850
12/31/2023			1,280,000	1,426,750	100,000	380,950	4,510,025	6,317,725	6,319,251	1,526	0.850
12/31/2024			1,280,000	1,394,750	100,000	377,950	4,545,617	6,318,317	6,319,251	934	0.850
12/31/2025			1,215,000	1,298,563	100,000	374,950	4,643,599	6,317,111	6,319,251	2,140	0.850
12/31/2026			2,735,000	2,769,188	100,000	371,950	3,173,575	6,314,713	6,319,251	4,539	0.849
12/31/2027					2,920,000	3,146,650	3,172,163	6,318,813	6,319,251	439	0.850
12/31/2028					3,000,000	3,137,850	3,176,550	6,314,400	6,319,251	4,851	0.849
12/31/2029					3,095,000	3,141,425	3,174,863	6,316,288	6,319,251	2,964	0.850
Total	11,410,000	12,289,333	10,570,000	13,115,667	9,865,000	13,601,925	70,405,991	109,412,916	113,746,518	4,333,602	

Bond Summary Statistics	
Dated / Delivery	2/1/2012, 8/1/2013, 2/1/2015 (18 Month Increments)
Interest Rates	Series 2012: 2.0%, Series 2013: 2.5%, Series 2015: 3.0%
Combined Par	31,845,000
Combined All-In TIC	2.778%
Combined Project Fund Proceeds	\$31,496,297

Bond Proceeds – Split Issuances With 0.75 Millage Cap

The amount of project proceeds the County could generate with three separate issuances of Series 2012, Series 2013 & Series 2015 Bonds assuming issuance dates 18 months apart is examined below.

- Assuming a millage rate of 0.75 mills and the 2011 Net G.O. Bond tax digest, the County can generate \$23.7 million of proceeds for parks projects
 - This equates to about \$1.8 million of additional proceeds versus one bond issuance in 2012 (as previously examined)
 - Subject to future tax digest valuations and market conditions in 2013 and 2015

Capacity Analysis @ 0.75 Mills											
FY End	2012 Prin.	2012 DS	2013 Prin.	2013 DS	2015 Prin.	2015 DS	Existing DS	Agg DS	@ 0.75 Mills	Savings	Required Mills
12/31/2012	1,600,000	1,690,733					3,441,555	5,132,288	5,575,810	443,522	0.690
12/31/2013	1,670,000	1,781,400	0	33,250			3,442,155	5,256,805	5,575,810	319,005	0.707
12/31/2014	1,135,000	1,218,350	280,000	476,000			3,786,367	5,480,717	5,575,810	95,093	0.737
12/31/2015	935,000	997,650	300,000	488,750	50,000	208,950	3,879,986	5,575,336	5,575,810	474	0.750
12/31/2016	790,000	835,400	300,000	481,250	50,000	287,300	3,967,837	5,571,787	5,575,810	4,023	0.749
12/31/2017	680,000	710,700	300,000	473,750	100,000	335,050	4,052,577	5,572,077	5,575,810	3,733	0.749
12/31/2018	625,000	642,650	300,000	466,250	100,000	332,050	4,133,813	5,574,763	5,575,810	1,047	0.750
12/31/2019	570,000	575,700	300,000	458,750	100,000	329,050	4,211,562	5,575,062	5,575,810	748	0.750
12/31/2020			810,000	954,875	100,000	326,050	4,291,438	5,572,363	5,575,810	3,447	0.750
12/31/2021			760,000	885,250	100,000	323,050	4,363,828	5,572,128	5,575,810	3,682	0.750
12/31/2022			710,000	816,875	100,000	320,050	4,438,482	5,575,407	5,575,810	403	0.750
12/31/2023			655,000	744,813	100,000	317,050	4,510,025	5,571,888	5,575,810	3,922	0.749
12/31/2024			640,000	713,625	100,000	314,050	4,545,617	5,573,292	5,575,810	2,518	0.750
12/31/2025			560,000	618,625	100,000	311,050	4,643,599	5,573,274	5,575,810	2,537	0.750
12/31/2026			2,065,000	2,090,813	100,000	308,050	3,173,575	5,572,438	5,575,810	3,373	0.750
12/31/2027					2,230,000	2,403,100	3,172,163	5,575,263	5,575,810	548	0.750
12/31/2028					2,290,000	2,395,300	3,176,550	5,571,850	5,575,810	3,960	0.749
12/31/2029					2,365,000	2,400,475	3,174,863	5,575,338	5,575,810	473	0.750
Total	8,005,000	8,452,583	7,980,000	9,702,875	7,985,000	10,910,625	70,405,991	99,472,074	100,364,580	892,506	

Bond Summary Statistics	
Dated / Delivery	2/1/2012, 8/1/2013, 2/1/2015 (18 Month Increments)
Interest Rates	Series 2012: 2.0%, Series 2013: 2.5%, Series 2015: 3.0%
Combined Par	23,970,000
Combined All-In TIC	2.841%
Combined Project Fund Proceeds	\$23,707,529

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In January 2007, Citi released a Climate Change Position Statement, the first US financial institution to do so. As a sustainability leader in the financial sector, Citi has taken concrete steps to address this important issue of climate change by: (a) targeting \$50 billion over 10 years to address global climate change: includes significant increases in investment and financing of alternative energy, clean technology, and other carbon-emission reduction activities; (b) committing to reduce GHG emissions of all Citi owned and leased properties around the world by 10% by 2011; (c) purchasing more than 52,000 MWh of green (carbon neutral) power for our operations in 2006; (d) creating Sustainable Development Investments (SDI) that makes private equity investments in renewable energy and clean technologies; (e) providing lending and investing services to clients for renewable energy development and projects; (f) producing equity research related to climate issues that helps to inform investors on risks and opportunities associated with the issue; and (g) engaging with a broad range of stakeholders on the issue of climate change to help advance understanding and solutions.

Citi works with its clients in greenhouse gas intensive industries to evaluate emerging risks from climate change and, where appropriate, to mitigate those risks.

efficiency, renewable energy & mitigation

AGENDA

Cherokee County Board of Commissioners

October 18, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

CALL TO ORDER

CHAIRMAN AHRENS

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

PROCLAMATION

Proclaiming October 29, 2011 as DUI / Drug Court day in honor of the contributions made and profound results in reducing drug usage and crime.

Proclaiming October as National Community Planning Month.

AMENDMENTS TO AGENDA

1. Remove Presentation from FBI; 2. Add proclamation for National Community Planning Month; 3. Add announcement of Health Department Flu Shot Clinic.

ANNOUNCEMENTS

1. The outdoor Burn Ban is lifted until May 2012. Must obtain daily burn permit. For more information, call 1-800-GA TREES.
2. CHEROKEE COUNTY HEALTH DEPARTMENT STAFF WILL CONDUCT A FLU SHOT CLINIC ON WEDNESDAY, OCTOBER 19TH FROM 12 TO 3 PM AT CHEROKEE RECREATION AND PARKS AGENCY AT 7545 NORTH MAIN STREET IN WOODSTOCK. REGULAR FLU VACCINE WILL BE OFFERED FOR \$20 AND HIGH DOSE FLU VACCINE WILL BE OFFERED TO PEOPLE AGE 65 AND OLDER FOR \$52. CALL FOR MORE INFORMATION AT (770) 345-7371.
3. Old Mill Road between SR20 and Arbor Hill Road will be closed to through traffic for reconstruction from Monday 10/10/11 at 8am - Friday 10/21/11 at 5pm.
RESIDENTS ONLY WILL BE ALLOWED IN CONSTRUCTION AREA
There will be a posted detour. Questions regarding the road closure should be directed to the Roads & Bridges Department at 770-345-5842.
4. Cherokee Friends of Recovery is hosting their 2nd annual 5K fun run (Twilight Run F.O.R. Cherokee) at Hobgood Park on Saturday, October 29 at 8:00 p.m. The event is to promote public awareness of the DUI/Drug Treatment Court which helps rehabilitate habitual drunk drivers. Proceeds to benefit Cherokee Friends of Recovery Foundation, Inc.

5. The Georgia Department of Transportation announces that Water Tank Road will be closed to through traffic at the western intersection with SR 20 from September 5 to October 26, 2011, for intersection reconstruction and realignment associated with the SR 20 improvement project. Questions regarding the detour should be directed to the Georgia Department of Transportation at 770-387-3680.

6. **Electronics Recycling Day is coming!** On Saturday, October 29, 2011 from 9 a.m. to 1 p.m. at the Cherokee County Administration Building located at 1130 Bluffs Parkway. This event is made possible by Cherokee County, RecycleTronics, and Waste Management. For more information, please call (404) 394-9601.

APPROVAL OF WORK SESSION MINUTES FROM October 4, 2011.

APPROVAL OF REGULAR MEETING MINUTES FROM October 4, 2011.

PUBLIC COMMENT

PUBLIC HEARING

None

ZONING CASES

CASE NUMBER	: 11-10-012
APPLICANT	: Northwest Investments, Inc.
ZONING CHANGE	: R-40 to GC
LOCATION	: Parkbrooke Drive & Bus Shop Road
MAP & PARCEL NUMBER	: 15N05, 216
ACRES	: 0.97
PROPOSED DEVELOPMENT	: Auto Mechanic Business
COMMISSION DISTRICT	: 4
FUTURE DEVELOPMENT MAP	: Suburban Growth
PLANNING COMMISSION RECOMMENDATION	: Approval with the condition that there
shall be no storage of junk vehicles	

CASE NUMBER	: 11-10-013
APPLICANT	: Valentina Caldwell
ZONING CHANGE	: OI to GC
LOCATION	: 9220 Hickory Flat Hwy
MAP & PARCEL NUMBER	: 02N03, 167
ACRES	: 0.87
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Neighborhood Village

PLANNING COMMISSION RECOMMENDATION : Approval of NC (Neighborhood Commercial)

CASE NUMBER : 11-10-014
APPLICANT : Thomas O. Owens
ZONING CHANGE : GC to R-40
LOCATION : 266 Charles Cox Drive
MAP & PARCEL NUMBER : 02N02, 081
ACRES : 1.0 +/-
PROPOSED DEVELOPMENT : Single Family Residential Use
COMMISSION DISTRICT : 2
FUTURE DEVELOPMENT MAP : Community Village Node Over Suburban Growth

PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Requesting adoption of a resolution of recognition supporting the relocation of Northside Hospital Cherokee.
- B. Recommendation of appointment of Tandra Mackey to the Region 1 DBHDD Planning Committee.

COMMISSION POST 1

HARRY B. JOHNSTON

- A. All-way Stops on Water Tank Road

Only about 55% of residents responded in favor of installing these all-way stops. Since this did not meet the 90% majority we wanted before doing so, no further action is proposed on these signs.

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

1. Consideration of a proposal from Martin-Robbins Fence Company, Inc. for the installation of guardrail along portions of Soap Creek Road in the amount of \$34,901.20. Two bids received, the other was for \$57,272.20.
 2. Consideration of an agreement regarding exchange of right-of-way areas between Cherokee County and Advance Holdings/Holly Springs, LLC for East Rope Mill Lane and consideration of Development Agreement between Cherokee County and Advance Holdings/Holly Springs, LLC for reconstruction of East Rope Mill Lane.
 3. Consideration of a proposal from Atlanta Hawks for Cherokee Youth Basketball uniforms. Atlanta Hawks provided the lowest of five proposals in the amount of \$22.50 per uniform. The second lowest proposal was for \$23.49 per uniform from Chandler Graphics.
 4. Requesting authorization to transfer funds of \$16,022.50 from Insurance Recovery to Fire Operations Vehicle Maintenance.
 5. Requesting approval of the first amendment to the ARC FY2012 budget contract. Cherokee County Senior Services received newly allocated no-match funding in the amount of \$10,000. Requesting a budget transfer to assign newly allocated funding and to transfer existing funding between services in the amount of \$11,000.
 6. Requesting a budget amendment in the amount of \$7,500 for Purchase of Services Juvenile Offenders Program Grant awarded to the County. This is a non-matching grant to be used for psychological evaluations for the grant year October 1, 2011 to September 30, 2012.
 7. Requesting approval of a budget amendment to include new grant monies for FY2011. The Sheriff's Office was awarded a 50/50 grant from the Bureau of Justice in the amount of \$10,527.44 for the purchase of bullet proof vests with \$5,263.72 being reimbursable from the granting agency. Requesting to increase the budget by \$5,263.72 to include the grant revenue.
-

COUNTY MANAGER

8. Requesting approval of Intergovernmental Agreement with the City of Ball Ground to install radio equipment on the Ball Ground water tank to improve coverage in Ball Ground and surrounding areas. The amount budgeted for the installation is \$68,799.72 from SPLOST funds. Agreement is contingent upon review and approval of County Attorney.
9. Requesting acceptance of the PY 2010 Home Investment Partnership Act Grant Funds from the Georgia Urban County Consortium (GUCC) in the amount of \$261,884 and to issue a Subrecipient Agreement to Cherokee County's Community Housing Development Corporation (CHDO), North Georgia Community Housing Development Corporation in the amount of \$55,134 for the development of Affordable Housing.
10. Requesting approval of a continuation application for Stop VAWA Criminal Justice System Improvement (CJSI) Grant. Federal award is \$80,000 for 2012 with a required match of \$26,666 which is satisfied with existing personnel; match will not require any new county funds.
11. Consider approval of Professional Services Agreement (PSA) with CHN for Wellness Program.
12. Consider amendment to the City of Nelson Fire Services Agreement to remove the 3 mill cap on the Fire District rate to a rate not to exceed the fire district millage rate for unincorporated Cherokee County.

COUNTY ATTORNEY

13. Requesting final approval for a non-profit event temporary alcohol pouring license for "Tomorrow's Luminaries Foundation" on Sunday, October 30, 2011 from noon to 4:00 p.m. at the Chuckkar Farm Polo Club located on Little River Way.

ADJOURN

Whereas, Cherokee DUI/Drug Treatment Court combines judicial accountability and research-driven practices to effectively intervene against substance abuse and related crime; and

Whereas, The judge, prosecutor, defense attorney, substance abuse treatment and rehabilitation professionals, law enforcement and probation personnel, program directors, community leaders, Cherokee Friends of Recovery Foundation, and others dedicated to the movement have had a profound impact within their communities; and

Whereas, The Cherokee DUI/Drug Treatment Court has a proven track record in the rehabilitation of program participants providing the community with productive citizens and healthier lifestyles; and

Whereas, The 29th day of October in the year of 2011, marks "Cherokee DUI/Drug Treatment Day" in Cherokee County, Georgia which celebrates the promise of recovery and the restoration of hope to drug court graduates and their families.

Now, Therefore, On behalf of the Cherokee County Board of Commissioners, I, L. B. "Buzz" Ahrens, Commission Chairman DO HEREBY PROCLAIM the 29th Day of October in the year of 2011 as

Cherokee DUI/Drug Treatment Court Day

In Cherokee County, Georgia, and I do hereby urge all citizens to recognize the practitioners and participants who make drug courts work and the significant contributions that drug courts have made, and continue to make in the reducing drug usage and crime.

In Witness Whereof, I have hereunto set my hand, and cause the Great Seal of Cherokee County, Georgia to be affixed this 29th day of October, in the year of our Lord Two Thousand Eleven.

Attest:
(Seal)

Chairman, Cherokee County Board of Commissioners

AMENDMENTS TO AGENDA

1. Remove Presentation from FBI
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3. Add announcement of Health Department Flu Shot Clinic.

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CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

MINUTES

October 4, 2011

The Chairman began the meeting at 3:07 with all board members present. He started by reading several motivational quotes and proverbs.

1. Resolution Request in support of Ed SPLOST

The Chairman stated that he recently received a request and that they may or may not want to consider amending the agenda to add the topic. He said he received communication in reference to the Ed SPLOST asking if the Board of Commissioners would sign a resolution of support of that renewal. He said that in his opinion, and he did seek the advice of one of our ACCG members, the request is much more in the tone of advocating rather than educating people about it. He also said that they were being asked to do this in a public forum in their rolls as commissioners on county time as opposed to being out at a location where they may individually have a point of view. He said it was purposely not put on the agenda because of just receiving the request.

Angie Davis said to the extent that ACCG offered that advice, and that it is grounded in that there is a prohibition against the use of tax payer funds to market or advance a particular ballot initiative, she agreed.

Commissioner Johnston asked that if the law is stating we can't use county resources, would that necessarily preclude us from signing a resolution of support since that is not requiring county resources.

Angie Davis advised that since a state-wide organization offered advice against it that she has to agree because it is a thin line between advocating

for the renewal and being informative and that each commissioner can speak individually. She also stated that while we aren't spending money, we are sitting at a tax payer funded forum.

Commissioner Bosch stated that we are actually showing support by voting on it and that she agrees that it's a really close line.

Commissioner Johnston asked that if he or any of the other commissioners were at a location speaking, would they be precluded from promoting it in that capacity? Angie responded that as long as it was not a county funded event and not using county resources for materials, flyers, etc. that in her opinion it should be fine.

The Chairman stated that it could actually be deemed using county resources to vote on it and Commissioner Bosch used the example of 'county building, county lights'.

2. **Amendment for Early Voting Announcement**

Chairman Ahrens asked to amend the agenda to make the announcement that early voting begins the date of our next meeting, October 18 to October 31. Commissioner Bosch mentioned that she learned yesterday at ACCG that qualifying has been moved to May 23.

3. **Amendment to add a Proclamation to the Agenda for Red Ribbon Week**

The Chairman said that we received a request for an additional proclamation from the Young Marine Corp League requesting to designate October 23 through October 31 as Red Ribbon Week against illicit drug use.

4. **Public Hearing – Pain Clinic Ordinance**

Angie Davis said that in the materials tonight they received a clean copy of the revised Pain Clinic Ordinance draft. She noted that the changes since the last draft were mostly for clarity such as establishing more clearly who the applicant is and who they intend to maintain the DEA number and the License number. She mentioned that the biggest hurdle is that state law does not allow us to regulate the clinics so the only monitoring we can do is through the Occupation Tax Permit by asking for addition information on the application.

Chairman Ahrens asked if we've seen a lot of jurisdictions stepping up to address pain clinics.

Commissioner Bosch asked if any cities besides Holly Springs were working on addressing the pain clinics. The Chairman responded that Woodstock is.

5. **Public Hearing – Amusement Activity Ordinance (Special Events)**

Jeff Watkins presented a slide show outlining the need for updating the ordinance to provide better customer service. The current process is that people will go to various departments for approval of an event. The new process would allow customers to come to one place, The DSC and the application would then go through the workflow for proper approval and notification to appropriate departments.

Commissioner Bosch mentioned the discrepancy between the handout stating \$30 and the slideshow says \$50 for the permit fee. Jeff Watkins said that the fee is \$50 per the recently approved fee increase.

Commissioner Bosch also asked did the ordinance address parking on highways, etc. interrupting the normal flow of traffic. Jeff Watkins said that there may be instances where more services are needed such as Sheriff's Office for traffic control.

Jeff Watkins summarized by saying this ordinance would codify what they are basically doing now, but with consistency and speeding up the process.

Commissioner Bosch read the line from the brochure "...or any activity which does not comply with normal use of public streets, sidewalks or right-of-way". She stated that the line should be included as a disclaimer in the ordinance.

Commissioner Johnston said that parking may have to be addressed outside of this ordinance by using the framework of the state law and adopting a more detailed parking policy.

6. **Chairman Ahrens**

Chairman Ahrens recognized Misti Martin of the Cherokee Office of Economic Development for being elected as 2012 Chairperson for the state-wide Organization, Georgia Economic Developer's Association. She is also on the cover of Georgia Trend's annual "Georgia's Best 40 under 40". He added that this was another Unique Selling Point for Cherokee County.

Chairman Ahrens also commented on the Airport Authority's runway extension ribbon cutting ceremony the night before. He said the Airport was named "Airport Project of the Year" by Georgia Airports Association. He added that this is yet another Unique Selling Point for Cherokee County.

7. Discussion of Regular Agenda Items

Mr. Cooper discussed the request to ratify his approval of the contract with FlexCorp in the amount of \$17,628 which was the low bid out of five bids.

Mr. Cooper also discussed the request of approval for the Transportation Enhancement Memorandum of Understanding between Cherokee County and Georgia DOT for ST 92 and Robin Road Enhancement. The county has budgeted one million dollars over the next couple of years for this project. GDOT through this agreement has agreed to provide \$300,000. The county will also be applying for LCI funds to further save costs.

8. County Manager

Mr. Cooper discussed the request to approve the proposal from NOVA Engineering and Environment to provide testing for the Aquatic Center Project. Commissioner Johnston asked would this agreement bind us to these services if the Aquatic Center got delayed or not built. Mr. Cooper stated that the contract was contingent upon the Aquatic Center being constructed.

Mr. Cooper then discussed the request to set a public hearing on November 1, 2011 for the renewal of the franchise agreement for Comcast cable. He stated that he is currently working with Comcast to have services provided to government buildings, particular Public Safety. If an agreement is met regarding that particular issue prior to the public hearing date, then there will be no need for the public hearing.

Commissioner Johnston asked if Comcast was paying the county. Mr. Cooper said that they paid the standard utility franchise fee of 5%.

Mr. Cooper gave a brief introduction to the Benefits Committee Recommendations which included the Benefits Healthcare plan, and the adoption of the CHN wellness program, the \$100 charge per pay period for non-participants and the \$20 per pay period surcharge for tobacco use. He then turned the topic over to Scott Parker for a presentation and to answer any questions. Scott went over the financial information and reminded everyone that our benefits program is partially self-funded which means our costs are directly related to employee claims.

He went on to say that the best way to control costs is to lower the demand for health services by improving the health of employees by changing their

behaviors

Jackie Warren, President of CHN, said that what makes CHN unique is the onsite coaching and worksite visits they provide.

Mr. Parker reminded the Board that CHN has guaranteed to reimburse the county half of the fees if our costs are not lowered as a result of the program. (Costs \$336 per employee and they will reimburse \$168) Commissioner Johnston asked if this guarantee was based on actual costs or projected costs. It was determined to be the projected costs based on 6% trend of increase.

9. **Amendment to Add City of Canton Annexation**

The Chairman said that an amendment would be made to the agenda to add the City of Canton Annexation that Angie Davis's office just received.

The Chairman asked if there was anything else. Hearing none, Vice Chair Commissioner Hubbard made a motion to adjourn to Executive Session at 5:19 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Bosch seconded and the motion carried unanimously.

Executive Session to Follow



MINUTES

Cherokee County Board of Commissioners

October 4, 2011

REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Lynn Eynmon gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:08 p.m. Those present included Commissioner Harry B. Johnston; Vice Chair/Commissioner Jim Hubbard; Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

AMENDMENTS TO AGENDA:

1. Requesting to add a proclamation for Red Ribbon Week on October 23 – 31, 2011.
2. Adding the announcement of early voting.
3. Requesting to add the notice of annexation from the City of Canton.

Commissioner Bosch made a motion to accept the amendments; Commissioner Nelms seconded and the motion received unanimous approval.

PROCLAMATIONS:

1. Proclaiming Wednesday, October 12, 2011 as Fellowship of Christian Athletes Day on the occasion of their 2nd Annual Fields of Faith event.

The Chairman read the proclamation and presented it a member of FCA who then invited everyone to attend the Fields of Faith event at Cherokee High School's Tommy Baker Field on October 12 at 7:00 p.m.

2. Proclaiming the week of October 23 – 31, 2011 as Red Ribbon Week in support of the efforts against the use of illicit drugs.

The Chairman read the proclamation and presented it to two members of the Youth Marine Corp League, Gage and Athan Bennett.

ANNOUNCEMENTS

1. Old Mill Road between SR20 and Arbor Hill Road will be closed to through traffic for reconstruction from Monday 10/10/11 at 8am - Friday 10/21/11 at 5pm. RESIDENTS ONLY WILL BE ALLOWED IN CONSTRUCTION AREA
There will be a posted detour. Questions regarding the road closure should be directed to the Roads & Bridges Department at 770-345-5842.
2. North Georgia Health District's Drive-by flu clinic for Cherokee County is on Friday, October 7 from 9:00 a.m. to 5:00 p.m. at the Northside-Cherokee Conference Center at Bluffs Parkway. The cost is \$20 for the regular flu shot and \$52 for the high-dose vaccine. More information can be found at www.nghd.org. "The best protection against influenza is a flu shot".
3. Cherokee Friends of Recovery is hosting their 2nd annual 5K fun run (Twilight Run F.O.R. Cherokee) at Hobgood Park on Saturday, October 29 at 8:00 p.m. The event is to promote public awareness of the DUI/Drug Treatment Court which helps rehabilitate habitual drunk drivers. Proceeds to benefit Cherokee Friends of Recovery Foundation, Inc.
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5. Electronics Recycling Day is coming! On Saturday, October 29, 2011 from 9 a.m. to 1 p.m. at the Cherokee County Administration Building located at 1130 Bluffs Parkway. This event is made possible by Cherokee County, RecycleTronics, and Waste Management. For more information, please call (404) 394-9601.

6. AMENDED: Early Voting for November 8, 2011 Election

Early voting for Cherokee County residents will begin on October 17 through November 4 from 8:30 a.m. to 5:00 p.m. at the Cherokee County Elections Office located at 400 E. Main Street in Canton; Woodstock Library at 7735 Main Street early voting will begin October 31 through November 4, 8:30 a.m. to 5:00 p.m.

APPROVAL OF WORK SESSION MINUTES FROM September, 2011.

Vice Chair/Commissioner Hubbard made a motion to approve the Work Session minutes; Commissioner Bosch seconded and the motion was approved unanimously.

APPROVAL OF REGULAR MEETING MINUTES FROM September 20, 2011.

Commissioner Bosch made a motion to approve the minutes; Commissioner Nelms seconded and the motion was approved unanimously.

PUBLIC COMMENT

Four people signed up to speak:

1. Conrad Quagliaroli spoke against building the Aquatic Center. He said he does not feel that it will be used by any more than 5% of citizens and that we don't really need it. He also said he felt the TSPLOST should be scrapped because it is basically sending money to Atlanta.

Chairman Ahrens clarified that the penny SPLOST will generate \$280 Million over the 10 years and Cherokee County will receive \$270 Million, a 96% return.

Commissioner Bosch commented on the projected use of the Aquatic Center, saying that Blanket's Creek right down the road gets 10,000 visitors a month.

2. Cynthia Miller spoke against the Aquatic Center due to the state of the economy.
3. Lawrence Mrozinski spoke against the Aquatic Center asking the Board to forestall this expenditure due to the economy.
4. Larry Smith spoke against the Aquatic Center. He said the people of this county have already experienced tax increases so he would like the Board to Consider putting off the project at this time.

PUBLIC HEARING

1. To consider an ordinance by The Board of Commissioners of Cherokee County to amend Chapter 18 regarding Businesses, so as to require Pain Management Clinic Occupation Tax Certificate; to repeal conflicting provisions; to provide for an effective date; and for other purposes.

Vice Chair/Commissioner Hubbard made a motion to open the public hearing at 6:30 p.m.; Commissioner Johnston seconded and there was unanimous approval.

Angie Davis gave a summary of the Pain Clinic Ordinance and went over the latest draft ordinance. She said that due to the state law against regulating the clinics, the only way to monitor the clinics somewhat was by requesting additional information be submitted during Tax Occupation Certificate process. The additional information would include identifying clearly who the license is being issued to.

No one had signed up to speak. Vice Chair/Commissioner Hubbard made a motion to close the public hearing at 6:43 p.m., Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston made a motion to adopt the ordinance with the comment that it wasn't much, but under state law that was all they could do, Commissioner Nelms seconded. There was unanimous approval.

2. To Consider repealing and replacing current Amusement Activities ordinance Chapter 18, Businesses, Article III Specially Licensed Businesses, Division 3 Amusement Activities, specifically Section 18-141 through 18-145.

Vice Chair/Commissioner Hubbard made the motion to open the Public Hearing at 6:45 p.m., Commissioner Nelms seconded and there was unanimous approval.

Jeff Watkins made a presentation explaining the need to repeal the current Amusement Activity Ordinance to include more types of events. He said that the current process has no consistency and customers will show up at different departments to start the approval process. If the new ordinance is approved, all applicants will come to the Development Services Center and through the approval workflow, all departments will receive notification of the event in a more timely manner. The permit fee is \$50.

No one had signed up to speak. Commissioner Bosch made a motion to close the public hearing, Commissioner Nelms seconded and there was unanimous approval.

Commissioner Bosch made a motion to approve, Commissioner Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Misti Martin, Chair of Georgia Economic Developers Association (GEDA)

The Chairman recognized Misti Martin for being elected as Vice Chair to the Georgia Economic Development Association.

He also recognized Misti Martin for being on this month's cover of Georgia Trend Magazine, Georgia's Best 40 under 40.

He added that both of these accomplishments are another example of Cherokee County's Unique Selling Points.

- B. Airport Authority wins Airport Project of Year from Georgia Airports Association.

The Chairman said that he attended Airport Runway Extension Ribbon Cutting ceremony the night before and that there was a terrific turn out for the event. He said that the day before the ribbon cutting, Georgia Airports Association announced that the Airport Authority was awarded Airport Project of Year. He stated that this was excellent recognition for Cherokee County and another example of Cherokee County's Unique Selling Points.

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1. Request to ratify County Manager approval/execution of contract with FlexCorp in the amount of \$17,628. Five bids were received ranging from \$17,628 to \$26,841.

2. Requesting approval of Transportation Enhancement Memorandum of Understanding between Cherokee County and Georgia DOT for SR 92 and Robin Road Enhancement Project.

Commissioner Bosch made a motion to approve the consent agenda. Vice Chair/Commissioner Hubbard seconded and there was unanimous approval.

COUNTY MANAGER

3. Requesting that the Board accept and approve proposal from NOVA Engineering and Environmental, dated August 12, 2011 to provide testing services for the Aquatic Center project.

Jerry Cooper reviewed the details of the proposal from NOVA for testing work to do be done for the Aquatic Center. He explained that the proposal was contingent upon a future contract for construction of the Aquatic Center.

Commissioner Bosch made a motion to approve, Commissioner Johnston seconded and there was unanimous approval.

4. Request to set public hearing for November 1 under 47 U.S.C. §546 (a) preserving our rights to formal negotiations under federal and state law in the event that no agreement can be reached through informal negotiations with Comcast. The public hearing will afford the public in the franchise area appropriate notice and participation for the purpose of (a) identifying the future cable-related community needs and interests, and (b) reviewing the performance of the cable operator under the franchise during the then current franchise term.

Mr. Cooper said that in negotiating the renewal of the franchise agreement with Comcast Cable, there are a couple of items he would like to see worked out such as cable services being provided to County buildings, particularly Public Safety. He said that he would get a draft out the next day with the details.

Vice Chair/Commissioner Hubbard made a motion to approve, Commissioner Johnston seconded and there was unanimous approval.

5. Requesting approval of Benefits Committee Recommendations regarding modifications to the healthcare plan, Including: 1) Adoption of CHN Wellness Program and increase employee deductible from \$500 to \$750. 2) Non-participants in Wellness Program pay \$100 / pay period, and 3) Tobacco use surcharge of \$20 / pay period.

Mr. Cooper summarized the lengthy discussion held during the Work Session

regarding the Health Care Plan. He requested approval to adopt the CHN Wellness Program, an increase in deductible from \$500 to \$750, the non-Participant surcharge of \$100 per pay period, and the tobacco use surcharge of \$20 per pay period as recommended by the Benefits Committee.

Commissioner Nelms made a motion to approve, Vice Chair/Commissioner Hubbard seconded, and there was unanimous approval.

COUNTY ATTORNEY

AMENDMENT: City of Canton Annexation

Angie Davis said that her office received a notice of annexation from the City of Canton the day before. She said that since the response deadline would pass before the next meeting date, it needed to be discussed tonight. She said that she'd like to call to the Board's attention that the property was donated to the city for the purpose of building a park and to give a tax credit to the seller. She said at one point there was supposed to have been a gas station going in. She is waiting on verification on that discrepancy in purpose.

Commissioner Johnston stated that the property is within the Growth Boundary so he feels that they need to honor the agreement, even if the purpose is for a gas station. He did say that he would like to see the results of the discrepancy in writing but that likely they would still approve.

Commissioner Bosch asked had anyone heard of a park going in there. Commissioner Johnston stated that he heard there was possibly a baseball field planned.

Chairman Ahrens said that at the Canton City Council meeting, they spoke about the property being a donation more than anything.

Commissioner Johnston made motion to take no action, Vice Chair/Commissioner Hubbard seconded. There was unanimous approval to take no action.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Vice Chair/Vice Chair/Commissioner Hubbard made the motion to adjourn at 7:07 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.



**CHEROKEE COUNTY BOARD OF COMMISSIONERS
A RESOLUTION OF RECOGNITION
SUPPORTING THE RELOCATION OF NORTHSIDE HOSPITAL CHEROKEE**

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners of Cherokee County, Georgia (“Cherokee County”) is the duly elected governing authority for the County, and

WHEREAS, Cherokee County 2010 population exceeds 225,700 residents, and is projected to reach over 264,200 residents by 2015;

WHEREAS, Cherokee County regularly determines matters of public interest which are vital to the public welfare of the people of Cherokee County;

WHEREAS, Northside Hospital, Inc. a Georgia nonprofit corporation, owns and operates Northside Hospital Cherokee (the “Hospital”) located at 201 Hospital Road, Canton, Cherokee County, Georgia;

WHEREAS, the Hospital is the sole acute care hospital located in Cherokee County, a large, rapidly growing area that is the seventh most populous county in Georgia;

WHEREAS, the existing Hospital facility was constructed nearly 50 years ago;

WHEREAS, although the existing Hospital facility has undergone several interim renovations and additions to better meet the health care needs of the community and ensure that high quality health care services continue to be provided, the physical plant is undersized, inefficient, and not configured in a manner to best accommodate state-of-the-art technology or equipment or to grow to meet the future health care needs of the community;

WHEREAS, Northside Hospital, Inc. has selected a parcel of land in Canton roughly bound by Cumming Highway to the North, Key Drive to the East, Hickory Flat Highway to the South, Cherokee Overlook Drive to the Southeast, and I-575 to the West for the relocation site for the Hospital;

WHEREAS, the relocation site is located along the primary north-south traffic artery in Cherokee County, and is suitable for the development of a modern, state-of-the-art hospital facility, related support areas, and medical campus;

WHEREAS, to enhance quality of care while providing more appropriate sized facilities to serve the growing service area population, it is in the best interests of the residents of Cherokee County to relocate and modernize the Hospital at the new Canton site that is easily accessible by residents of the entire county;

WHEREAS, Canton is the county seat of Cherokee County, the center of business, government and economic development for the County;

WHEREAS, a modern, state-of-the-art hospital will attract medical professionals to the area, create jobs and enhance the economic development and quality of life for Cherokee County residents;

WHEREAS, Northside Hospital filed a Determination Request (“DET”) with the Department of Community Health, Health Planning Division (“DCH”) to confirm that the relocation of the hospital within three miles of its current site is exempt from certificate of need review under Senate Bill 433;

WHEREAS, the cost of the proposed relocation is estimated to be \$250 million, which will be a tremendous economic benefit to Cherokee County; and

WHEREAS, Cherokee County promotes the public health, safety, economic development and welfare of its citizens.

NOW, THEREFORE, I, L. B. “Buzz” Ahrens, on behalf of the Cherokee County Board of Commissioners, do hereby endorse, and actively support Northside Hospital Cherokee’s efforts to relocate the Hospital to the proposed relocation site in Canton.

Board of Commissioners of Cherokee County, Georgia APPROVED AND ADOPTED the 18th day of October, 2011.

L. B. “Buzz” Ahrens
Chairman, Board of Commissioners
Cherokee County, Georgia

COMMISSION POST 1

HARRY B. JOHNSTON

A. All-way Stops on Water Tank Road

Only about 55% of residents responded in favor of installing these all-way stops. Since this did not meet the 90% majority we wanted before doing so, no further action is proposed on these signs.

Cherokee County, Georgia Agenda Request

Agenda No.

CA 1

SUBJECT: Guardrail Installation
Soap Creek Road

MEETING DATE: October 18, 2011

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Soap Creek Road in the amount of \$34,901.20.

FACTS AND ISSUES:

The Roads and Bridges Department recently completed improving and paving Soap Creek Road. Guardrail will be installed along several sections of that roadway. The total length is 1,375 feet. Two bids were received.

Martin-Robbins Fence Company holds the annual contract for guardrail repairs with Cherokee County.

BUDGET:

Budgeted Amount:	\$ 25,000.00	Account Name: Miscellaneous Guardrail
Amount Encumbered:	\$ 0.00	Account #: 54002
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 25,000.00	
Remaining Budget:	\$ 0.00	

Budgeted Amount:	\$ 50,000.00	Account Name: Utility Relocations
Amount Encumbered:	\$ 0.00	Account #: 54013
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 9,901.20	
Remaining Budget:	\$ 40,098.80	

ADMINISTRATIVE RECOMMENDATION:

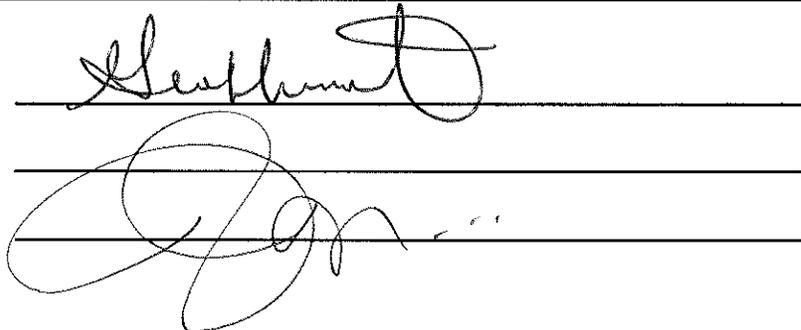
Approval of proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Soap Creek Road in the amount of \$34,901.20.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Martin Robbins Fence Co Inc

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
150-1010	TRAFFIC CONTROL	DAY	500. ⁰⁰	2	1,000. ⁰⁰
641-1200	GUARDRAIL, TP W	LF	15. ³⁵	1372	21,060. ⁰⁰
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	675. ⁰⁰	5	3375. ⁰⁰
641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	1792. ⁰⁰	5	8960. ⁰⁰
641-EDP	ADDITIONAL COST PER LINEAL FOOT OF GUARDRAIL FOR EXTRA DEPTH STEEL POST	LF	1. ⁰⁰	506	506. ⁰⁰
				TOTAL	34,901. ⁰⁰

NOTES:

- Price does not include any, grading, grassing, asphalt, concrete or earthwork.
- County to cut sites prior to installation.
- Face of rail distance from white line to be determined at each site based on shoulder conditions - 8 1/2' from white line may not be possible in order to keep state detail "T" distance correct.
- County to determine face of rail location.

Michael J. Demant

MARTIN-ROBBINS FENCE CO. INC.
2025 WESTSIDE COURT
SNELLVILLE, GA 30078-2800

770-972-8141 Cell 770-639-2324
770-985-6838

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>COST</u>
150-1010	TRAFFIC CONTROL	DAY	1,000	5	\$5,000.00
641-1200	GUARDRAIL TYPE W	LF	26.6	1372	\$36,495.20
641-5001	GUARDRAIL ANCHORAGE TP 1	EA	650	5	\$3,250.00
641-5012	GUARDRAIL ANCHORAGE TP 12	EA	2300	5	\$11,500.00
641-EDP	ADDITIONAL COST PER LINEAL FOOT OF GUARDRAIL FOR EXTRA DEPTH STEEL POST	LF	2	506	\$1,012.00
				TOTAL:	\$57,257.20

Above items of work to be completed on or before 01/31/2012. Prices are for day time work only. Guardrail prices do not include asphalt sealant around posts. Prices do not include dirt work, asphalt work, grassing or surveying. If quantities differ then unit price will govern. Price includes driving posts into dirt - no concrete or hand digging. County is to provide a clean work zone allowing a minimum of 3' distance between guardrail posts and any underground utilities or obstructions. Sheets Construction Company is not responsible for damage to any sidewalk during guardrail installation. Price does not include silt fence or any erosion control. If rock is encountered preventing installation, it will be the responsibility of the county to remove.



Cherokee County, Georgia Agenda Request

Agenda No.

CA 2

SUBJECT: East Rope Mill Lane
Exchange of Right-of-way Areas and
Development Agreement for Roadway Reconstruction

MEETING DATE: October 18, 2011

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of an agreement regarding exchange of right-of-way areas between Cherokee County and Advance Holdings/Holly Springs, LLC for East Rope Mill Lane and consideration of Development Agreement between Cherokee County and Advance Holdings/Holly Springs, LLC for reconstruction of East Rope Mill Lane.

FACTS AND ISSUES:

The developer in this case, Advance Holdings/Holly Springs, LLC, wants to do two things:

1. Swap right-of-way with Cherokee County in order to realign East Rope Mill Road. The County will end up with more right-of-way than it will abandon.
2. Enter into a Development Agreement whereby the developer will design the roadway improvement, purchase any required right-of-way and convey it to the County, and then the County will relocate the roadway.

Cherokee County had a roadway improvement project, similar in alignment to what is proposed here, designed in 2005. During right-of-way negotiations, the owners of the parcel now in question and the County could not agree on the price of the property and subsequently the County placed the project on hold. We now have the same folks coming back to the County willing to donate the right-of-way in exchange for the County constructing the relocated roadway.

The Development Agreement has been reviewed by the County Attorney's office.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

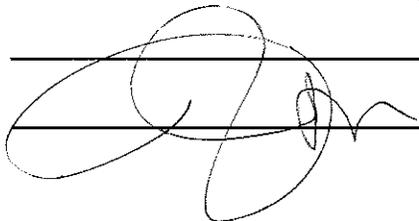
Approval of an agreement regarding exchange of right-of-way areas between Cherokee County and Advance Holdings/Holly Springs, LLC for East Rope Mill Lane and approval of Development Agreement between Cherokee County and Advance Holdings/Holly Springs, LLC for reconstruction of East Rope Mill Lane.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

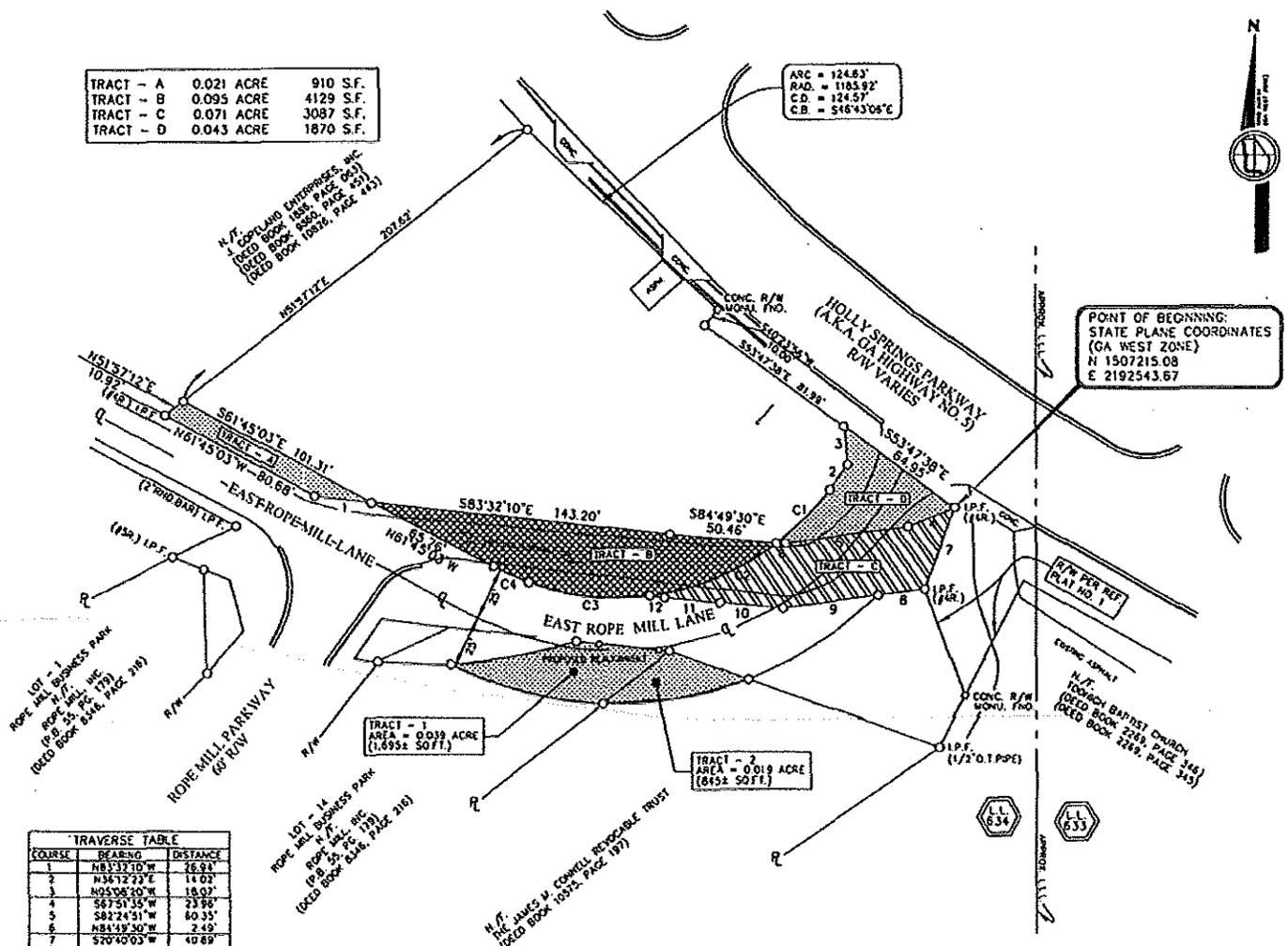



TRACT - A	0.021 ACRE	910 S.F.
TRACT - B	0.095 ACRE	4129 S.F.
TRACT - C	0.071 ACRE	3087 S.F.
TRACT - D	0.043 ACRE	1870 S.F.

ARC = 124.83'
 RAD. = 1185.92'
 C.D. = 124.57'
 C.B. = 516°43'08"C



POINT OF BEGINNING:
 STATE PLANE COORDINATES
 (GA WEST ZONE)
 N 1507215.08
 E 2192543.67



COURSE	BEARING	DISTANCE
1	N83°32'00"W	25.91'
2	N36°12'33"E	14.00'
3	N85°08'10"W	18.02'
4	S87°51'35"W	23.88'
5	S82°24'51"W	60.35'
6	N81°43'30"W	2.49'
7	S70°40'03"W	40.89'
8	S82°24'51"W	22.31'
9	S82°24'51"W	45.23'
10	N84°49'30"W	30.60'
11	N84°39'06"W	26.39'
12	N83°33'32"W	7.31'

CURVE ID	RADIUS	ARC	C.D.	C.B.
C1	125.00'	36.36'	36.23'	N14°32'19"E
C2	125.00'	65.82'	65.06'	S87°57'20"W
C3	125.00'	58.45'	57.91'	N83°33'37"W
C4	125.00'	18.37'	18.55'	N85°57'38"W

 TRACTS - "A & D" ALONG WITH TRACTS - 1 & 2 WILL BE DEEDED TO CHEROKEE COUNTY.
TOTAL AREA = 0.122 ACRE (5320 S. F.)

 TRACT - "B" WILL BE QUIT CLAIMED TO ADVANCED HOLDINGS / HOLLY SPRINGS, LLC.
TOTAL AREA = 0.095 ACRE (4129 S. F.)

 TRACT - "C" IS NOW AND WILL BE RIGHT OF WAY
TOTAL AREA = 0.071 ACRE (3087 S.F.)

EXHIBIT FOR CHEROKEE COUNTY



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Geoff Morton

From: John Adams
Sent: Wednesday, October 12, 2011 4:57 PM
To: Geoff Morton
Cc: 'Paul Higbee'
Subject: RE: East Rope Mill Lane

Hey Geoff,

Based on \$6.00 per square foot for commercial land in that area it would be \$24,774 for the 4,129 square foot parcel and \$31,920 for the 5,320 square foot parcel.

John

From: Geoff Morton
Sent: Wednesday, October 12, 2011 4:12 PM
To: John Adams
Cc: 'Paul Higbee'
Subject: East Rope Mill Lane

John:

I need your expert knowledge again.

The County and a property owner are proposing a land swap in the area of East Rope Mill Lane and the Old Hwy 5/Sixes Road area.

The County is abandoning 4,129 square feet and receiving 5,320 square feet in exchange.

This is detailed on the attached plat.

Can you tell me the approximate value of each parcel (the one being abandoned and the one being received)??

Thanks

Geoff Morton

*Geoffrey E. Morton, PE
County Engineer
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114*

678-493-6077
gmorton@cherokeeqa.com



Cherokee County, Georgia
Agenda Request

SUBJECT: Cherokee Youth Basketball Uniforms
SUBMITTED BY: Jay Worley

MEETING DATE: 10/18/2011

COMMISSION ACTION REQUESTED:

Recommendation for Approval for CYB Uniforms RFP #2011-34

FACTS AND ISSUES:

Cherokee County received 5 proposals. Because there is a 4 week window from ordering day to due date and with games starting in early December the delivery time is of the utmost importance. Two proposals were disqualified because they could not meet the required delivery date of less than 20 days from the order date.

After careful review of the remaining RFP's and the provided samples the selection committee was concerned that one of the vendor's proposed prices was 22% below the average of the remaining bids. After conversations with the vendor, no returned phone calls from their references and after speaking with the manufacturer of the specified uniform the committee disqualified their bid due to inconsistencies in their RFP and background references.

Our recommendation to the BOC is the Atlanta Hawks, because of a proven track record with an order of this magnitude and the quality of the specified uniform. They are the remaining low bidder. Their bid was \$2.50 below the budgeted amount of \$25 per uniform.

BUDGET:

Budgeted Amount: 87,500	Account Name: CRPA – Programs – General Supplies & Materials
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested: 78,500 (maximum; actual will depend on number of participants)	
Remaining Budget: 8,750	

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Approval of Proposal by Atlanta Hawks as CYB Uniform provider for 2011-12 season

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY:

RFP #2011-34

Cherokee Youth Basketball Uniform- reversible jersey and shorts

COMPANY

BID QUOTE

per uniform set

Atlanta Hawks*

Original- \$24.75 per uniform Best and final bid \$22.50

Chandler Graphics

Original- \$24.89 per uniform Best and Final bid \$23.49



CA 4

Cherokee County, Georgia
Agenda Request

SUBJECT: Fire-ES Department Insurance
Transfer Request

MEETING DATE: Oct. 18, 2011

SUBMITTED BY: Fire Chief Tim Prather

COMMISSION ACTION REQUESTED: Authorization to make Insurance Recovery Transfer of \$16,022.50 to Fire Operations Vehicle Maintenance.

FACTS AND ISSUES:

Insurance reimbursement of \$16,022.50 for the Battallon 2 vehicle (2007-002) that was involved in an accident on 8/8/11. Vehicle was "totaled". Budget Transfer attached.

List under Consent Agenda

BUDGET:

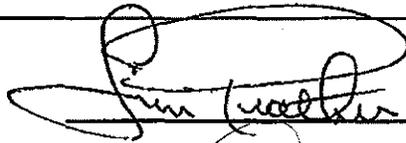
Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget	\$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

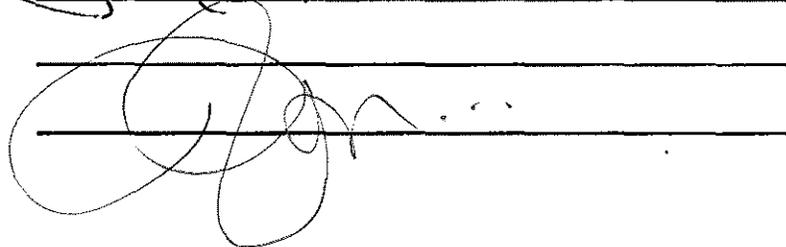
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



**Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form**

Instructions:

- * For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- * For budget transfers the net total should equal zero.
- * Budget transfers within a department within the same fund are allowed with the approval of the County Mgr.
- * Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- * The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
27090	383000	Insurance Recovery	16,022.50

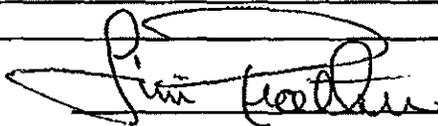
EXPENDITURES:

Department Org Code	Object	Account Name	Amount
23520000	522202	Fire Ops., Vehicle Maintenance	16,022.50

PURPOSE OF TRANSFER/ AMENDMENT

Insurance reimbursement for Battalion 2 vehicle (2007-002) that was involved in an accident on 8/8/11. Vehicle was "totaled".

Department Head Approval:



County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes)

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Cherokee County, Georgia
Agenda Request

CA 5

SUBJECT: 1st Amendment to ARC FY2012 Budget

MEETING DATE: October 18, 2011

SUBMITTED BY: Nathan Brandon- Director Senior Services

COMMISSION ACTION REQUESTED: Review and approve the 1st Amendment to the ARC FY2012 budget contract.

FACTS AND ISSUES: Cherokee County Senior Services received newly allocated funding from NSIP Federal in the amount of \$5,000. This is assigned to the Home Delivered Meals program and designated to Food and Gasoline.

Cherokee County Senior Services also received newly allocated NSIP State funding in the amount of \$5,000, which is assigned to the Home Delivered Meals program and designated for Food.

Cherokee County Senior Services received newly allocated CBS-Respite Care State funding, which is assigned to the Homemaker-Respite program. The CBS-Respite Care State funding is in the amount of \$5,000 and is designated to Travel and General Supplies.

Due to the CBS-Respite Care State funding, we are transferring CBS-HCBS State funding from the regular Homemaker program to the Transportation Voucher program. The amount transferred is \$11,000. We are decreasing the Travel and General Supplies from the Homemaker program funded by CBS-HCBS State and increasing the Transportation Voucher Travel budget by \$11,000.

There is no cash match required from the County for any of these newly allocated funding sources and no change overall with the County's portion of the budget.

BUDGET:

Budgeted Amount:	\$	Account Name:
Federal:	\$	Account #:
State:	\$	
Local:	\$	
Remaining Budget	\$	

Budget Adjustment Necessary: See Attachments.

ADMINISTRATIVE RECOMMENDATION:

Approve and sign the attached budget transfer/amendment form.

REVIEWED BY:

DEPARTMENT HEAD:

Nathan Brandon

AGENCY DIRECTOR:

COUNTY MANAGER:

**Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form**

Instructions:

- * For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- * For budget transfers the net total should equal zero.
- * Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- * Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- * The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department			
Org Code	Object	Account Name	Amount
2.5521.000	331100.HDM1	Federal Grant	\$ 5,000.00
	334100.HDM1S	State Grants	\$ 5,000.00
	334100.CBSHR	State Grants	\$ 5,000.00
	334100.HRCBS	State Grants	\$ (11,000.00)
	334100.TRANV	State Grants	\$ 11,000.00

Net Change in Revenues \$ 15,000.00

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
2.5521.000	531300.HDM1	Food	\$ 3,500.00
	531270.HDM1	Gasoline	\$ 1,500.00
	531300.HDM1S	Food	\$ 5,000.00
	523500.CBSHR	Travel	\$ 4,000.00
	531100.CBSHR	General Supplies	\$ 1,000.00
	523500.HRCBS	Travel	\$ (4,000.00)
	531100.HRCBS	General Supplies	\$ (7,000.00)
	523500.TRANV	Travel	\$ 11,000.00

Net Change in Expenditures 15,000.00

PURPOSE OF TRANSFER/ AMENDMENT

To assign newly allocated funding and transfer existing funding between services. Newly allocated NSIP Federal funding in the amount of \$5,000 is assigned to the Home Delivered Meals program, split between food and gasoline. Newly allocated NSIP State funding in the amount of \$5,000 is assigned to the Home Delivered Meals program for food. Newly allocated CBS-Respite Care State funding in the amount of \$5,000 is assigned the the Homemaker-Respite In-Home program, split between travel and supplies. Due to the newly allocated funding for the Homemaker-Respite program, \$11,000 of CBS-HCBS State funding is being transferred from the Homemaker program and assigned to the Transportation Voucher program, designate to Travel. This transfer allows the Transportation Voucher program to continue operating through the end of the year.

Department Head Approval: Nathan Brandy

Agency Director Approval: _____

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) _____



Cherokee County, Georgia
Agenda Request

CA 6

SUBJECT: Purchase of Services Grant

MEETING DATE: 10/18/2011

SUBMITTED BY: Kristi Thompson for Juvenile Court

COMMISSION ACTION REQUESTED:
Amend Budget for Purchase of Services Grant

FACTS AND ISSUES:

Cherokee County has been awarded \$7,500 from the Purchase of Services Juvenile Offenders Program Grant to be used for psychological evaluations for the grant year October 1, 2011 to September 30, 2012. This is a non-matching grant; the award for the 2010-2011 grant period was \$5,000.

BUDGET: See Attached Budget Amendment

Budgeted Amount: \$
Amount Encumbered: \$
Amount Spent to Date: \$
Amount Requested: \$
Remaining Budget: \$

Account Name: Juvenile Court -- Prof Svcs
Account #: 22600000-521200-PSYCH

Budget Adjustment Necessary: Yes

ADMINISTRATIVE RECOMMENDATION:

Approval.

REVIEWED BY:

DEPARTMENT HEAD:

Janelle Ink 10.12.11

COUNTY ATTORNEY:

COUNTY MANAGER:

[Signature]



**COUNCIL OF JUVENILE COURT JUDGES
OF GEORGIA**

Judge Deborah Edwards., *President*
Judge Greg Poole, *President-Elect*
Judge, Robin Shearer *Vice President*

Judge J. Lane Bearden, *Secretary*
Judge John Sumner, *Treasurer*
Judge F. Bryant Henry, Jr, *Immed. Past President*

Eric J. John, *Executive Director*

September 8, 2011

Honorable John B. Sumner
90 North Street, Suite 230
Canton, GA 30114

RE: 2011-2012 Grant Award for Cherokee County

The Resource Development Committee of the Council of Juvenile Court Judges is pleased to announce the grant awards for the 2011-2012 Purchase of Services for Juvenile Offenders Program.

Cherokee County has been awarded \$7,500.00.

Grants were awarded to all 145 counties that applied for funding. Maximum grant awards a county could receive were \$7,500.00 and the minimum was \$1,000.00. Depending on your application, the amounts awarded and the areas the funds can be used are: Community Service, Education/Tutorial Assistance, Counseling, Psychological Evaluations, Drug Screenings/Diagnostic Testing, and Therapeutic Care.

Please see the enclosed General Conditions for the county's approved grant budget and approved categories. If your county received less than the application amount requested, please contact Benita Brown, at the Council, to inquire about the procedure for requesting the difference between what was requested and what was awarded.

Attached with this letter are the Grant Award Agreement and the General Conditions. **Both documents must be signed, by a county official**, and returned to the Council office **by October 28, 2011**. If not received by the deadline, the county's grant funds are subject to deobligation. You can begin expending these funds effective October 1, 2011.

Should additional materials, handbooks and/or forms on CD be needed, please contact Benita Brown at the Council's office.

With Regards,

Eric J. John

Eric J. John
Executive Director

Enclosures

Kristi Thompson

Subject: FW: Purchase of Services for Juvenile Offenders Program

From: Amanda L. Hawkins
Sent: Monday, October 03, 2011 9:58 AM
To: Kristi Thompson
Subject: FW: Purchase of Services for Juvenile Offenders Program

Kristi-

I wanted to let you know that we have been approved to receive \$1,000.00 in additional funding for the POS Grant for the October 2010-September 2011 cycle. I requested these funds for family counseling so that will be for the account 22600000-531100-JUVEN and I will be submitting invoices this week to utilize these funds.

Separately, we have been approved for the new POS Grant October 2011-September 2012 cycle for \$7,500, which will be utilized for psychological evaluations, going to account 22600000-521200-PSYCH.

If any of the above information does not make sense or if you need further info/documentation, please let me know.

Thank you!

Amanda Hawkins
Juvenile Court Program Manager
Cherokee County
Phone (678)493-6253
Fax (678)493-6255

From: Benita Brown [<mailto:bbaldwinb@mindspring.com>]
Sent: Thursday, September 22, 2011 12:47 PM
To: Benita Brown
Subject: Purchase of Services for Juvenile Offenders Program

The Application for Additional Funding for your 2010-2011 grant cycle has been approved.

Please be sure to get the Grant Award Agreement, being mailed to the judge today, signed and returned before you submit your final reimbursement request.

Thanks,

Benita Brown
Council of Juvenile Court Judges
404-657-5020
770-342-4895 (fax)

Cherokee County, Georgia
Agenda Request

CA7

SUBJECT: Bullet Proof Vest Grant

MEETING DATE: 11/18/2011

SUBMITTED BY: Kristi Thompson for the Sheriff's Office

COMMISSION ACTION REQUESTED:

Amend 2011 Budget to include new grant monies for FY2011.

FACTS AND ISSUES:

Every year the Sheriff's Office is awarded a 50/50 grant from the Bureau of Justice Assistance for the purchase of bullet proof vests. The award for 2011 was announced October 2011 and is a total of \$10,527.44 with \$5,263.72 being reimbursable from the granting agency. The budget needs to be increased to include this grant revenue and expenditures of \$5,263.72.

BUDGET: See Attached Budget Amendment

Budgeted Amount: \$

Account Name:

Amount Encumbered: \$

Account #:

Amount Spent to Date: \$

Amount Requested: \$

Remaining Budget: \$

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Approval.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Janelle Ann 10.14.11
[Signature]

BVPII

FL	WINDERMERE TOWN	\$ 4,200.00	12
FL	WINTER GARDEN CITY	\$ 3,695.00	10
FL	WINTER HAVEN CITY	\$ 3,635.50	11
FL	WINTER PARK CITY	\$ 5,509.35	14
Totals for FL (165 Jurisdictions):		\$ 1,000,285.44	8,196
GA	ACWORTH CITY	\$ 4,194.00	12
GA	ADAIRSVILLE CITY	\$ 4,550.00	14
GA	ADEL CITY	\$ 1,200.00	4
GA	ALBANY CITY	\$ 12,089.98	70
GA	ALPHARETTA CITY	\$ 10,725.00	33
GA	ATHENS-CLARKE COUNTY GOVERNMENT	\$ 2,826.94	76
GA	ATLANTA CITY	\$ 16,316.07	500
GA	AUBURN CITY	\$ 2,020.00	7
GA	AVONDALE ESTATES CITY	\$ 1,177.50	3
GA	BAINBRIDGE CITY	\$ 5.45	8
GA	BIBB CO SCH DIST	\$ 1,392.68	30
GA	BIBB COUNTY	\$ 2,965.47	65
GA	BUCHANAN CITY	\$ 3,195.00	9
GA	BULLOCH COUNTY	\$ 10,455.00	30
GA	BYRON CITY	\$ 3,130.00	10
GA	CALHOUN CITY	\$ 10,910.00	19
GA	CAMDEN COUNTY	\$ 5,292.44	13
GA	CAMILLA CITY	\$ 1,665.00	5
GA	CANTON CITY	\$ 1,194.50	11
GA	CARROLL COUNTY	\$ 22,312.50	75
GA	CARTERSVILLE CITY	\$ 2,912.42	10
GA	CATOOSA COUNTY	\$ 8,625.00	25
GA	CEDARTOWN CITY	\$ 1,210.00	4
GA	CHATHAM COUNTY	\$ 835.25	20
GA	CHATTAHOOCHEE HILLS CITY	\$ 1,500.00	4
GA	CHEROKEE COUNTY	\$ 5,263.72	125
GA	CLAYTON COUNTY	\$ 2,755.61	70
GA	COBB COUNTY	\$ 4,274.49	100
GA	COFFEE COUNTY	\$ 27,878.30	68
GA	COLLEGE PARK CITY	\$ 15,784.03	55
GA	COLQUITT CITY	\$ 2,435.95	7
GA	CONYERS CITY	\$ 6,255.00	18
GA	CRISP COUNTY	\$ 1,919.50	14
GA	DALTON CITY	\$ 5,014.58	17
GA	DAWSON COUNTY	\$ 1,514.98	5
GA	DECATUR CITY	\$ 4,145.58	28
GA	DECATUR COUNTY	\$ 5,200.00	16
GA	DEKALB COUNTY	\$ 14,267.65	422
GA	DODGE COUNTY	\$ 2,450.00	6
GA	DORAVILLE CITY	\$ 5,949.00	18
GA	DOUGLAS CITY	\$ 6,875.00	22
GA	DOUGLASVILLE CITY	\$ 6,210.00	23

Total Area: \$10,527,441

50% Reimbursable: \$5,263,720

Kristi Thompson

From: Ariana Freimuth
Sent: Friday, October 14, 2011 7:46 AM
To: Kristi Thompson
Subject: FW: Bulletproof Vest Partnership FY 2011 Award Announcement

Ariana Freimuth
Finance Director-Planning & Analysis
Cherokee County
678-493-6026

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] **On Behalf Of BVP**
Sent: Thursday, October 13, 2011 7:18 PM
To: BVP
Subject: Bulletproof Vest Partnership FY 2011 Award Announcement

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2011 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

A complete list of FY 2011 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>

The FY 2011 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2011. The deadline to request payments from the FY 2011 award funds is August 31, 2013, or until all available 2011 awards funds have been requested. Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2011 BVP funding certified during the application process that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP system. For more information on the BVP mandatory wear policy, please see the FAQs here: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Thank You.

BVP Program Support Team

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This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

CM 8

Cherokee County, Georgia

Agenda Request Form

MEETING DATE: 18 October 2011

SUBJECT: Intergovernmental Agreement to install radio equipment on the Ball Ground water tank

SUBMITTED BY: Jason Jenkins

COMMISSION ACTION REQUESTED:

Review and approve the intergovernmental agreement between the City of Ball Ground and Cherokee County.

FACTS AND ISSUES:

This agreement is to allow Cherokee County to install public safety communications equipment to the Ball Ground water tank, to improve coverage in the Ball Ground and surrounding areas.

BUDGET: (If applicable)

Budgeted Amount: \$68,799.72

Account Name: Non Asset Computer

Amount Encumbered \$ na

Account #: SPLOST 322 -3800-0000-000-00-00-523200-5742

Amount Spent to Date: \$ na

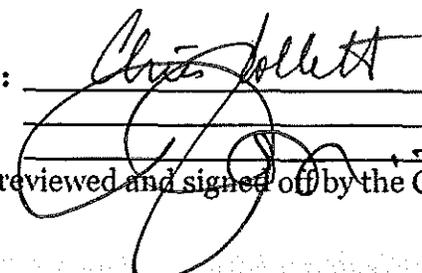
Amount Requested \$ na

Remaining Budget \$ na

Budget Adjustment Necessary: No

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: 

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

(All agenda requests must be reviewed and signed off by the County Manager before they are placed on the agenda)

State of Georgia
County of Cherokee

**Intergovernmental Agreement
For Cherokee County
To Install Public Safety Radio Frequency
Receive Equipment on Old Canton Road Water Tank**

THIS AGREEMENT entered into between the City of Ball Ground, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the City, possesses the proper site location to install Public Safety Radio Receiver equipment and antennas to include but not limited to receivers, dipole antennas, cabling, UPS system, etc. upon the City’s water tank located near 445 Old Canton Road, Ball Ground GA; and

WHEREAS, the County has contracted with Diversified Electronics Incorporated that possesses the staff and equipment to provide such installation for the County and desires to provide such installation for the County; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

- 1.1 The County, through its contract with Diversified Electronics Incorporated, shall install Public Safety radio receivers and all necessary equipment (the “Work”) at and upon the City water tank located near 445 Old Canton Road, Ball Ground, GA (the “Site”).
- 1.2 The City shall have the right, within forty-eight (48) hours of the County’s completion of the Work to;
 - a. Conduct an inspection of the Work; and
 - b. Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have total obligation to the installed equipment regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work. Except as otherwise provided in this Paragraph 1.3, neither the County nor the City makes any warranties or assurances regarding the Work. The City agrees that the County’s total liability, if any, to the City under this Agreement will be limited to the equipment installed.

- 1.3 The City shall provide unlimited and perpetual access to the Site by authorized personnel from the County and/or Diversified Electronics Incorporated for the purpose of conducting reasonable and routine maintenance, upgrades, and/or replacements of the equipment installed in the Work.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2012. The County and the City may, upon mutual review of this agreement within ninety (90) days of the expiration date, opt to renew the terms of this agreement

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (B) United States Certified Mail – Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of the service of such notice.

City of Ball Ground:

Attn: Mayor
215 Valley Street
PO Box 285
Ball Ground, GA 30107

Cherokee County:

Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

- 5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.
- 5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- 5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction than an instrument is to be construed more strictly against the party who prepared the same.
- 5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative, or agent of either party has authority to make, or has made, and statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.; No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City and County do hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless each other, each party's officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of either party's performance of its obligations under this Agreement.

9.

NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day of _____, 2011

City of Ball Ground

Cherokee County

By: A. R. (Rick) Roberts, III, Mayor

By: L. B. Ahrens, Jr., Chairman

Attest: _____
(City Clerk (Seal))

Attest: _____
County Clerk (Seal)

Cherokee County, Georgia
Agenda Request

cm9

SUBJECT: Approval of HOME Investment Funds
Georgia Urban County Consortium PY 2010

MEETING DATE: October 4, 2011

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED:

Consider approval to accept PY 2010 HOME Investment Partnerships Act Grant funds from the Georgia Urban County Consortium (GUCC) in the amount of \$261,884.00 and to issue a Subrecipient Agreement to Cherokee County's Community Housing Development Corporation [CHDO], North Georgia Community Housing Development Corporation in the amount of \$55,134 for the development of Affordable Housing.

FACTS AND ISSUES:

Cherokee County receives HOME grant funds through the Georgia Urban County Consortium [GUCC], with Cobb County as the lead agency. These funds provide for the Senior Home Repair Program, Affordable Housing and Administrative Expenses as follows:

Cherokee County Single Family Rehabilitation	\$192,967
Project Cherokee (15% CHDO Set Aside)	\$ 41,350
Project Cherokee (Additional Non-CHDO)	\$ 13,784
Cherokee County Program Administration	\$ 13,783
TOTAL FUNDS UNDER THIS AGREEMENT	\$261,884

A 25% Match is required for these funds and it is anticipated that the Community Housing Development Organization [CHDO], North Georgia Community Housing Development Corporation, will provide the required Match.

No County funds are necessary.

BUDGET:

Budgeted Amount:	\$0.00	Account Name:
Federal:	\$0.00	Account #:
State:	\$0.00	
Local:	\$0.00	
Remaining Budget	\$0.00	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Approval of acceptance of the HOME grants funds and authorization to issue a Subrecipient Agreement to North Georgia Community Housing Development Corporation.

REVIEWED BY:

DEPARTMENT HEAD: Marianne Pieper

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

MEMO

Date: October 7, 2011
To: Jerry Cooper, County Manager
From: Marianne Pieper, CDBG Coordinator
Subject: PY-2010 HOME Program Subrecipient Agreement

*Kristy -
Please add under
my part of 10/10
agenda.
Thank u
10/7/11*

Cherokee County has completed the expenditure of its 2007 Senior HOME Repair funds. Cobb has now released the PY 2010 funds and the Agenda Request for these funds is attached for BOC approval.

Since the inception of the Senior HOME Repair Program by Cherokee County in 2004, thirty nine (39) of the County's senior citizens have received much needed repairs to their homes with \$1,000,000 in funding from HUD.



COBB COUNTY CDBG PROGRAM OFFICE

121 Haynes Street
Marietta, Georgia 30060
(770) 528-1455 or (770) 528-1466
www.cobbcounty.org/cdbg

Nick Autorina
Managing Director



PY 2011 COBB COUNTY HOME INVESTMENT PARTNERSHIPS ACT

SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: CHEROKEE COUNTY BOARD OF COMMISSIONERS

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: HM10-5200

HUD GRANT NO: M-10-DC-130201

Under this Agreement, effective the 1st day of January, 2011, by and between the Georgia Urban County Consortium (hereinafter called the GUCC), and Cherokee County Board of Commissioners (hereinafter called SUBRECIPIENT):

WHEREAS, the GUCC [Cobb County is the Lead Entity] is qualified by the United States Department of Housing and Urban Development (hereinafter called HUD) as a HOME Program Participating Jurisdiction Consortium, and receives HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for HOME Program eligible families; as defined by HUD; and

WHEREAS, the GUCC desires to preserve and increase the stock of affordable housing for HOME Program eligible families through eligible uses of its HOME Program grant funds, as described in the Cobb County Consolidated Plan 2010-2016 and Annual Action Plan 2011; and

WHEREAS, the GUCC will provide to SUBRECIPIENT, Program Year [PY] 2010 HOME Program grant funds as follows:

(1)	Cherokee County Single Family Rehabilitation	\$192,967.00
(2)	Project Cherokee (20% CHDO/Non-CHDO)	\$55,134.00
(3)	Cherokee County Program Administration	\$13,783.00

TOTAL FUNDS UNDER THIS AGREEMENT	\$261,884.00
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NOW, THEREFORE, the GUCC and SUBRECIPIENT agree as follows:

ARTICLE I SCOPE OF SERVICES

SUBRECIPIENT shall perform the following tasks within the time specified in this Agreement and according to the practices, standards, and methods generally accepted as proper by the housing profession:

ITEM 1: USE OF FUNDS

The CHDO/Subrecipient must commit and expend HOME Program funds (as defined in 24 CFR Part 92) by the deadlines established in this Agreement. No amendments to this original Agreement may extend the commitment deadline beyond two (2) years from the effective date first listed above. No amendments to this original Agreement may extend the expenditure deadline beyond five (5) years from the date funds are committed. At the termination of this Agreement, unless such date is further extended by formal amendment to the Agreement within the parameters described herein, funds that are uncommitted and/or unexpended, may be recaptured by the GUCC for use on other eligible HOME activities.

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

The SUBRECIPIENT will provide sufficient information to the GUCC, in a format provided to SUBRECIPIENT by the GUCC, to permit the **commitment** [setup of individual activities in the HUD Integrated Disbursement and Information System (IDIS) or any HUD successor systems to IDIS], by **December 31, 2011** and shall **expend** all HOME funds granted under this agreement by **December 31, 2013** for eligible activities contained in this Agreement or any amendments to this Agreement. All requests for reimbursement shall be submitted by SUBRECIPIENT to the GUCC by January 31, 2014, to permit sufficient time to disburse the HOME Program funds to SUBRECIPIENT, and to draw the HOME funds from the United States Treasury. Eligible program activities carried out by SUBRECIPIENT under this Agreement shall provide for the construction of housing reserved for HOME Program-eligible households; HOME Program eligible households are defined as those households whose gross income from all household members does not exceed the HOME Program maximum income limits applicable at the time of the final HOME Program eligibility determination [as required by HOME Program regulations/guidelines] for each respective household.

Item 2: DURATION OF AGREEMENT

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	January 1, 2011
Deadline for Commitment of Funds	December 31, 2011
Deadline for Expenditure of Funds	December 31, 2013
Agreement Termination Date	December 31, 2013
Deadline for Receipt of Final Reimbursement Request	January 31, 2014

Item 3: SCOPE OF SERVICES

Owner-Occupied Housing Rehabilitation: [\$192,967.00]

An amount not to exceed **\$192,967.00** shall be expended by Cherokee County from PY 2010 HOME Program funds for owner-occupied housing rehabilitation of unspecified properties in Cherokee County. This will include the cities of Canton, Ball Ground, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock. The GUCC awards **\$192,967.00** as a grant to SUBRECIPIENT with the stipulation that the investment of all HOME Program funds shall be secured by a property lien placed by the Cherokee County Attorney.

Project Cherokee – 15% CHDO Set-Aside + 5% Additional Non-CHDO [\$55,134.00]

An amount not to exceed **\$55,134.00** shall be expended by a CHDO authorized by the GUCC to operate within Cherokee County to acquire at least two [2] vacant lots or dilapidated homes in Cherokee County for the purposes of new construction or rehabilitation.

Program Administration [\$13,783.00]

An amount not to exceed **\$13,783.00** shall be expended by SUBRECIPIENT for operating costs associated with eligible HOME Program project activities in Cherokee County.

Where an activity carried out under this Scope of Services includes rehabilitation or new construction, the CHDO/Subrecipient shall commence construction within 12 months of the commitment of HOME Program funds. At its discretion, the GUCC may, at any point beyond the 12 month commencement deadline, declare a project ineligible in which funds have been committed, but no actual construction has commenced. Upon such a declaration of ineligibility by the GUCC, the CHDO/Subrecipient shall repay to the GUCC the full amount of HOME funds invested according to the terms under ITEM 16 of this Agreement.

ITEM 4: REIMBURSEMENTS

The GUCC utilizes a "reimbursement process" for all subrecipients participating in the CDBG, HOME & ESG Grant Programs. HOME Program funds will be paid by Cobb County (on behalf of the GUCC) to CHDO/ subrecipient upon

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

submission of acceptable payment documentation to the GUCC by the CHDO/subrecipient in a timeframe required by the GUCC. Payments by the GUCC to SUBRECIPIENT will be made using the normal 30 day payment schedule for all GUCC disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of 24 CFR Part 84 and with the written procurement requirements of the CHDO/subrecipient, the more restrictive of which shall apply.

ITEM 5: AFFORDABILITY REQUIREMENTS

The GUCC utilizes both the recapture and resale methods for its HOME Program in accordance with 24 CFR 92.254(a)(4). The methods are implemented and applied as follows:

Definitions:

Direct Subsidy – a direct subsidy is defined as financial assistance provided by the GUCC that reduces the purchase price for a homebuyer below market or otherwise subsidizes the homebuyer [i.e. down-payment loan, purchase financing, assistance to CHDO to develop and sell unit below market, or closing cost assistance]. A direct subsidy triggers recapture.

Development Subsidy – a development subsidy is defined as financial assistance provided by the PJ to offset the difference between the total cost of producing the unit and the fair market value of the property. A development subsidy triggers resale.

Recapture Provisions [24 CFR 92.254(a)(5)]

The Recapture Provisions will ensure compliance with the "Period of Affordability" requirements in 24 CFR 92.254(a)(4).

The GUCC is subject to the limitation that when the recapture provision is triggered by a voluntary or involuntary sale of a HOME-assisted housing unit, and there are no net proceeds or net proceeds are insufficient to repay the HOME investment due, the GUCC can only recapture the net proceeds, if any.

If a homeowner chooses to sell or use the property for non-eligible HOME Program activities, the full amount of the HOME Program funding assistance that enabled the homebuyer to buy the unit [excluding the amount used for the development subsidy (the cost difference between producing the house and its fair market value)] shall be recaptured and repaid to the GUCC provided that net proceeds are sufficient. If net proceeds are insufficient to repay the total HOME investment due, only the net proceeds will be recaptured. In the event that net proceeds are zero (as is usually the case with foreclosure), the recapture provision still applies, but there are no funds to recapture.

Direct subsidies trigger recapture. Eligible homebuyers who received Downpayment Assistance or other HOME Program funds from the GUCC, its CHDOs, or subrecipients must return the HOME funds to the GUCC's HOME Trust Fund account, which will ensure that the recaptured HOME Program Funds are reinvested in other affordable housing for low to moderate income persons. CHDOs and subrecipients alike shall lien "windfall" profits homeowners would expect to receive if they buy a house for a price below its appraised value. [Lien would be for the difference between the appraised value and the sales price]. The recapture provision, to include the HOME Program Affordability Period, shall be accomplished through legally enforceable documents such as deed restrictions, property liens, and contractual obligations.

Resale Provisions [24 CFR 92.254(a)(5)(i)]

The Resale Provisions will ensure compliance with the "Period of Affordability" requirements in 24 CFR 92.254(a)(5)(i).

If HOME-assisted housing does not continue to be the principal residence of the initial household for the duration of the period of affordability, the housing shall be made available for subsequent purchase only to a buyer whose household qualifies as a low-income household and will use the property as its principal

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

residence. The resale provision, to include the HOME Program Affordability Period, shall be accomplished through legally enforceable documents such as deed restrictions, property liens, and contractual obligations.

Development subsidies trigger resale. GUCC projects consisting of development subsidies only, with no direct subsidy to the homebuyer, shall comply with the resale provision. In the event the GUCC provides a development subsidy (i.e. the difference between the total cost of producing the unit and the fair market value of the property) to CHDOs or subrecipients, the amount of the development subsidy shall not be included in calculating direct subsidy.

ITEM 6: MATCHING FUNDS

The CHDO/subrecipient shall provide matching contributions of at least \$62,025.25 for the HOME Program activities in this Agreement. These matching contributions shall be provided by CHDO/subrecipient, as prescribed in 24 CFR 92.220, and as further described in HUD CPD Notice 97-03. CHDO/subrecipient may use the methods described in these documents to provide the required matching funds.

An accurate Match Log must be kept by SUBRECIPIENT documenting all Match credits and debits. This log shall, at the end of each Federal Fiscal Year (September 30), be balanced and reflect a cumulative total match of no less than 25% of drawn project costs. A copy of the Match Log must be provided to the GUCC by October 1st of each year covered by this agreement.

ITEM 7: PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), Subpart G (Community Development Housing Organizations), and Subpart H (Other Federal Requirements).

ITEM 8: PROPERTY STANDARDS

All housing units assisted with HOME Program funds awarded to CHDO/subrecipient must meet the HOME Program Property Standards specified at 24 CFR 92.251 as well the building codes adopted by the Georgia Department of Community Affairs [DCA], including the International Residential Code, International Plumbing Code, and International Energy Conservation Code; and the National Electric Code. All of the aforementioned codes have been amended by the State of Georgia, and the amendments are part of the adopted referenced codes. Single-Family homes that are rehabilitated with HOME Program funds must comply with minimum HUD Section 8 Housing Quality Standards [HQS], the Standard [Southern] Building Code [SBCCI], and Cobb County CDBG Office Minimum Property Standards.

ITEM 9: DAVIS-BACON REQUIREMENTS

The GUCC shall be responsible for the preparation of all requests for wage rate determinations related to this HOME Program activity, on behalf of the CHDO/subrecipient. The CHDO/subrecipient shall notify the GUCC prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The GUCC will provide technical assistance to the CHDO/subrecipient to ensure compliance with these requirements.

ITEM 10: HOME PROGRAM REQUIREMENTS APPLICABLE TO THIS AGREEMENT

SUBRECIPIENT will comply with all other applicable HOME regulations contained in 24 CFR Part 92 (as amended), including, but not limited to:

- a) Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- b) Combined affordability of assisted units.
- c) Inspection of rental units to comply with HUD-required Property Standards [24 CFR 92.251]
- d) Environmental Review.
- e) HOME Program Rents and occupancy requirements.
- f) Income eligibility of tenants and annual review, thereof for rental units.
- g) Lease requirements.
- h) Construction commencement within 12 months.

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

[Note: The most current HOME Program Regulations [24 CFR Part 92] and the "Common Rule" [24 CFR Part 84] are attached to this Agreement as Attachment F, for reference.]

ITEM 11: HOME PROJECT INFORMATION

SUBRECIPIENT shall supply to the GUCC, in a timely manner and on HUD and GUCC prescribed forms, the information on each HOME-assisted project required by the HUD Integrated Disbursement and Information System [or any successor system at HUD] and by the GUCC, including:

- A. Project set-up and any revisions
- B. Expenditure payment documents
- C. Project completion
- D. Monthly Reports
- E. CAPER reporting

ITEM 12: ACQUISITION, DISPLACEMENT, and RELOCATION REQUIREMENTS

SUBRECIPIENT shall carry out its HOME Program assisted activities in conformance with the requirements of 24 CFR 92.353, which deal with displacement, relocation, and acquisition. Cobb County's Anti-displacement Policy shall serve as the policy for SUBRECIPIENT. No displacement of homeowners/tenants shall occur as a result of HOME Program activities.

ARTICLE II.
RESPONSIBILITIES OF SUBRECIPIENT

ITEM 13: RECORDKEEPING

- A. CHDO/subrecipient shall maintain legal and financial records in accordance with the requirements prescribed by the GUCC and by HUD, described herein and set forth in Attachment A and C to this Agreement. CHDO/subrecipient will also maintain all records required by HOME regulations including those records listed in Attachments A-E:
 - (1) Records documenting program income for HOME-assisted projects.
 - (2) Procurement records for all HOME Program activities.
 - (3) Project records-documentation to back-up rents and utility allowance calculations.
 - (4) Tenant files to include the tenant's application, initial income verification documents, subsequent income recertification documents, and the tenant's lease.
- B. All records pertaining to this Agreement shall be made available for inspection as described in Attachment C.

ITEM 14: PAYMENT REQUESTS SUBMITTED TO GUCC

SUBRECIPIENT agrees to submit disbursement requests to the GUCC only at the point that funds are needed to pay eligible HOME Program expenses. The amount of each request must be limited to the amount needed.

ITEM 15: PROGRAM INCOME

Program income as defined by 24 CFR sec. 92.2 shall be returned to the GUCC, immediately upon receipt, as further described in Item 14, herein. Program Income shall not include rent payments made to SUBRECIPIENT by renters who occupy HOME Program assisted housing units. SUBRECIPIENT is allowed to retain that proportion of sales proceeds which are derived from its share/percentage of the investment in the project.

ITEM 16: REPAYMENTS

Any HOME funds invested in housing that does not meet the applicable affordability requirements, or in a project that is deemed ineligible, or terminated before completion, either voluntarily or otherwise, must be repaid to the Cobb County CDBG Program Office by the CHDO and/or Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

County is no longer a HOME Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

ITEM 17: AUDITS

SUBRECIPIENT agrees to comply with the requirements of HOME Final Rule [24 CFR Part 92.506]. Audits must be conducted in accordance with OMB Circular A-133.

ITEM 18: REPORTS and MEETINGS

1. At such time and in such forms as HUD or the GUCC may require, CHDO/subrecipient shall furnish to HUD or the GUCC such statements, records, reports and information pertaining to matters covered by this Agreement as HUD or the GUCC may request, including, but not limited to the following:
 - a) An annual budget showing projected agency income and expenditures for each fiscal year covered by the Agreement.
 - b) An Annual Performance Report for its HOME assisted activities at a time and in a format to be provided by the GUCC.
 - c) An audit or audited financial statement for each fiscal year covered by this Agreement, or for such other period as the GUCC may agree. Such audit shall be performed by a qualified Independent Certified Public Accountant in accordance with federal requirements in OMB Circular A-133 and Attachment C to the Agreement, and shall be furnished to the GUCC within nine months following the end of each CHDO/subrecipient fiscal year.
 - d) Copies of all reports, brochures, advertisements, newsletters and other material published by SUBRECIPIENT pertaining to services provided under this Agreement. Such documents shall contain the statement: "Funding assistance provided by the Cobb GUCC Board of Commissioners, through a HOME Investment Partnership Act [HOME] Program grant, provided to Cobb GUCC by HUD."
2. The CHDO and/or Subrecipient's executive staff shall meet on a quarterly basis [or more often if requested by GUCC staff] with GUCC, County and City (if applicable) officials to discuss progress toward the achievement of the requirements of this Amendment.
3. CHDO/subrecipient shall attend or hold any other such meetings as the GUCC or HUD may require.

ITEM 19: CONSULTATION FOR CHANGES

CHDO/subrecipient shall consult the GUCC on any changes that will result in significant changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both the GUCC and the CHDO/subrecipient

ITEM 20: ACKNOWLEDGEMENT OF FUNDING SOURCE

CHDO/subrecipient shall affix a sign in a prominent position outside of all project sites which includes the following statement:

"This project is financed in part by the Georgia Urban County Consortium of Cobb County, Georgia, and the U.S. Department of Housing and Urban Development under the HOME Program."

The Subrecipient shall ensure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities. CHDO/subrecipient shall also acknowledge the support of the GUCC and HUD in all published material as stated in Article II Item 18 (1)(d) and in Attachment C to this Agreement.

ARTICLE III.
RESPONSIBILITIES OF THE GUCC

ITEM 21: COORDINATION

The GUCC will appoint the Cobb County CDBG Program Office to serve as its representative. GUCC staff members will coordinate the GUCC's participation in this Agreement in conjunction with the Cobb County Office of Economic Development. The HOME Program designee will also be responsible for monitoring progress and coordinating required meetings. The HOME Program's designee is:

Jeremy Gray, HOME Program Manager
Cobb County CDBG Program Office
121 Haynes Street
Marietta, Georgia 30060

[Program management staffing for the Cobb County CDBG Program Office is provided by WFN Consulting (W. Frank Newton, Inc.)]

ITEM 22: MONITORING and PERFORMANCE REVIEW

1. The GUCC's designee may inspect the progress of work, at any time, if it is reasonably convenient to CHDO/subrecipient. Inspection shall include, but not be limited to, the following:
 - a) The GUCC shall review all written reports required by the Agreement. If a report is incomplete, incorrect, or otherwise deficient, the GUCC shall promptly notify CHDO/subrecipient of the deficiency, in writing.
 - b) The GUCC shall monitor the progress of work and inspect records at CHDO/subrecipient premises as often as it shall deem necessary, and in any event, not less than annually.
 - c) The GUCC shall access, inspect, and survey actual work or construction sites, with or without accompaniment by CHDO/subrecipient staff or notification of CHDO/subrecipient.
2. The GUCC reserves the right to attend all or any meetings of CHDO/subrecipient Board of Directors, or other governing body (except any such meetings which deal exclusively with personnel matters and such meetings shall be classified as "executive session" in nature), and its sub-committees.

ITEM 23: AVAILABILITY OF INFORMATION

The GUCC shall make available to CHDO/subrecipient such information pertaining to services provided under this Agreement, as it deems necessary, including previous reports, government regulations, and other materials.

ITEM 24: INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS) OR SUCCESSOR SYSTEM(S)

The GUCC shall ensure that all CHDO/subrecipient HOME-assisted projects are set up and maintained in the HUD Integrated Disbursement and Information System [IDIS], or any successor computerized system at HUD.

ITEM 25: INTERPRETATION OF HOME PROGRAM REGULATIONS

The responsibility for interpretation of HOME Program rules and regulations and their applicability to CHDOs or Subrecipients lies solely with Cobb County, as the Lead Entity for the GUCC. The Lead Entity reserves the right to interpret and apply HOME Program regulations more restrictively than HUD, its Field Offices, publications, and representatives based upon the complexity of the project, existing capacity of the organization, and the risk to the County. As a CHDO and/or Subrecipient for the GUCC, the entity agrees to be bound by the interpretations and determinations of Cobb County, as the Lead Entity for the GUCC.

ARTICLE IV.
TIME OF PERFORMANCE AND COMPENSATION

ITEM 26: TIME OF PERFORMANCE

This Agreement shall be effective as of the date and year first written above and shall continue through the duration of the latest dated period of affordability of units assisted with HOME funds under this Agreement.

ITEM 27: EXTENSION OF TIME

The time of completion may be adjusted only by written agreement between the parties, and any changes in schedule may not extend the duration of the agreement beyond December 31, 2016.

ITEM 28: COMPENSATION/DURATION OF AGREEMENT

ELIGIBLE ACTIVITIES	AGREEMENT DATE	BUDGET AMOUNT	TERMINATION DATE
Single Family Housing Rehabilitation	January 1, 2011	\$192,967.00	December 31, 2013
Project Cherokee (20% CHDO/Non-CHDO)	January 1, 2011	\$55,134.00	December 31, 2013
Program Administration	January 1, 2011	\$13,783.00	December 31, 2013
Total Funds		\$261,884.00	

1. The GUCC will process all SUBRECIPIENT HOME transactions, as designated under this Agreement, through the Integrated Disbursement Information System (IDIS) or any successor computerized system at HUD.
2. SUBRECIPIENT may not request reimbursement of HOME funds until the funds are needed for payment of eligible costs. Each request will be limited to the amount needed. Disbursements of eligible costs will normally be made to SUBRECIPIENT within thirty working days, upon transmission of completed and acceptable payment requests to the Cobb County Department of Financial Services by the CDBG Program Office; and upon receipt and approval of the payment by the Department of Financial Services.
3. In no case will the GUCC reimburse any portion of any cost determined to be ineligible under this Agreement or under HOME regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the GUCC reimburse any cost which has been or will be reimbursed from another source.

ARTICLE V.
REVERSION OF ASSETS

ITEM 29: REVERSION OF ASSETS

In the event that this Agreement is terminated or expires without replacement or extension by a similar agreement, SUBRECIPIENT shall:

- Return to the GUCC all HOME Program income.
- Assign to the GUCC all accounts receivable which, when received, would be Program Income.
- Assign to the GUCC title to all property owned by SUBRECIPIENT, its subsidiaries, partners, or affiliates in which GUCC HOME Program funds have been invested.

The following items, included elsewhere herein, may additionally apply:

- Item 16: Repayments
- Item 31: Ongoing Obligations
- Item 32: Disputes, Default, and Termination

ARTICLE VI.
CONDITIONS OF PERFORMANCE

ITEM 30: INDEMNITY and HOLD HARMLESS

CHDO/subrecipient shall indemnify and hold harmless the GUCC and its Program Management Firm from all claims, damage, expense, costs and liability due to the activities of CHDO/subrecipient, its sub-contractors, agents and employees in the performance of this Agreement.

ITEM 31: ONGOING OBLIGATIONS

The CHDO and/or Subrecipient shall abide by the terms of the Subrecipient Agreement and by the HOME Program regulations and requirements throughout the period of affordability for all projects initiated by the Subrecipient. Until such time as all GUCC funds allocated to a Subrecipient are expended and all Program Income derived from the expenditure of those funds is returned to the GUCC and all affordability periods for GUCC-funded projects carried out by the Subrecipient are met, the most recently executed Subrecipient Agreement, shall continue to govern the relationship between the Subrecipient and the Lead Entity for the GUCC, regardless of the status of the Consortium. If an entity chooses to withdraw from a contractual agreement with the GUCC prior to satisfaction of the above-referenced obligations, a plan for meeting the obligations must be approved by the GUCC's Lead Entity before the contractual relationship may be terminated.

ITEM 32: DISPUTES, DEFAULT, and TERMINATION

1. SUBRECIPIENT agrees to the conditions relating to disputes, default, and termination set out in Attachment C.
2. If HOME affordability requirements are not met for any of these HOME-assisted activities, the SUBRECIPIENT will repay to the GUCC the amount of HOME funds invested in the activity(s) for which the HOME Program affordability requirements have not been met.
3. If the CHDO and/or Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this agreement, such a determination being made by the Lead Entity for the GUCC, the CHDO and/or Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the GUCC or an agent of the GUCC. If the entity fails to cure such default within such time as may be required by such notice, the GUCC may at its option terminate and cancel this contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the CHDO and/or Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the GUCC as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the GUCC under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

ITEM 33: NON-WAIVER

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

ITEM 34: COMPLIANCE WITH ALL LAWS

All services performed hereunder shall be in accordance with all federal, state, and local laws, ordinances, rules and regulations including, but not limited to, those laws, rules and regulations outlined in Attachment C of this Agreement (General Specifications and Conditions).

ARTICLE VII.
NOTICES

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses, or such other address, as a party may designate in writing:

Notices to the GUCC:

Cobb County CDBG Program Office
121 Haynes Street
Marietta, GA 30060
Attn: Mr. Jeremy Gray, HOME Program Manager

Notices to the SUBRECIPIENT

Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
Attn: Mr. L. B. Ahrens, Jr., Chairman

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

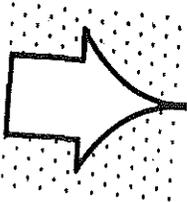
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, and all Attachments, the day and year first written above:

FOR CHEROKEE COUNTY BOARD OF COMMISSIONERS:

FOR COBB COUNTY [Lead Entity for the GUCC]:

By _____
(Signature)

L. B. Ahrens, Jr., Chairman
(Typed Name/Title)



(Signature Date)

[Impress County Seal Here]

By _____
(Signature)

Timothy Lee, Chairman
Cobb County Board of Commissioners
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

Candace W. Ellison, County Clerk
(Typed Name/Title)

(Signature Date)

Board Action Date:

Approved As To Form:

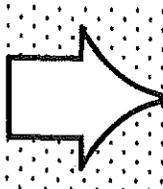
County Attorney's Office

By _____
(Signature)

By Nick Autorina, Managing Director,
Cobb County CDBG Program Office
(Typed Name/Title)

(Signature Date)

ATTEST:



By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

SUBRECIPIENT Governing Body Approval Date:

ATTACHMENT A

PROJECT RECORD-KEEPING

- 0 **Records must be kept by SUBRECIPIENT on individual projects, which include the following information and documentation for all projects:**
- Each project meets the applicable property standards.
 - The incomes and sizes of the families benefiting from the expenditure of HOME funds.
 - The per unit amount of HOME dollars invested, in compliance with HUD's per-unit subsidy amount requirements and with HUD's purchase price requirements.
 - Compliance with the affirmative marketing requirements and existence of acceptable procedures.
 - Compliance with relocation requirements.
 - Equal opportunity and fair housing records including racial and ethnic groups and single headed household data, Section 3 data, minority and female owned business data, and affirmative fair housing actions.
 - Compliance with lead-based paint and Davis-Bacon requirements.
 - Compliance with conflict of interest rules.
 - Compliance with HOME Fair Market Rents and occupancy requirements.

ATTACHMENT B

CERTIFICATIONS
HOME PROGRAM CERTIFICATIONS

In accordance with the Home Investment Partnerships Act and with 24 CFR 91.225(d), the SUBRECIPIENT certifies that:

- (a) Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that Cobb County has adopted for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;
- (b) If the SUBRECIPIENT intends to carry out new construction, this activity shall be carried out in accordance with 24 CFR Part 92. Cobb County certifies that new construction projects will be implemented in cases where rehabilitation is not the most cost-effective way to meet affordable housing needs;
- (c) If the SUBRECIPIENT intends to provide tenant-based rental assistance;

The use of HOME funds for tenant-based rental assistance is an essential element of the SUBRECIPIENT jurisdiction's annual approved housing strategy for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

- (d) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnerships (HOME) Program, in accordance with the HOME regulations;
- (e) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR 92.353;
- (f) The SUBRECIPIENT will use HOME funds pursuant to the Cobb County Consolidated Plan, as approved by HUD, and in conformance with all the requirements of 24 CFR Part 92;
- (g) The SUBRECIPIENT will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUBRECIPIENT'S policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will

- (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
 8. The SUBRECIPIENT shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114
Cherokee County, Georgia

- (h) To the best of its knowledge and belief:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. The SUBRECIPIENT will require that the language of paragraph (g) of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such contractors, subcontractors and/or sub-grantees shall certify and disclose accordingly.

ATTACHMENT C

GENERAL SPECIFICATIONS AND CONDITIONS

COBB COUNTY/GUCC
GENERAL SPECIFICATIONS AND CONDITIONS
FOR
HOME PROGRAM AGREEMENTS
WITH
SUBRECIPIENTS AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

January 2011

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**COBB COUNTY
GENERAL SPECIFICATIONS AND CONDITIONS
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENTS
WITH
SUBRECIPIENTS AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDOs)
JANUARY 2011**

SEC. 1. DEFINITIONS. As used in this agreement:

- "COUNTY" means the Board of Commissioners of Cobb County, Georgia or a person or entity authorized to act on their behalf.
- "Contract" includes any grant or loan agreement.
- "Contractor" means the person entering into a contract with the County, including a Subrecipient, a CHDO (as defined below), and a person or organization providing goods or services under a standard commercial construction or procurement contract.
- "CHDO" means Community Housing Development Organization as defined in 24 CFR Part 92.
- "HOME" refers to the HOME Investment Partnership Program as defined in Title II of the 1990 National Affordable Housing Act.
- "HUD" means the U.S. Department of Housing and Urban Development.
- "Project" means the HOME-assisted activity described in this Agreement.
- "Subrecipient" means a public or private non-profit agency, authority or organization, which receives HOME funds from the County to undertake projects other than as owner or developer. It does not include contractors providing goods or services to the County or to a CHDO under a standard commercial construction or procurement contract.

SEC. 2. APPLICABILITY. This Attachment contains the general conditions applicable to contracts for the disbursement of federal funds, including HOME funds. These are federal requirements and take precedence over any conflicting conditions in the Agreement.

SEC. 3. APPLICATION TO SUBCONTRACTS. No funds shall be disbursed by the Subrecipient/CHDO/Contractor to any subcontractor except pursuant to a written contract that shall incorporate all applicable conditions set out in this Attachment.

SEC. 4. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Subrecipients and CHDO's shall comply with the policies, guidelines, and requirements of the following regulations of the federal Office of Management and Budget.

- A) For governmental entities (including public agencies):
- (i) OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments," and 24 CFR Part 85.
 - (ii) OMB Circular No. A-133. "Audits of States, Local Governments and Non-profit Organizations."
 - (iii) The applicable sections of 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Cooperative Agreements to Non-profit Organizations".
- B) For other Subrecipients and CHDO's:
- (i) OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21 "Cost Principles for Educational Institutions", as applicable, and
 - (ii) OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organization", and 24 CFR Part 84.

- (iii) OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations", which applies to Subrecipients [or CHDO's] expending \$500,000 a year, or more, in federal awards from all sources.

SEC. 5. RECORD-KEEPING REQUIREMENTS.

A) Records to be kept

The Subrecipient/CHDO shall maintain records relating to matters covered by this Agreement as required by the Uniform Administrative Requirements and by any additional requirements in this Agreement. Such records shall be maintained for a period of five years, starting from 1) the effective date of this agreement or 2) the year following completion of the affordability period for the project in question, whichever is longer.

B) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C) Inspection of Records

At any time during normal business hours and as often as the COUNTY, HUD and/or the Comptroller General of the United States may deem necessary, the Subrecipient/CHDO/Contractor shall make available to the COUNTY, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Agreement, and will permit the COUNTY, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and any other data relating to matters covered by this Agreement.

SEC. 6. PROGRAM INCOME.

Program income means any gross income received by a Subrecipient or CHDO that is directly generated by the use of the funds paid to the Subrecipient or CHDO under this Agreement. Program income includes, but is not limited to:

- (i) Proceeds from the sale or long-term lease of real property acquired or improved with HOME funds;
- (ii) Gross income from the use or rental of real property acquired or improved with HOME funds, less incidental costs; Monthly Report must be submitted by CHDO on a timely basis, please refer to Attachment E.
- (iii) Payments of principal and interest on loans made using HOME Funds;
- (iv) Proceeds from the sale of loans made with HOME funds, or the sale of obligations secured by such loans;

Program income does not include other grants or donations received by the Subrecipient or CHDO. All program income received is to be separately identified in the Subrecipient's or CHDO's financial records, and returned immediately to the COUNTY.

SEC. 7. DISPUTES, DEFAULT, AND TERMINATION

A. Disputes. In the event of dispute arising under this Agreement, the Subrecipient/CHDO shall notify the GUCC promptly in writing of his contentions and submit his claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Subrecipient/CHDO shall proceed with such work in compliance with the instructions of the GUCC; such compliance shall be a waiver of the CHDO/Contractor's rights to make a claim, provided it has notified the GUCC in writing as above stipulated.

B. Default and Remedies.

- 1. If the CHDO and/or Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this agreement, such a determination being made by the Lead Entity for the GUCC, the CHDO and/or Subrecipient shall

be in default and notice in writing shall be given to the entity of such default by the GUCC or an agent of the GUCC. If the entity fails to cure such default within such time as may be required by such notice, the GUCC may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the CHDO and/or Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the GUCC as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the GUCC under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

2. Notwithstanding the above, the Subrecipient/CHDO shall not be relieved of liability to the GUCC for damage sustained by the GUCC by virtue of any default or breach of the Agreement; and the GUCC may deduct the amount of damages from any outstanding payments to the Subrecipient/CHDO or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the GUCC will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.
2. The GUCC reserves the right, if it determines it to be in the best interests of the GUCC to do so, to postpone or abandon the Agreement. If the GUCC exercises this right, it shall terminate this Agreement by giving a thirty (30) day written notice to the Subrecipient/CHDO; and, in such event, the Subrecipient/CHDO shall be compensated for all previously approved services performed up to thirty (30) days from the date of receipt of the GUCC's written notice of such termination.
3. The Subrecipient/CHDO may terminate this Agreement at any time by a notice in writing to the GUCC at least thirty (30) days prior to actual termination of services. The Subrecipient/CHDO shall not be relieved of liability to the GUCC for damages sustained by the GUCC by virtue of any breach of the Agreement by the Subrecipient/CHDO, and the GUCC may withhold payments to the Subrecipient/CHDO until such time as the exact amount of damages due the GUCC from the Subrecipient/CHDO is determined.
4. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with HOME funds by the Subrecipient/CHDO under this Agreement shall, at the option of the GUCC, become its property and the Subrecipient/CHDO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SEC. 8. RELIGIOUS ACTIVITIES [See 24 CFR Part 92.257, as amended September 30, 2003 68 FR 56395.]

24 CFR 92.257, as amended, now states, in part:

"HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 84)."

SEC. 9. ACKNOWLEDGMENT OF FEDERAL ASSISTANCE

- A. All publications, pamphlets, brochures, news releases or other material prepared and/or distributed by a Subrecipient or CHDO in connection with activities assisted under this Agreement shall identify the COUNTY and HUD as a sponsor of the activity.
- B. All buildings, offices and facilities used by a Subrecipient or CHDO to fulfill obligations under this Agreement shall display a notice identifying the GUCC, and HUD as sponsors of the activity.

**ATTACHMENT D
AGREEMENT BUDGET
GUCC HOME PROGRAM FUNDS
CHEROKEE COUNTY BOARD OF COMMISSIONERS**

ACTIVITY	HOME BUDGET AMOUNT	MATCH LIABILITY
Single Family Housing Rehabilitation	\$192,967.00	\$48,241.75
Project Cherokee (20% CHDO/Non-CHDO)	\$55,134.00	\$13,783.50
Program Administration	\$13,783.00	\$0.00
TOTAL	\$261,884.00	\$ 62,025.25

**ATTACHMENT E
SCOPE OF SERVICES**

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: Cherokee County Board of Commissioners
Cobb County Goal: **Housing Goal 1 – Increase access to affordable housing for low- to moderate-income persons residing in Cherokee County.**

Activity Name: Acquisition Activities
[\$55,134.00 HOME CHDO & Non-CHDO Funds + \$13,783.50 Matching Funds]

Activity Numbers: 2010-5223

Cobb County Goal: **Housing Goal 2 – Decrease substandard housing for low and moderate income individuals and families residing in Cherokee County.**

Activity Name: Owner-Occupied Housing Rehabilitation
[\$192,967.00 HOME Funds + \$48,241.75 Matching Funds]

Activity Number: 2010-5145

HOME Eligibility Citation: 24 CFR 92.205

The total PY 2009 HOME Program funds budget shall not exceed **\$261,884.00**. The agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on December 31, 2013.

Activity Descriptions

Owner-Occupied Housing Rehabilitation: [\$192,967.00]

An amount not to exceed **\$192,967.00** shall be expended by Cherokee County from PY 2010 HOME Program funds for owner-occupied housing rehabilitation of unspecified properties in Cherokee County. This will include the cities of Canton, Ball Ground, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock. The GUCC awards **\$192,967.00** as a grant to SUBRECIPIENT with the stipulation that the investment of all HOME Program funds shall be secured by a property lien placed by the Cherokee County Attorney.

Project Cherokee – 15% CHDO Set-Aside + 5% Additional Non-CHDO [\$55,134.00]

An amount not to exceed **\$55,134.00** shall be expended by a CHDO authorized by the GUCC to operate within Cherokee County to acquire at least two [2] vacant lots or dilapidated homes in Cherokee County for the purposes of new construction or rehabilitation.

Program Administration [\$13,783.00]

An amount not to exceed **\$13,783.00** shall be expended by SUBRECIPIENT for operating costs associated with eligible HOME Program project activities in Cherokee County.

Activity Timetable

The duration of the Subrecipient Agreement is as follows:

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

Agreement Effective Date	January 1, 2011
Deadline for Commitment of Funds	December 31, 2011
Deadline for Expenditure of Funds	December 31, 2013
Agreement Termination Date	December 31, 2013
Deadline for Receipt of Final Reimbursement Request	January 31, 2014

General Requirements

SUBRECIPIENT shall provide a copy of its current Policies and Procedures for its HOME Program activities to the Cobb County CDBG Program Office by March 31, 2011. The Cobb County CDBG Program Office will notify SUBRECIPIENT in writing, of any changes in the Policies and Procedures to ensure Consolidated Plan consistency and/or regulatory compliance. **If the Cobb County CDBG Program Office has been provided a current copy of the document, please indicate the date of the most current Policies and Procedures.**

Date: _____

Maximum Household Income Limits

Homeowners who receive any HOME Program assistance [occupants of rehabilitated, new, or downpayment assisted units], must have total household aggregate income, from all persons living in the household at the time of qualification, equal to or less than 80% of the current HOME Program median family income [MFI] for Cobb County, Georgia [Metropolitan Atlanta, Georgia] as defined by the United States Department of Housing and Urban Development (HUD). The current MFI limits are contained in this Attachment. New income limits will be distributed to the Subrecipient by the Cobb County Community Development Program Office when HUD publishes any changes in this data.

2011 HOME Program Income Limits

Effective July 13, 2011

Family Size	Extremely Low 30%	Very Low Income 50%	Low Income 60%	Moderate Income 80%
1	14,350	23,950	28,740	38,300
2	16,400	27,350	32,820	43,750
3	18,450	30,750	36,900	49,200
4	20,500	34,150	40,980	54,650
5	22,150	36,900	44,280	59,050
6	23,800	39,650	47,580	63,400
7	25,450	42,350	50,820	67,800
8	27,100	45,100	54,120	72,150

Source: U. S. Department of Housing and Urban Development [HUD]

**Income of all persons living in the household*

Property Locations

Property rehabilitation by Cherokee County with Cobb HOME Program grant funds must be located within Cherokee County, Georgia.

Payments to SUBRECIPIENT

The GUCC shall reimburse SUBRECIPIENT its allowable costs for the services identified in this Agreement, not to exceed the HOME Program budget specified in this Agreement, upon the submission of properly prepared and documented requests for reimbursement. Such reimbursements shall constitute full and complete payment by the GUCC to SUBRECIPIENT under this Agreement. Allowable costs shall mean those costs identified in this Agreement and approved by the GUCC, unless any or all such costs are disallowed by HUD.

Any reimbursements made under this Agreement must comply with the applicable requirements of 24 CFR Part 84. SUBRECIPIENT may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Cobb County – Cherokee County – HOME Program Agreement – PY 2011

Payment requests shall be submitted by SUBRECIPIENT to the GUCC at the following address:

Cobb County CDBG Program Office
121 Haynes Street
Marietta, Georgia 30060
Attn: Jeremy Gray, HOME Program Manager

Payments shall be made by the GUCC to SUBRECIPIENT at the following address:

Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114
Cherokee County, Georgia

At the end of the period of this Agreement, unless such date is extended by formal amendment to this Agreement, if funds are unobligated and/or unexpended, the Cobb County GUCC reserves the right to recapture the funds for use on other eligible activities.

Monthly Reports for Services Delivered

A monthly program report must be submitted to the GUCC by the 15th day of each month. This report should detail program and development activity and should use the Cobb County HOME Program Monthly Report form contained in this Attachment, with any required additional documentation as may be specified by the Cobb County CDBG Program Office.

The Monthly Report shall be submitted during every month of the period of this Agreement [January 1, 2011 – December 31, 2013]. However, should all funds be expended prior to the termination date of the Agreement, submission of reports shall cease with the submission of the report for the month in which the Agreement budget shall be fully expended. All monthly reports are to be submitted to the Cobb County CDBG Program Office by the 15th calendar day of every month.

Displacement, Relocation, Acquisition, and Replacement of Housing

SUBRECIPIENT shall carry out its HOME Program assisted activities in conformance with the requirements of 24 CFR 92.353, which references displacement, relocation, and acquisition. Cobb County's policy shall serve as SUBRECIPIENT's policy—no displacement of homeowner/tenants shall occur as a result of HOME Program activities. GUCC Subrecipient acquisitions are intended to be carried out in compliance with voluntary regulations found at 49 CFR 24.101 and are explained in HUD's implementing instructions at Chapter 5 of HUD Handbook 1378.

To ensure compliance with Cobb County's policy of anti-displacement, no voluntary displacement of persons, businesses, or agencies should occur as a result of a HOME assisted activity. If displacement from a site will be necessary, the Subrecipient shall notify the Cobb County CDBG Program Office, in writing, prior to entering into any option or agreement to acquire that site. In the event the Subrecipient fails to obtain approval to acquire an occupied site where displacement will be necessary, the County reserves the right to refuse to participate in that acquisition, or the planned reuse of that parcel, to ensure compliance with its anti-displacement policy.

Schedule

CHDO ACQUISITION OF HOME SITE
PROJECT NUMBER 2010 – 5223

Tasks	Start Date	Ending Date
Project Setup	January 1, 2011	December 31, 2011
Project Delivery	January 1, 2011	December 31, 2013
Project Closeout	N/A	January 31, 2014

OWNER-OCCUPIED HOUSING REHABILITATION
PROJECT NUMBER 2009 – 5145

Tasks	Start Date	Ending Date
Project Setup	January 1, 2011	December 31, 2011
Project Delivery	January 1, 2011	December 31, 2013
Project Closeout	N/A	January 15, 2014

ADMINISTRATIVE FUNDS
PROJECT NUMBER 2009 – 5200

Tasks	Start Date	Ending Date
Project Setup	January 1, 2011	December 31, 2011
Project Delivery	January 1, 2011	December 31, 2013
Project Closeout	N/A	January 15, 2014

GUCC HOME Program Monthly Report

Subrecipient/CHDO Name:	Submit Completed Report To: Cobb County CDBG Program Office 121 Haynes Street Marietta, GA 30060 FAX: 770-528-1466
Report for the Period (month/year):	
Name of Person Submitting Report:	
Date Report Submitted:	

PART I: New Persons Served This Month

Note: Persons served are to be reported only during the first month they are served during the Program Year, and not reported again during that Program Year.

1. New Persons Served - By Income Group – Percentages of Median Family/Household Income	Number of Persons Served
A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income]	
B. New persons served [Very Low Income – 31%-50% Median Family/Household Income]	
C. New persons served [Low Income - 51%-80% Median Family/Household Income]	
D. New persons served [Over 80% Median Family/Household Income]	
E. Total New persons served	

2. Number of New Persons Served - By Race/Sex/Ethnicity				
A. Single Race - As Identified by Each Individual - Number of New Persons Served				
Race	Male	Female	Hispanic or Latino	Non-Hispanic or Non-Latino
(1) White				
(2) Black/African-American				
(3) Asian				
(4) American Indian/Alaskan Native				
(5) Native Hawaiian/Other Pacific Islander				
(6) Totals				
B. Multi-Race - As Identified By Each Individual - Number of New Persons Served				
Race	Male	Female	Hispanic or Latino	Non-Hispanic or Non-Latino
(1) American Indian/Alaskan Native & White				
(2) Asian & White				
(3) Black/African-American & White				
(4) American Indian/Alaskan Native & Black/African-American				
(5) Other Multi-Racial				
(6) Totals				

3. Number of New Female-Headed Households Served This Month	—————>
---	--------

HOME Program Income Limits (effective July 13, 2011)

Family Size	Extremely Low 30%	Very Low Income 50%	Low Income 60%	Moderate Income 80%
1	14,350	23,950	28,740	38,300
2	16,400	27,350	32,820	43,750
3	18,450	30,750	36,900	49,200
4	20,500	34,150	40,980	54,650
5	22,150	36,900	44,280	59,050
6	23,800	39,650	47,580	63,400
7	25,450	42,350	50,820	67,800
8	27,100	45,100	54,120	72,150

PART II: Activity Status Report

Homeowner	Activity Amount	Brief Narrative Status Report

Description of significant events/issues/activities during the reporting period:

Description of marketing activities and their success:

PART III: Services Delivered

Service Descriptions	Current Reporting Period	YTD Totals
New Applications for Homeowner Rehabilitation Received		
New Applications for Homeowner Rehabilitation Approved		
Elderly Homeowner Rehabilitation Projects Started		
Elderly Homeowner Rehabilitation Projects Completed		

Signature/Position Title
Cherokee County

Date Signed

Signature – Reviewed/Approved
Cobb County CDBG Program Office

Date Signed

ATTACHMENT F
HUD AND OTHER FEDERAL REGULATIONS – INCLUDED BY REFERENCE

HOME PROGRAM REGULATIONS

24 CFR PART 92

AVAILABLE AT:

http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr92_04.html

"COMMON RULE"

24 CFR PART 84

AVAILABLE AT:

http://www.access.gpo.gov/nara/cfr/waisidx_02/24cfr84_02.html

UNIFORM ADMINISTRATIVE RULES FOR FEDERAL GRANTS

24 CFR PART 85

AVAILABLE AT:

http://www.hud.gov/offices/lead/library/lead/24_CFRPART_85.pdf

DAVIS-BACON ACT

AVAILABLE AT:

<http://www.dol.gov/whd/regs/statutes/dbra.htm>

OMB CIRCULARS

A-133: Audits of States, Local Governments, and Non-Profit Organizations

<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

A-122: Cost Principles of Non-Profit Organizations

<http://www.whitehouse.gov/omb/rewrite/circulars/a122/a122.html>

A-110: Uniform Administrative Requirements for Grants and Agreements

<http://www.whitehouse.gov/omb/rewrite/circulars/a110/a110.html>

A-87: Cost Principles for State, Local, and Indian Tribal Governments

<http://www.whitehouse.gov/omb/rewrite/circulars/a087/a087-all.html>

SECTION 221(d)(3) LIMITS

AVAILABLE AT:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/subsidylimits.cfm>

ATTACHMENT G
HOME APPLICATION

Cherokee County, Georgia
Agenda Request

Agenda No.

CM 10

SUBJECT: STOP VAWA CJSI GRANT

MEETING DATE: OCTOBER 18, 2011

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

APPROVE SUBMISSION OF CONTINUATION APPLICATION FOR STOP VAWA CRIMINAL JUSTICE SYSTEM IMPROVEMENT (CJSI) GRANT

FACTS AND ISSUES:

- FEDERAL AWARD AMOUNT IS \$ 80,000 FOR 2012. (FEDERAL AWARD AMOUNT FOR 2010 AND 2011 WAS \$ 80,000 PER YEAR).
- REQUIRED MATCH AMOUNT IS \$26,666 – MATCH IS SATISFIED WITH EXISTING PERSONNEL. MATCH WILL NOT REQUIRE ANY NEW COUNTY FUNDS.
- 12 MONTH GRANT, AWARD PERIOD IS JANUARY 1, 2012 – DECEMBER 31, 2012. GRANT IS ADMINISTERED BY CRIMINAL JUSTICE COORDINATING COUNCIL.
- RENEWABLE YEARLY AS FEDERAL FUNDING ALLOWS.
- GRANT WILL CONTINUE VIOLENCE AGAINST WOMEN PROSECUTION UNIT. FEDERAL AWARD WILL FUND A PROSECUTOR AND A PART-TIME UNIT SECRETARY.
- CRIMES ASSIGNED TO THE UNIT ARE SEXUAL ASSAULT, DOMESTIC VIOLENCE, AND STALKING.

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

 10/12/11

Cherokee County, Georgia
Agenda Request

cm 11

SUBJECT: Communit-Y Health Network (CHN) Agreement
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: 10-18-2011

COMMISSION ACTION REQUESTED:

Consider Professional Services Agreement between Cherokee County and Communit-Y Health Network (CHN)

FACTS AND ISSUES:

The purpose of this Agreement is to delineate the products and services that are to be delivered by Communit-Y Health Network (CHN) during the course of the engagement, list the basic responsibilities of both the Cherokee County and CHN, and disclose the pricing and terms of payment required by the Agreement.

The price for CHN services is \$ 336 per employee health plan member, per year, guaranteed for two years and paid as follows: \$84 per eligible person described above due within 10 business days after this Agreement is signed, and \$84 per eligible person payable in each of three installments with due dates of December 1, 2011, March 1, 2012 and June 1, 2012. Payment shall be considered late if not received within 30 calendar days of due date. Failure to remit payments in accordance with the above schedule shall constitute a breach of contract. New "hires" entering the Program will be billed at a rate of \$336 per year as of the billing quarter in which they are hired.

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary:

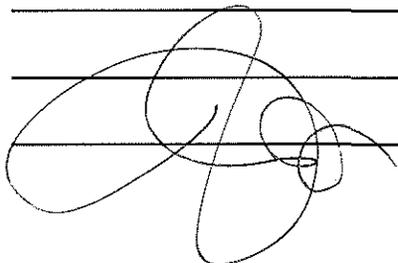
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of November, 2011, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County ("County"), and **Communit-y Health Network (CHN)**, a Corporation, ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Wellness Program Administration (the "Work"); and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Included in IB.

B. The Work

General

The purpose of this Agreement is to delineate the products and services that are to be delivered by Communit-Y Health Network (CHN) during the course of the engagement, list the basic responsibilities of both the Cherokee County and CHN, and disclose the pricing and terms of payment required by the Agreement.

Term of the Agreement

The term of this 12-month Agreement will commence on November 1, 2011 and expire on October 31, 2012. It becomes binding when it is signed by authorized Cherokee County and CHN personnel and initial payment is received by CHN. The agreement may

be renewed each year on anniversary subject to agreement by both parties. This agreement may be terminated on anniversary subject to a sixty (60) day written notification by either party.

A. Description of Program

The CHN Health Management Program is a scientifically-based program of services clinically proven to improve the health of the participating population and reduce the costs of health plan claims. It includes the following 3-steps:

Step-1 Personal Health Evaluation. This comprehensive evaluation is a multi-part process. It includes both data collection and data reporting. Data collection includes a blood draw (lipid profile and glucose), biometric measurements (blood pressure, resting pulse rate, height, weight, waist and hip circumference), and a Health Risk Assessment questionnaire whereby the participant reports certain health-related information. All data collected is entered and stored on the HIPAA compliant CHN *Health-Y-Trax* web-enabled Health Information and Tracking System. The database is encrypted and username/password protected to ensure maximum security and privacy. Each participant receives a Personal Health Report which is personally delivered and coached in a 30 minute private one-on-one session at which time the individual's risk profile and all other information is fully explained. An organizational report of non-personal, aggregate data is also generated, delivered, and explained by the CHN Clinical Manager.

Step-2 Personal Health Risk Reduction. The focus of Risk Reduction Programs is participants at "high risk". These participants are the ones who are at most jeopardy for serious illness and claims associated with those illnesses. However, subject to Coach availability, participants at "moderate risk" or "low risk" are encouraged to engage in Programs. These Programs are personally coached face-to-face (whenever desired and wherever possible) by CHN degreed Health Professionals called *Health-Y-Coaches*. Programs are delivered in 12-week cycles and coached once per week, usually at the job site. Telephone and/or Internet delivery are available, if necessary or desired. At each coaching session, additional data are collected, and at the end of the first 12-week cycle, an end-of-program evaluation is conducted and outcomes report generated in order to prove clinical results of the program.

In general, CHN strives to assign Health-Y-Coaches that match the personality of the Company and its employee population. Coaches will be assigned with the intention of keeping the same coach onsite for at least one, 12-week Program Cycle, but all parties recognize that business circumstances may dictate a change in personnel more or less often, as necessary.

Step-3 Personal Health Maintenance. This step is typical health education and wellness. Monthly group educational 45-minute seminars called *Health-Y-Breaks* are conducted at customer locations by trained CHN *Health-Y-Educators* who cover topics of interest requested by the group. CHN also interfaces with events and activities of other health-related community providers such as hospitals and non-profit groups. Each participant also receives an annual subscription to access the CHN *Health-Y-Trax* System

where they can access a voluminous health information database, log daily activities, read current published articles on health-related topics, communicate with their *Health-Y-Coach*, view their personal CHN Health Management information, and take advantage of many other useful and interactive features.

B. Program Eligibility

The 2011-2012 CHN Health Management Program at the Cherokee County is available to employees who are members of the Health Plan. The County encourages participation by giving discounts to health plan contribution rates to employees who participate.

C. Program Compliance

Compliance Guidelines will be determined by Cherokee County, and shall be in compliance with regulations promulgated by the U.S. Department of Labor with regard to wellness programs. However, the following is recommended as a minimum in order for participants to receive incentives offered by the Health Plan:

- 1) All participants should complete the entire Evaluation;
- 2) All participants designated as “high risk” must go to a primary care physician if referred by the CHN Health-Y-Coach;
- 3) All “high risk” participants released by the primary care physician to CHN should participate in at least one 12-week risk reduction program.

CHN will track and report compliance for the duration of the Health Management Program and will make periodic reports to the Cherokee County Human Resources Department, such reports to state solely that a participant is “in compliance” or “out of compliance,” without the disclosure of any additional information.

Responsibilities of CHN

The following are the basic responsibilities of CHN:

- 1) Assist Cherokee County to promote the program;
- 2) Deliver all products and services in a timely and professional manner;
- 3) Report and communicate in a timely manner.

Responsibilities of Cherokee County

Cherokee County must commit to:

- 1) Management support of the Program with encouragement of employee participation;
- 2) Assist CHN in promoting the Program, enrolling employees, and setting up initial and subsequent screening appointments;
- 3) Providing appropriate incentives to promote the Program in order to maximize participation;
- 4) Allowing employees to participate in the Program on paid time;
- 5) Providing necessary employee information to CHN, consistent with the requirements of HIPAA;
- 6) Making available facilities for CHN employees to use when onsite:
 - a) appropriate screening and office space

- b) computer and internet access
- 7) Establishing and enforcing Program Compliance Guidelines among participants;
- 8) Modifying the Health Plan Document as necessary to support the Program.

Pricing and Payment Terms

The price for CHN services is \$ 336 per employee health plan member, per year, guaranteed for two years and paid as follows: \$84 per eligible person described above due within 10 business days after this Agreement is signed, and \$84 per eligible person payable in each of three installments with due dates of December 1, 2011, March 1, 2012 and June 1, 2012. Payment shall be considered late if not received within 30 calendar days of due date. Failure to remit payments in accordance with the above schedule shall constitute a breach of contract. New “hires” entering the Program will be billed at a rate of \$336 per year as of the billing quarter in which they are hired.

Schedule of Services

The following services will be delivered by CHN on the following frequency (see the attached Addendum A), subject to limitations below:

Personal Health Evaluation - one / participant	Annual
Coaching of Evaluation Report, face-to-face	Annual
Organizational Report of Aggregate Data	Annual
12-week coached Risk Reduction Programs*	As Required
Follow-up Program Evaluations – High Risk*	As Required
Program Outcomes Reports*	As Required
Group Risk Reduction Programs – Supplementary	As Required
Group Health Promotion Seminars – 45 minutes	1 / Month
Periodic Events and Competitions	1/ Quarter
Health-Y-Trax Health Information Website	12-months

* Employees classified “high risk” will receive face-to-face, one-on-one coaching sessions once per week for twelve weeks, fifteen minutes per session. “High Risk” personnel will receive a Follow-up Program Evaluation, and an Aggregate Program Outcomes Report will be generated. Employees who remain “high risk” after the initial 12-weeks of coaching will continue to receive coaching as recommended by their CHN Health-Y-Coach. Participating employees who are “low- or moderate-risk” may engage at their option in coaching as resources are available, usually after the initial 12-week coaching period is complete.

Guarantee of Savings

CHN Wellness Program, Cherokee County Board of Commissioners, 2011 – 2012

Terms and Conditions of Performance Guarantee

Guarantee: 2.15% reduction in adopted Medical/Rx paid claim costs, Short Policy year 2012 (Jan 2012 - Sep 2012), PEPM equivalent reduction noted as Performance PMPM

CHN Fee amount at risk: \$168 PEPY (50% of actual fee or \$14PEPM)

Standards:

**Adopted PY 2012 Plan Costs, minus fixed (admin/ISL) as Base PEPM: \$651.76
Performance PMPM: \$637.76 PMPM
Med/Rx claims are considered
Claims > \$125K (current ISL deductible) excluded from evaluation, as well as
accident/injury claims > \$25,000
Actual results based on incurred reported claims Jan – Oct 2012,
A program start date of 10/7/2011,
Reporting and reconciliation – Jan 2013**

Methodology:

**Incurred and Paid claims as reported by BCBSGA for the time period stated
Actual employee enrollment as reported by BCBSGA for the time periods
measured
Performance analysis will be conducted in January of the year following the
close out of the Plan Year (PY)
Base PMPM as identified above
Paid claims in excess of \$125K will not be included in analysis, nor will
accident/injury claims >\$25K
At Risk amounts are payable to client based on meeting or not meeting
Performance PEPM.**

At Risk:

**CHN - \$168 PEPY, based on actual enrollment, payable in cash within 30 days
of January evaluation if PY 2012 claim period results are higher in dollar value
than Performance PEPM**

Requirements:

**Adoption of the program standards as offered in CHN BAFO @ \$336 PEPY
90% + participation of eligible CCBOC Plan employees enrolled
Program will be for employees only, year one
CCBOC cooperates fully in assisting in planning and roll-out of program
CCBOC grants full access to CHN coaches and allows participants "paid" time
during the business day to attend coaching and education events
Program is renewable each year at the option of CCBOC.**

Confidentiality of Program and Non-Interference

CCBOC agrees not to use of CHN protocols nor to hire CHN personnel for 2-years after termination of Program.

Clarification of Delivery of Services

It is understood that pricing under the capitated rate of \$336 per billable person per year is possible because higher risk participants will receive a higher level of personal services than lower risk participants. Every employee who wishes to participate will receive a base level of services which includes a comprehensive Personal Health Evaluation and personally coached Health Status Report; all participants will be eligible to participate in group health information seminars, competitions and certain internet-based services at their option; and some participants will receive coached programs at their option, based on their risk profile and subject to Coach availability.

D.

Privacy

Notwithstanding anything herein to the contrary, in no event shall CHN disclose protected health information (or "PHI") (as such term is defined in 45 C.F.R. §160.103) Cherokee County officials not authorized to receive such information. CHN may disclose summary health information and de-identified health information to Cherokee County. CHN understands that it is subject to the requirements of HIPAA (the Health Insurance Portability and Accountability Act) and agrees to conduct all its operations for Cherokee County in compliance with that Act. CHN agrees to sign and abide by a current BAA.

Indemnification and Hold Harmless

CHN agrees to indemnify and hold Cherokee County harmless from any and all claims, losses, causes of action and damages, including attorney's fees, resulting from its actions under or pursuant to this contract, including but not limited to, any violations of HIPAA, any negligence, invasion of privacy, or other torts, wrongs or violations of law, statute or ordinance, committed by CHN or its agents, servants, officers, employees or independent contractors. In the event Cherokee County has to sue to enforce this indemnification provision, CHN shall be liable for attorney's fees.

Insurance

CHN agrees to maintain worker's compensation insurance consistent with state requirements for all its employees and those who would be statutory employees under the worker's compensation laws of Georgia. CHN agrees to maintain liability insurance with a limit of at least \$1,000,000 covering its activities under this contract. CHN agrees to provide a certificate of coverage to Cherokee County. Cherokee County shall be named an additional insured on these policies.

Compliance with Law

CHN agrees to comply with all applicable federal, state and local laws, ordinances and regulations in its execution of this contract.

Records

CHN agrees to keep detailed records of the services provided to Cherokee County and its employees. The records shall be sufficient to allow payment in the event of early termination and also to demonstrate compliance with applicable law and regulation. Cherokee County shall not be responsible for payment for any service for which records cannot be provided. CHN shall also make available to CCBOC and its assigned agents any and all data necessary to the allow for the proper evaluation of the program progress and results and to allow for a review of CHN's performance under the terms of the program described. Such data shall be provided to CCBOC and its assigned agents in a format as determined by CCBOC and/or its agents, and such information shall be provided upon request, within a reasonable period of time, to said parties at no charge. In accordance with privacy terms noted in this document, data shall be aggregated in a manner that does not disclose private or confidential personal elements. It is the intent of CCBOC and its assigned agents that any such request for data is intended to be used in the evaluation of the program. Performance data related to the Wellness program at CCBOC shall be the property of CCBOC and not withheld in the event of termination of contract.

E. Termination

This Agreement can be terminated by either party for any reason at any time, other than on anniversary, with five days' written notice. Once the Agreement has been terminated, no additional services shall be provided by CHN and no additional charges incurred. In the event Cherokee County terminates the Agreement off anniversary, Cherokee County will owe to CHN the actual cost of services provided through the date of termination, based upon the charges quoted in the "Fee-for-Service" Schedule – Addendum A attached hereto. If the payments made through the date of termination under the standard schedule set forth above under "Pricing and Payment Terms" are not sufficient to pay for all services provided, Cherokee County shall owe the additional amounts pursuant to Addendum A for services actually rendered. In the event of early termination by Cherokee County, CHN shall, within 14 calendar days, provide Cherokee County with a detailed accounting of services provided to date as well as release all aggregate and member specific data that has been collected and processed by CHN. In the event of an early cancellation by CHN, CHN shall refund any quarterly payment amounts that exceed charges for services rendered by CHN as of the date of cancellation. Such refund and its accounting shall be presented and made within 30 calendar days.

Governing Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia, without giving effect to its conflict of laws provisions. The parties agree that venue for any dispute over this contract shall be Cherokee County Superior Court.

E-Verify

CHN shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. CHN shall submit the required affidavit promulgated by the

Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Agreed: _____ **Date:** _____
Chairman, County Commission
Cherokee County

Agreed: _____ **Date:** _____
County Clerk
Cherokee County

Agreed: _____ **Date:** _____
John H. Giles, CEO
Communit-Y Health Network

(page to be used for overflow wording)



Addendum A - 2011

CHN Health Management Fee-for-Service Program Cost Breakdown

Step 1 – Personal Health Evaluation	Cost
RiskCalc HRA – Online	\$ 10 per person
RiskCalc HRA – Paper	\$ 15 per person
Onsite Screening – Bloodwork, Biometrics	\$ 59 per person
Remote Screening – Bloodwork, Reported Biometrics	\$ 119 per person
CHN Individual Evaluation Report (comprehensive)	\$ 20 per person
Full Individual Report Coaching – 30 minutes	\$ 50 per person
Organizational Aggregate Report	\$ 25 per person
Step 2 – Risk Reduction Programs	
On-line, Self-help Programs*	\$ 89 per program
Individual, Coached Programs	
12 Week – Face-to-face	\$ 389 per program
10-month Program – Face-to-face	\$ 1079 per program
12 Week – Telephonic	\$ 399 per program
10-month Program – Telephonic	\$ 1099 per program
Group Risk Reduction Programs – Need determined by CHN	
Coached Programs – 6 or 8 sessions*	\$ 159 per person
12 –week Follow up Screening – Bloodwork, Biometrics	\$ 59 per person
12-week Aggregate Outcomes Report	\$ 55 per person
Step 3 – Health Maintenance	
Customized, Dedicated Health-Y-Trax Website*	\$ 7500 – one time
Monthly Maintenance Website and Database Maintenance*	\$ 275 per month
12-month Access to Health-Y-Trax – 1 year minimum	\$ 15 per person
Health-Y-Breaks Educational Sessions – 45 Minutes in Length	\$ 350 per session
Program Enrollment, Promotion and Support Meetings	\$ 150 per hour
Event Development, coordination and consulting	\$ 95 per hour
Event, competition, and incentive pricing determined by particular activity	\$ 95 per hour
Group and Individual Exercise Classes*	\$ 7500 per month
Miscellaneous Travel and Expenses for Remote Locations	
Travel Mileage	\$.505 per mile
Per Diem – meals, room and board	\$ 150 per day/person
Miscellaneous Expenses	\$ Actual as incurred

Notes and Exceptions to Pricing

- 1) All Services listed above except those indicated with an asterisk (*) are packaged in the C
pitated price of \$336 per eligible employee or spouse per year.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before September 23, 2011.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred

versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handle through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed \$336 per enrolled member per year. The specific terms of the payment schedule are presented in the attached **Letter of Agreement**.

IV. COVENANTS OF CONSULTANT

A. Expertise of the Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance of Submissions by the County

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative

John Giles shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the County shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.

- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years

after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "E" and "F" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

_____ 500 or more employees.

_____ 100 or more employees.

____ Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "E."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel,

conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

N. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to Cherokee County, affirming the Consultant's compliance with this Section.

O. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

P. Key Personnel

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "B", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

Q. Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

R. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to 1130 Bluffs Parkway, in order for Consultant to complete the Work.

B. County's Representative

Tracy Chambers shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Tracy Chambers for the County and Steve Herman for the Consultant.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Mr. Jerry Cooper
County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Mr. John Giles
Chief Executive Officer
CHN Corporation
1 North Tennessee Street
Cartersville, GA 30120

XIV. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200__

Notary Public
My Commission Expires:

EXHIBIT "B"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

Cherokee County, Georgia
Agenda Request

CML/2

SUBJECT: Nelson Fire Services Agreement Modification MEETING DATE: 10-18-2011
SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of modification to City of Nelson Fire Services Agreement to remove 3 mill cap and replace with terms "not to exceed the fire district millage rate for unincorporated Cherokee County".

FACTS AND ISSUES:

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

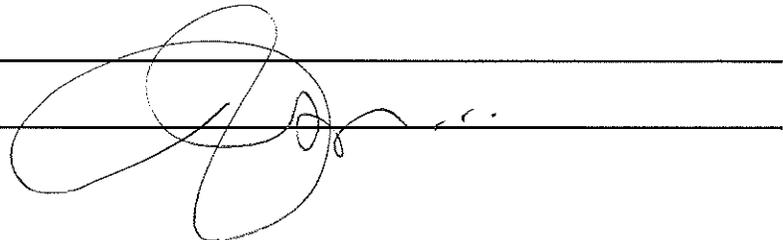
Approve modification to fire services agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



AMENDMENT TO FIRE SERVICES AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made and entered into on the _____ day of _____, 2011, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "County") and the **CITY OF NELSON**, a political subdivision of the State of Georgia, acting by an through its duly elected Mayor and City Council (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, on or about February 22, 2000, the City and the County entered into a certain Agreement regarding fire services, which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the City and the County desire to amend said Agreement to modify certain of the terms and provisions thereof;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, warranties and agreements hereinbelow set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree by and between themselves to amend the Agreement as follows:

1.

Section 11 of the Agreement is deleted in its entirety and replaced by the following language:

"The City of Nelson shall compensate Cherokee County for services provided herein at the rate being charged County residents of the unincorporated forty percent (40%) value of the City's tax digest, not to exceed the fire district millage rate for unincorporated Cherokee County."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective seals to be affixed hereunder as of the date and year indicated by their respective signatures.

CHEROKEE COUNTY, GEORGIA

By: _____

Its: _____

Date: _____

[Signatures continued on next page]

CITY OF NELSON

By: _____

Its: _____

Date: _____

Cherokee County, Georgia
Agenda Request

City Atty 13

SUBJECT: Non-Profit Special Event Pouring Permit

MEETING DATE: October 18, 2011

SUBMITTED BY: Dwayne Casteel, Deputy Marshal

COMMISSION ACTION REQUESTED: Final approval from the Board of Commissioners after recommendations from the Marshal's Office for a temporary alcohol pouring license for "Tomorrow's Luminaries Foundation" for a non-profit special event on Sunday October 30, 2011 from 12:00 PM to 4:00 PM.

FACTS AND ISSUES: Tomorrow's Luminaries Foundation is an approved non-profit organization. The event will take place at the Chukkar Farm Polo Club located at 1005 Little River Way. No outdoor tents that require a permit will be used nor any advertisement signs along any County or State roadway. The Sheriff's Office states that the event poses no foreseen problems or risks to the community. Development Services Department doesn't require any additional permits or licenses for this event and doesn't foresee any problems with this event taking place. Tomorrow's Luminaries Foundation was approved last year for a temporary alcohol pouring license for this same event.

BUDGET:

Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Same as commission action requested

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Ch. Casteel

[Signature]



Case# 201104602
Received 09-16-2011 @C

Cherokee County Marshal's Office

2782 Marietta Hwy, Suite 100
Canton, GA 30114
Phone: 678-493-6200 ~ Fax: 678-493-6212
E-mail: countymarshal@cherokeega.com

APPLICATION FOR SPECIAL EVENT ALCOHOL PERMIT

Date of Event: September 16, 2011 Oct. 30, 2011
Business Name: Tomorrow's Luminaries Foundation
Reg. Agent: Matthew H. Carson 4-492-6317
Premises Address: 1005 Little River Way
Alpharetta, GA 30004
Agent's Mailing Address: 695 River Mist Drive
Jonesboro GA 30238

Permit is valid for one (1) day Only
Sunday Sales: Yes No

Will there be a tent, canopy, awning, or other structure installed, erected, or moved onto the premises for the event, which covers an area greater than 120 square feet?
 Yes No

Indemnification

The Applicant is responsible for providing an adequate security detail for the special event to ensure proper crowd control and to avoid a breach of the public peace. Applicant must comply with all federal, State, and local laws pertaining to the operation of the establishment during the special event. The undersigned Applicant expressly agrees to indemnify and hold harmless Cherokee County and its officers, officials, employees, agencies, and departments from all claims, demands, or causes of action which may arise from or out of the special event for which the permit is requested and/or issued.

Initials MC

Certification of Information

I certify that all of the above information is true and correct and that the Marshal's Office will rely on said information for purposes of processing this Application.

Matthew Carson
Signature
Matthew Carson, Chairman of the Board
Printed Name and Title

September 16, 2011
Date

Office Use Only
Date Received
Fee Received
License#

CHEROKEE COUNTY 7450
BEER WINE AND LIQUOR PERMITS
Date / Time : 09/23/11 07:24
Payment : \$ 100.00
Receipt # : 69985
Check/Credit Card #:

Incident Report

Incident No. 201104602

Incident Type Alcoholic Beverages		Counts 1	Code CO 2004-O-009b	Attempt <input type="checkbox"/>
Primary Location: 1005 LITTLE RIVER WAY		Secondary Location: CHUKKAR FARM POLO CLUB		
City ALPHARETTA	State GA	Zip 30004	County	
Zone ZONE 2	Sub Zone	Location	Sub Location	Business Name: TOMORROW'S LUMINARIES FOUNDATION
Incident Date 09/16/2011	Time 13:57	Date To 09/16/2011	Time 13:57	Report Date 09/16/2011
Case Type Alcoholic Beverage		Case Status Open		
Stranger No		Weapon Type		Premise OTHER

Complainant

Seq. No. 1	Name: (Last, First, Middle) CARSON MATTHEW	Home Phone	Work Phone	Other Phone 404-492-6317
Address 1005 LITTLE RIVER WAY CANTON, GA 30114				SSN
Race BLACK	Sex M	Date of Birth	Age	Employer
Height	Weight	Hair	Eyes	

GCIC Entry Requested Warrant Missing Person Vehicle Article Boat Gun Securities
Additional A & B Supplemental Citation Accident Victim Bill of Rights Vehicle Impound Inv. Rpt Evidence Form
Clearance Active Clearance Date:

Narrative

On September 16, 2011 at 1330 hours I received an application for a non-profit special event pouring license for Tomorrow's Luminaries Foundation. This non-profit organization will be having a event at the Chukkar Farm Polo Club located at 1005 Little River Way on October 30, 2011 from 12:00 PM to 4:00 PM. The alcoholic beverages that will be served is complimentary wine. Security will be provided by this organization. No outdoor tents will be used that require a building permit from Development Service Center. Tomorrow's Luminaries Foundation is a registered non-profit organization through the Internal Revenue Service and the State of Georgia Secretary of State Office. Tomorrow's Luminaries Foundation has been approved for this license in the past with the same type of event that took place on October 31, 2010. The Marshal's Office received no complaints about that event.

This date I sent a email request to Development Service Center and the Cherokee Sheriff's Office for them to provide me a letter if they foresee any issues with this event taking place or if any other requirements or permits are needed from them.

Reporting OFFICER Deputy Dwayne Casteel	Badge 1104	Suffix	Signature 
Approving OFFICER Deputy Dwayne Casteel	Badge 1104	Suffix	Signature 

SUPPLEMENTAL REPORT

Incident No.
201104602

SUPPLEMENTAL REPORT

Report Date: 09/21/2011 Report Time: 14:07

On this date I received a letter from Development Service Center stating that they don't foresee any problems with a temporary alcohol pouring license being issued to Tomorrow's Luminaries Foundation and that no permit is required by DSC.

On this date I also received a letter from the Sheriff's Office stating they don't foresee any problems.

Both of these letters will be attached to the file.

Supplemental OFFICER Deputy Dwayne Casteel	Badge 1104	Suffix	Signature 
Supplemental Approving OFFICER Deputy Dwayne Casteel	Badge 1104	Suffix	Signature 



Cherokee County Sheriff's Office

498 Chattin Drive
Canton, GA 30115
Fax (678) 493-4190
(678) 493-4200



"A NATIONALLY ACCREDITED AND STATE CERTIFIED LAW ENFORCEMENT AGENCY" Roger Garrison, Sheriff

September 21, 2011

Deputy Marshall Dwayne Casteel
Cherokee County Marshall's Office
2782 Marietta Highway, Suite 100
Canton, Georgia 30114

Dear Marshall Casteel,

The Sheriff's office has reviewed the request by the "Tomorrow's Luminaries Foundation" for a temporary Pouring License for an upcoming special event.

The Request appears to comply with the County's approved ordinance and the event poses no foreseen problems or risks to the community.

If you have additional questions or if I may be of further assistance please contact me at 678-493-4105.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Garrison", with a long horizontal line extending to the right.

Sheriff Roger Garrison
Cherokee Sheriff's Office



September 16, 2011

Dwayne Casteel
Cherokee County Marshal

Dear Marshal Casteel:

We have reviewed the upcoming special event to be hosted by the Luminaries Foundation on October 30, 2011 at 1005 Little River Way, the Chukkar Farm Polo Club from 12:00PM to 4:00PM and I am pleased to inform you that we do not foresee any problems and a permit from the Development Service Center is not necessary.

If you have any questions about this letter, or if we can be of further service to you, please call me at my number, 770-721-7816, and I will be happy to assist you.

Thank you for keeping us informed.

Sincerely,

Ana M. Silbernagel
Development Service Center
Director

Second Annual Charity Polo Match & Autumn Fête Special Event Alcohol Action Plan

Location: Chukkar Farm Polo Club 1005 Little River Way, Alpharetta, GA

Time: October 30, 2011 12:00 PM-4:00PM

Security:

At the polo match on October 30st, complimentary wine will be served to adults over 21 years of age, and will be poured by adults over 21 years of age. The persons serving the wine are listed below:

- Cecil P. Stancil – 705 Martin Field Drive – Lawrenceville, GA 30045
– 678-463-7361
Date of Birth: March 10th, 1947
- Trenace S. Mickens- 3705 Lake Enclave Way Atlanta, GA 30349 – 404-513-2893
Date of Birth: September 4th, 1971

Procedure to ensure that only Persons 21 Years of Age and Older are served wine:

- Driver's Licenses and or State-Issued ID Will Be Checked Upon Arrival
- Adults Age 21 and Older Will Be Given a Self Adhesive Wristband that Must Be Worn The Duration of the Event
- When Adults Are Served Wine, They Will Also Be Carded Again to Ensure No Transference of Wristbands

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 10 2010.

TOMORROWS LUMINARIES FOUNDATION INC
C/O KELLI C STANCIL
705 MARTIN FIELD DR
LAWRENCEVILLE, GA 30045

Employer Identification Number:
27-1310955
DLN:
400263078
Contact Person:
JOHN JENNEWEIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 1, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.



KAREN HANDEL
Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

**TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS**

IMPORTANT

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: ATKINSONJA@AOL.COM

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

TOMORROW'S LUMINARIES FOUNDATION, INC.

Corporate Name (List exactly as it appears in articles)

2.

JEROME A. ATKINSON

973.746.4549

Name of person filing articles (certificate will be mailed to this person, at address below)

Telephone Number

112 EAGLE ROCK WAY

Address

MONTCLAIR

NEW JERSEY

07042

City

State

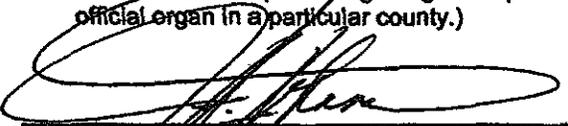
Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)


Authorized signature of person filing documents

1/26/10
Date

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Wesley B. Tailor**, the Deputy Secretary of State and the Corporations
Commissioner of the State of Georgia, hereby certify under the seal of my office that

TOMORROW'S LUMINARIES FOUNDATION, INC.

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **02/01/2010** by
the filing of articles of incorporation in the Office of the Secretary of State and by the
paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 1, 2010



Wesley B Tailor

Wesley B. Tailor
Deputy Secretary of State

**ARTICLES OF INCORPORATION
OF
TOMORROW'S LUMINARIES FOUNDATION, INC.**

Article 1

Name

The name of the corporation is Tomorrow's Luminaries Foundation, Inc. (hereinafter "Corporation").

Article 2

Nonprofit Corporation

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

Article 3

Purpose

The Corporation is organized exclusively for charitable and educational purposes solely within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and can engage in no other activities. The Corporation shall have all powers necessary or convenient to affect any or all of the purposes for which the corporation is organized. In aid of such purposes, the Corporation is empowered and authorized to undertake any and all lawful activity permitted of nonprofit corporations under the laws of the State of Georgia, provided, however, the Corporation shall not undertake or financially support activity prohibited by the Internal Revenue Code with respect to its tax-exempt status, including that no substantial part of its activities shall consist of attempting to influence legislation. Moreover, the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political



campaign on behalf of or in opposition to any candidate for public office.

Article 4

Registered Office and Agent

The street address of the registered office is 705 Martin Field Drive, Lawrenceville, Georgia 30045. The registered agent at said address is Kelli C. Stancil. The county of the registered office is Gwinnett.

Article 5

Incorporators

The name and address of each incorporator are:

Kelli C. Stancil, 705 Martin Field Drive, Lawrenceville, GA 30045

Matthew Carson, 695 River Mist Drive, Jonesboro, GA 30238

Cecil Stancil, 705 Martin Field Drive, Lawrenceville, GA 30045

Article 6

Mailing Address

The principal mailing address of the corporation is: 705 Martin Field Drive, Lawrenceville, GA 30045.

Article 7

No Members

The corporation will not have members.

other duties as the board may authorize from time to time as set forth in the Bylaws.

Article 10
Standing Committees

The Board of Directors may form such committees as it may require from time to time, with such powers and responsibilities and composition as prescribed in its Bylaws.

Article 11
Tax Matters

The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or any corresponding future federal tax code. The Corporation will not engage in any act of self-dealing as defined in section 494(d) of the Internal Revenue Code, or any corresponding future federal tax code. The Corporation will not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or any corresponding future federal tax code. The Corporation will not make any investment in a manner as to subject it to tax under section 4944 of the Internal Revenue Code, or any corresponding future federal tax code. The Corporation will not make any taxable expenditures as defined in section 4945 (d) of the Internal Revenue Code, or any corresponding future federal tax code.

Article 12
Dissolution

In the event of dissolution or liquidation of the Corporation, none of the property of the corporation or any proceeds thereof shall be distributed to or divided among the officers or directors of the Corporation or other person, other than payment of reasonable

compensation to officers and employees for services properly rendered and authorized. Any other assets of the Corporation shall be assigned or transferred to a tax-exempt and nonprofit organization approved by the Board of Directors.

Article 13 Indemnification

In addition to such authority as may exist under the laws of Georgia, and to the extent permitted by such laws, the Corporation shall reimburse its directors and officers for reasonable defense and attorney expenses and for civil liability (other than punitive damages) if made a defendant to any civil or criminal proceeding (other than a proceeding initiated by the corporation) solely as a result of acts or omissions taken in good faith for and with the belief that such actions were in the corporation's best interests, unless the Board of Directors or a court of competent jurisdiction finds willful misconduct, gross negligence, or a violation of applicable law or Corporation policy. The Corporation is additionally authorized to procure and contract for *private insurance and indemnity, insuring itself and its officers, directors and employees with defense and liability coverage in connection with service for the Corporation.* In addition, the Board of Directors may authorize advance payment of reasonable expenses incurred by any officer or director who is made a party to a proceeding as described hereinabove in advance of final disposition of the proceeding if the officer or director furnishes: (1) a written statement certifying and warranting his or her good faith belief that he or she has met the standard of conduct described hereinabove; (2) a written and unconditional promise to repay the advance if it is ultimately determined that he or she did not meet such standard of conduct; and (3) such other assurance or undertaking as the Board of Directors may reasonably require of the officer or director under the circumstances.

**Article 14
Amendments**

Amendment, modification or repeal of these Articles shall be made only upon approval of at least two-thirds of the Board of Directors.

**Article 15
Bylaws**

The Board of Directors may make and amend bylaws not inconsistent with the Articles of incorporation for the managing and regulating of the business of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 25th day of January 2010.

Handwritten signature of Kelli C. Stancil, dated 1/25/10.

Kelli C. Stancil
Incorporator

2010 FEB - 1 AM 10:01
SECRETARY OF STATE
CORPORATIONS DIVISION