

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

December 6, 2011

3:00 p.m.

Cherokee Hall

AGENDA

1. Recognition of employees who have reached service milestones of 10, 15, 20 and 25 years by Steven McClure, Human Resources Director.
2. Brief presentation summarizing the work done by the Cemetery Preservation Committee in 2011 by Margaret Stallings, Principal Planner.
3. Delegation meeting scheduled for Monday, December 12, 2011.
4. Discussion of Retreat Topics.
5. Parks bond draw down in early 2012.
6. Discussion of Regular Agenda Items.

Executive Session to Follow

Cherokee County, Georgia
Agenda Request

Agenda No.

Work Session

SUBJECT: Employee Service Recognition

MEETING DATE:

12/6/2011

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Allow the Human Resources Director to recognize employees who have reached services milestones of 10, 15, 20, and 25 years during the BOC work session.

FACTS AND ISSUES:

Thirty-six employees have reached service milestones during the period of July 1, 2011 – December 31, 2011. A listing of employees and years of service is attached.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Recognize these employees during the BOC work session.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The signature for the Department Head is a cursive signature that appears to be 'Steve McClure'. The signature for the County Attorney is a large, circular scribble. The signature for the County Manager is another large, circular scribble.

Employee Service Awards - July 1 through December 31, 2011

EMP NO	Last Name	First Name	Department	Years of Service
30021	AKINS	JENNIFER	VOTER REGISTRATION	10 years
6131	CLARK	DARYL	INTELLIGENCE	10 years
30022	McPHERSON	EMILEE	CLERK OF SUPERIOR COURT	10 years
6103	DONALDSON	PATRICIA	CRIME AND INVESTIGATION	10 years
6005	GARCIA	PATRICIA	CRIME AND INVESTIGATION	10 years
6134	HALL	RICHARD	COURT SERVICES	10 years
17017	HENSON	BOBBI	SENIOR CENTER	10 years
20067	Henson	FRANKIE	SPLOST ENGINEERING	10 years
6111	JUERGENS	GREGORY	COURT SERVICES	10 years
6136	KNUDSEN	NICOLE	CRIME AND INVESTIGATION	10 years
6059	LEE	BARBARA	ADULT CORRECTIONAL INSTITUTE	10 years
6119	MAYFIELD	ADAM	CMANS	10 years
2142	MILLER	LINDA	EMERGENCY 911 TELEPHONE	10 years
20068	MORTON	GEOFFREY	ENGINEERING	10 years
10017	PARKER	REBECCA	TAX ASSESSOR	10 years
12010	PETUSKY	LEE	SUPERIOR COURT	10 years
6109	ROSE	GEORGE	UNIFORM PATROL	10 years
5042	SMITH	PAUL STEVEN	ROADS & BRIDGES	10 years
12015	STINE	TAMMY	SUPERIOR COURT	10 years
12047	SUMNER	JOHN	JUVENILE COURT	10 years
12045	TORBERT	JENNIFER	JUVENILE COURT	10 years
6064	TURNER	WAYNE	ADULT CORRECTIONAL INSTITUTE	10 years
6081	VIRKLER	JAMES	COURT SERVICES	10 years
6058	WELLS	MICHAEL	UNIFORM PATROL	10 years
5045	WEST	JOSHUA	ROADS & BRIDGES	10 years
18010	COLLETT	RICKY	FIRE FIGHTING	15 years
6063	DONLEY	JASON JADE	CRIME AND INVESTIGATION	15 years
9034	FOXHILL	MELINDA	FINANCE	15 years
2150	JENKINS	RICHARD	EMERGENCY 911 TELEPHONE	15 years
6066	LUNA	ZACHARY	UNIFORM PATROL	15 years
6052	PAINTER	WILLIAM	UNIFORM PATROL	15 years
5265	CROFT	ROBERT	ROADS & BRIDGES	20 years
6646	KEY	DAVID	UNIFORM PATROL	20 years
7223	WALKER	ELIZABETH	EMERGENCY 911 TELEPHONE	20 years
10022	LANCE	MIKE	GIS MAPPING DEPT	25 years
22002	MOSS	CHRIS	INFORMATION TECHNOLOGY	25 years

25

6

3

2

Total

36

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Cemetery Preservation Committee Update MEETING DATE: December 6, 2011

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Listen to a brief **WORK SESSION** presentation summarizing the work done by the Cemetery Preservation Committee in 2011.

FACTS AND ISSUES:

Members of the Cemetery Preservation Committee have been working since January to fulfill their duties as described in the Zoning Ordinance.

BUDGET:

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

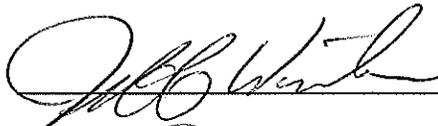
Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Provide feedback to Committee Members on work done in 2011 so we can plan for 2012.

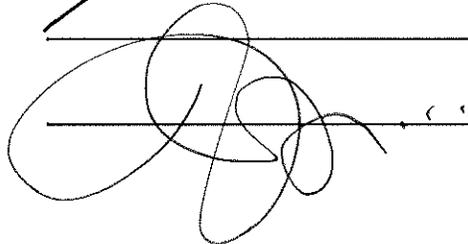
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



AGENDA

Cherokee County Board of Commissioners

December 6, 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"

AMENDMENTS TO AGENDA

- 1.7 Under Consent Agenda: Approval of lease with State Properties Commission for location of radio equipment on Pine Log Mountain.

PRESENTATION

The Cherokee Sheriff's Office received re-certification through the State of Georgia Law Enforcement Certification Program. Chief David Bores will be presenting Sheriff Garrison with the State Certification plaque.

Director of Elections and Voter Registration, Janet Munda, will recognize student poll workers with a certificate of service for working the November 8, 2011 election as part of a civic service project.

ANNOUNCEMENTS

1. Cherokee County E-911 received national accreditation by CALEA (Commission on Accreditation for Law Enforcement Agencies, Inc.) on November 19, 2011.

APPROVAL OF WORK SESSION MINUTES FROM November 15, 2011.

APPROVAL OF REGULAR MEETING MINUTES FROM November 15, 2011.

PUBLIC COMMENT

PUBLIC HEARING

Consideration of implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Cherokee County, relating to alcohol beverages; to provide for the Sunday package retail sales of malt beverages and wine; to provide for severability; to provide for an effective date; and for other lawful purposes.

COMMISSION BUSINESS**CHAIRMAN****L. B. AHRENS**

Appointing Mr. Norman Sosebee to the Cemetery Preservation Committee.

COMMISSION POST 1**HARRY B. JOHNSTON****VICE CHAIR/COMMISSION POST 2****JIM HUBBARD****COMMISSION POST 3****KAREN BOSCH**

Appointing Mr. Clarence Bramlet to the Cemetery Preservation Committee to replace Jim Derr.

COMMISSION POST 4**JASON NELMS**

CONSENT AGENDA

- 1.1 Requesting approval of the Parks and Recreation Advisory Board's recommendation to name the inline hockey rink at the Recreation Center in memory of Greg Stathis.
- 1.2 Requesting approval of the Parks and Recreation Advisory Board's recommendation to install and dedicate a flag pole at Weatherby Park in memory of Chip Prance.
- 1.3 Considering the adoption of the 2011 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.
- 1.4 Consideration of contract renewal with the Consolidated Telecom of Dallas, Texas for providing telephone service and equipment for use by the inmates of the Cherokee Sheriff's Office Adult Correction Center.
- 1.5 Consideration of contract renewal with Trinity Services Group, Inc., to provide food service to the inmates and staff of the Cherokee Sheriff's Office Adult Detention Center. Trinity has agreed to provide the same level of service with no increase in cost to the county.

- 1.6 Consider increasing the Juvenile Court Construction Project by \$50,000.00 to pay for furniture, fixtures and construction of two (2) additional conference rooms.
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COUNTY MANAGER

- 2.1 Requesting approval of a two-year contract with Motorola to provide systems maintenance, technical support and installation services to 9-1-1's radio infrastructure, dispatch services and emergency phone system in the amount of \$299,999.76. This amount matches the previous two-year contract.
- 2.2 Approval of a contract with Renova Data Services, Inc. to provide secure off-site vaulting for the 9-1-1 Center's emergency call management system in an amount not to exceed \$10,000.00. The amount of \$10,000.00 was budgeted based on previous years' storage needs which ranged from \$573.00 to \$828.00 per month and the cost per GB stored has not changed.
- 2.3 Consideration of contract renewal with Correct Health to provide medical services to the inmates of the Cherokee Sheriff's Office Adult Detention Center. Correct Health has agreed to the same level of care with no increase to the county.
- 2.4 Requesting approval of proposals and contracts with Cherokee County Officials Association and Georgia Basketball Officials Association to provide officiating and referring service for the 2011-2012 Cherokee Youth Basketball Program.
- 2.5 Requesting approval to award the construction contract to Mauldin & Cook, the lowest responsible bidder, in the amount of \$86,765.00 for fencing of selected areas and playing fields of the Soccer Complex on Blalock Road. The second lowest bid was in the amount of \$92,330.00 submitted by Natural Enclosures Fence Company. As the final length and location of the fencing has not been finalized, requesting to approve an amount not to exceed the budgeted amount of \$163,000.00, based upon the unit prices for fencing contained in the bidding documents and contract.

2.6 Requesting approval to purchase 10 LifePak 21 monitors in the amount of \$139,705.00, of which only \$40,305.00 will be paid by the County, due to the offset of selling existing monitors for a total of \$74,400.00 and a committed amount of \$25,000.00 from Northside Cherokee.

COUNTY ATTORNEY

ADJOURN

AMENDMENTS TO AGENDA

Add item under Consent Agenda

- 1.7 Consider approval of lease agreement between Cherokee County and State Properties Commission for location of radio equipment on Pine Log Mountain. The Board recently approved a resolution requesting to relocate the public safety RF receiver site from Reinhardt University to Georgia Forestry Commission at Pine Log Mountain.

**Cherokee County Planning Commission
Public Hearing Agenda
Tuesday, December 6, 2011
7:00 PM**

New Cases

Case #11-12-016 Hoyt T. Champion requesting to rezone 5.9 acres from R-40 to GC. If rezoned, the property will be utilized for assisted living/medical use. The property owned by Hoyt T. Champion is located on Hickory Flat Highway in Land Lot 201 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Parcel 031 on Tax Map 14N24.

Other Items

Approval of November 1, 2011 Minutes

Approval of 2012 PC Public Hearing Schedule

Cherokee 9-1-1 Receives National Accreditation

The Cherokee County 9-1-1 center has met the requirements of a highly regarded and broadly recognized body of Communications Accreditation standards, and was awarded for the first time by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), on November 19, 2011.

Communications Accreditation represents the satisfactory completion of a continuous process of thorough agency wide self-evaluation, concluded by an exacting outside review by a team of independent assessors.

Cherokee County 9-1-1 began this process in January of 2009. There are 218 standards that must be met in order to receive this high honor. Cherokee County became only the 4th 9-1-1 in the State of Georgia to receive national accreditation.

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

November 15, 2011

3:00 p.m.

Cherokee Hall

MINUTES

The Presiding Chairman Jim Hubbard began the meeting at 3:05 with all board members present except for Chairman Ahrens.

1. Financial Update by Janelle Funk.

Janelle went over the October Financials with a slide presentation. She said that 67% of the 2011 budget has been spent and that at this time last year 73% had been spent. She said that this is partly due to departments watching their spending closely. She also said that while the cash position is positive now, we have used a lot of one-time sources that won't be available in future years.

Commissioner Hubbard asked if we were starting 2012 with a new fiscal year, a nine-month budget. She replied that we were.

2. Elm Street Update by Ann Litrel

Ann Litrel handed out a report which included a summary of the past year's events, visitor/participation numbers and partnerships at the Elm Street Cultural Arts Village. She also gave an update on the new location site.

Commissioner Johnston asked what facilities they were currently using. She replied that they were using the City Center, a 500 seat theater, which was an old Church.

Commissioner Nelms asked what participation numbers would she was anticipating with the three Christmas plays coming up. She replied that a conservative guess would be an additional 6,000 over the usual 10,000 from October through December.

3. Commissioner Hubbard invited Carolyn Cosby to speak on behalf of the Citizens' Committee. Ms. Crosby began by stating that the Committee would not endorse a project for parks and recreation while the County is considering furlough days or salary/staff reductions. She then asked if the Aquatic Center Project was being promoted as a Family Water Park or a swim team facility. She said the Aquatic Center was too small for a Family Water Park. She said that the committee was asking the Board to consider using the Bond to pay off existing debt and to abandon the Aquatic Center project.

4. Discussion of Regular Agenda Items
 - There are two zoning requests, both in Post 1
 - County Manager, Jerry Cooper, went over the one **Consent Agenda** Item
 - Award of proposal for gutter replacement to ABUCK for the South Annex building
 - Mr. Cooper went over the 10 items under the **County Manager** portion:
 - Award of proposal to DECA for software support for recording equipment in the E-911 Center
 - Consider acceptance of 11 roads that have not been formally accepted by the County for maintenance

- Approval of MOA between Cherokee County and Ancient Oaks Landscaping for the County Sign at Wade Green Road
- Approval of Fund Equity Policy for formally committing funds
- Requesting adoption of the modified Personnel Policies Manual, dated November 15, 2011
- Approval to award construction services contract for the Aquatic Center to New South Construction, Inc.
- Approval of CDBG application in the amount of \$623,622
- Consideration of 90 day moratorium on the licensing and permitting of personal care homes in residential zones
- Approval to purchase two vehicles in the amount of \$132,557
- Amended: Consider extending the existing lease with the Malon D. Mimms Boys & Girls Club for use of the Trolley in 2012
- Angie Davis went over the two items under the **County Attorney** portion:
 - Notice of annexation from the City of Woodstock, parcels off of Hwy. 92 east of Trickum Road.
 - Request to set public hearing for December 6 to consider an amendment to the Alcohol Beverage Ordinance to provide for the Sunday sale of beer and wine

The Chairman asked if there was anything else. Hearing none, Vice Chair Commissioner Hubbard made a motion to adjourn to Executive Session at 4:54 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

November 15, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Jason Nelms gave the invocation.

CALL TO ORDER

VICE CHAIRMAN HUBBARD

Presiding as Chairman, Vice Chair Jim Hubbard called the regular meeting to order at 6:02 p.m. Those present include Commissioner Harry B. Johnston; 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. Absent is Chairman Buzz 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"

AMENDMENTS TO AGENDA

1. Under County Manager Portion: Consider extending the lease with the Malon D. Mimms Boys & Girls Club for use of the Trolley in 2012.
2. Under County Attorney Portion: Consider settlement agreement per discussion at Executive Session.

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

PROCLAMATION

Proclaiming Sunday, December 4 as "Johnny Hunt Day" in celebration of Pastor Hunt's 25th year at First Baptist Woodstock.

Commissioner Hubbard read the proclamation and gave it to Commissioner Nelms to deliver to Pastor Hunt.

ANNOUNCEMENTS

Commissioner Bosch announced that Hopewell Baptist Church is holding their annual "Back to Bethlehem" event from December 3 to December 11, from 7:00 pm. To 9:00 p.m. There is no admission fee for this outdoor walk through 'Bethlehem'.

APPROVAL OF WORK SESSION MINUTES FROM November 1, 2011.

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

APPROVAL OF REGULAR MEETING MINUTES FROM November 1, 2011.

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

PUBLIC COMMENT

Due to the fact that 24 people signed up for Public Comment, Commissioner Hubbard stated that if everyone would be brief, they would try to allow everyone to speak.

1. Carolyn Cosby spoke about the Aquatic Center, opposing the project on behalf of the Citizens Committee. She posed the question of whether the Aquatic Center was supposed to be a 'Family Water Park' or a 'Pool for Swim Teams'. She said the County could not afford the "Big Million Dollar Boondoggle".
2. Gary Martin spoke as part of the Citizens Committee in opposition to the Aquatic Center, stating that since the park bond approval, the economy has gone downhill and he is asking the Board to take that into consideration when making their decision.
3. Larry Rozinski spoke in opposition of the Aquatic Center, stating that a pool for swim teams should be a School Board project and that the County didn't need a 'Family Pool'. He said that the Commissioners were touting the project as a Family Pool but that it was actually something else. He asked the Board to delay the project a year.
4. Roger Carter spoke in opposition to the Aquatic Center, stating that the current recession could last a decade as the Great Depression did. He suggested using the Bond money to pay down debt.
5. Marcus Beavers spoke in opposition of the Aquatic Center, referencing the County's 2010 Financial Report and the debt facing the County. He added that the Aquatic Center was not named on the ballot for the Park Bond.
6. Bill McMiff spoke in opposition of the Aquatic Center as a member of the Citizens Committee. He stated that there is not one public pool in the Metro Atlanta area that is not tax payer funded and that isn't operating in the

- red. He said that the Aquatic Center will eventually turn into a tax increase that citizens can't afford to support a luxury in these times. He further stated that the Board was not "hired" to gamble with tax payers' money.
7. Joseph Burke spoke in support of the Aquatic Center, having lived in Fulton County he says the only thing he misses is the Parks System. He applauded the Commissioners for this progressive move in investing in the County that would increase property value and keep the County thriving.
 8. Harvey Russ had signed up to speak about the Race Trac zoning issue. As this was a topic of a previous Public Hearing, he was not permitted to speak.
 9. Ann Russ had signed up to speak about the Race Trac zoning issue. As this was a topic of a previous Public Hearing, she was not permitted to speak.
 10. Emma Burke, a River Ridge Swim Team member, spoke in support of the Aquatic Center as she sees multiple parks built by the County for other baseball and other sports, but no swim facilities.
 11. Katie Brown, a River Ridge Swim Team member, spoke in support of the Aquatic Center, stating that to be able to swim inside the County would mean so much to her.
 12. Ben Mick, an E.T. Booth student and a swim team member spoke in support of the Aquatic Center, stating that most schools do not have a pool and that building the Aquatic Center would create jobs and benefit the surrounding businesses as families use the facility.
 13. Jody Csubak, a Woodstock Middle student and a swim team member, spoke in support of the Aquatic Center, saying that she is disappointed that currently the swim team cannot even swim in their own county.
 14. Mike Davis spoke in support of the Aquatic Center. He stated that he felt that both sides of the issue had fair representation this evening. He said that he felt Cherokee County was more fiscally sound than those counties going bankrupt. He asked the Commissioner to vote for the Aquatic Center for the growth of the County and for the children.
 15. Sally Geer had signed up to speak about the Race Trac zoning issue. As this was a topic of a previous Public Hearing, she was not permitted to speak.
 16. Marc Duclos, as a parent of a swim team member, spoke in support of the Aquatic Center, stating that 'money won't come to the County by sitting on

money'. He added that this was more than just a pool, it would be used for family events, swimming events, swim classes that could save lives, and exercise for the physically challenged so he hated to see a small group of citizens block the project.

17. Michael Billings, a swim team parent, spoke in support of the Aquatic Center, stating that swim meets could draw in 3,000 to 5,000 swimmers depending on district level of meet. He asked that the Board award the contract tonight for the Aquatic Center construction.
18. Bryan Ricke had signed up to speak about the Race Trac zoning issue. As this was a topic of a previous Public Hearing, he was not permitted to speak.
19. Greg Miksan spoke in support of the Aquatic Center, stating that construction costs are the lowest he's seen in the industry and now is the time to build as it could cost up to 25% to 30% more to delay. He also said that private citizen groups could not afford such a facility as this so he would like to see the County move forward with this project that would serve generations to come.
20. John Hankins spoke in support of the Aquatic Center, stating that he has looked at both sides of issue. As a public pool owner, he believes that private industry and the County could work hand in hand in providing services to County residents.
21. Debbie Staver spoke in opposition of the Aquatic Center, stating that 'sometimes we have to say no to our children' and that the County could not afford a 20 million dollar pool. She added that the project was first proposed as a 5 million dollar project. She asked that the project be delayed until we see what the County looks like in the future to avoid saddling our children with debt.
22. Mark Beall spoke in opposition of the Aquatic Center, stating that the different discussions have been nerve racking. He said that the pool was a want and not a need. He said if citizens wanted a pool, they would find a way to build a pool in their back yard. He said the County could not afford this want because if they did, they wouldn't be considering selling the new Admin Building and that they should reconsider how they use the tax payers' money.

Commissioner Bosch asked Presiding Chairman Hubbard to provide clarification on the sale of the Admin building. He then clarified that the new Administrative Complex at the Bluffs is NOT for sale and that some misinformation had gotten out that was 100% wrong. The former Jones building, also known as the "Old Admin" building is for sale.

23. Jay Wilkes and John Hicks with SORBA (Southern Off Road Bicycle Association) spoke about Blankets Creek Bike Trail on Sixes Road. SORBA is part of International Mountain Biking Association with 40,000 members worldwide. The presentation included statistics on the increasing popularity of bicycling and the economic impact. Blankets Creek was the 11th ranked Mountain Bike Trail System in the world according to singletracks.com. A study by Southwick Associations shows that bicycling alone can have a \$132 Billion dollar impact on the U.S. This means we still don't know where the local ceiling is in pulling in more tax dollars revenues for Cherokee County as Blankets Creek is very popular and the more trails we build, the more the market is created. They thanked the Commissioners for their support and added that the organization was supported by donations except for trash disposal and summer grass cutting of the parking lot.

PUBLIC HEARING

None.

ZONING CASES

CASE NUMBER	: 11-09-011
APPLICANT	: Race Trac Petroleum, Inc.
ZONING CHANGE	: NC to GC
LOCATION	: Cumming Hwy & Scott Rd
MAP & PARCEL NUMBER	: 14N29, Part of Parcel 025
ACRES	: 2.45
PROPOSED DEVELOPMENT	: Convenience Store w/gasoline sales
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village
PLANNING COMMISSION RECOMMENDATION	: Denial

Jeff Watkins gave details of the zoning request and Commissioner Johnston, as Post Commissioner, said that he recommended approval with seven conditions based on our land use plan and the fact that it meets the criteria of the surrounding development and zoning.

The conditions are: 1. Over-story and under-story landscaping to create an effective visual screen between the two entrances on Scott Road and behind the store building along the south border of the property. 2. No outdoor speakers except for emergency use. 3. All water detention to be handled on-site. (No detention pond on adjacent property.) 4. No left turn directly onto Hwy. 20. 5. Fuel pump canopy lighting to be recessed. 6. County Engineering's recommendations, including additional lane along the Scott Road frontage and placement of the two Scott Road entrances, with adjustments as may be approved by the County Engineer. 7. Height of free-standing sign limited to 10 feet (12 feet if it includes a full brick surround/encasement).

Commissioner Bosch then asked if there was a variance issue. Jeff Watkins added that it was a set-back issue. Commissioner Johnston stated that he was not prepared to support a variance. County Attorney Angie Davis, said that she felt it was a true variance case rather than an interpretation issue, so it was decided that the variance portion of the case be turned over to the Zoning Board of Appeals.

With the motion having been made by Commissioner Johnston for approval with conditions, Commissioner Nelms seconded and there was unanimous approval.

CASE NUMBER	: 11-11-015
APPLICANT	: Canton Property Group, LLC
ZONING CHANGE	: NC to GC
LOCATION	: Waleska Road
MAP & PARCEL NUMBER	: 91N28, Parcel 018
ACRES	: 1.1
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Hamlet
PLANNING COMMISSION RECOMMENDATION	: Approval

Jeff Watkins presented details of the case. Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

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. Consider award of proposal for gutter replacement on South Annex Recreation Facility to ABUCK Building Systems, Inc. in the amount of \$23,208.00. ABUCK was the lowest of three bids; others were from Mid South Roof Systems for \$24,000 and Bristol Engineered Metals for \$35,000.

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

COUNTY MANAGER

2. Requesting approval to enter into a contract with DECA, AMR Business Products, Inc. to provide software support and maintenance for the 24-Hour recording equipment in the E-911 Center. There is no change in rate from last year's contract, which is \$8,100.00.

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

3. Consider acceptance of approximately 11 roads (2.17 miles) throughout Cherokee County that have not been formally accepted for County maintenance.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

4. Consider approval of Memorandum of Agreement (MOA) between Cherokee County and Ancient Oaks Landscaping, Inc., to provide landscaping and maintenance around the Welcome to Cherokee County Sign on Wade Green Road.

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

5. Requesting to approve Fund Equity Policy, to formally commit 100% of Alcoholic Beverage Excise Tax Revenue to the CRPA Fund and to formally commit 50% of Landfill Hosting Fees to the Animal Shelter Fund.

Commissioner Johnston made a motion to approve; Commissioner Bosch seconded and there was unanimous approval. Commissioner Johnston made the comment that this only formalized something we were already doing.

6. Requesting adoption of modified Personnel Policies Manual dated November 15, 2011.

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

7. Requesting approval to award the construction services contract for the Aquatic Center to New South Construction Company, Inc. as the lowest responsible bidder in the amount of Fifteen Million, Six Hundred Eighty-Three Thousand dollars (\$15,683,000.00) plus a County project contingency account in the amount of \$400,000.00, for a total approval amount of \$16,083,000.00. Other bids included: Juneau Construction in the amount of \$16,673,000.00, Brasfield Gorrie in the amount of \$16,725,000.00; and Gay Construction in the amount of \$16,832,000.00.

Mr. Cooper presented the information, stating that the requested amount of \$15,683,000.000 is under our construction budget of \$16,150,000.

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

8. Consider approval of a CDBG application in the amount of \$623,622.00 to the U.S. Department of Housing and Urban Development (HUD).

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

9. Consideration of a 90 day moratorium on the licensing and permitting of personal care homes in residential zones.

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

10. Consider approval to purchase 2011 International 4300 flatbed dump truck and 2011 International Terrastar crew cab service truck from Rush Enterprises, Inc., under State of Georgia Contract, in the total amount of \$132, 557.00.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

11. AMENDED: Consider extending the lease with the Malon D. Mimms Boys & Girls Club for use of the Trolley in 2012.

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

COUNTY ATTORNEY

12. Notice of annexation from the City of Woodstock, #059-11, for parcels 15N24-145, 6.32 acres off Hwy. 92 east of Trickum Road.

This item had been on the agenda for November 1, 2011. The Board asked Mr. Dzikowski to find out more details of the annexation, particularly the applicant, and present the findings to the Board for a decision to be made at the next meeting.

After much discussion last meeting and this meeting, and clarification from Attorney Paul Dzikowski, the Board decided that no action would be taken to oppose the annexation request.

13. Request to set Public Hearing for the December 6, 2011 Board of Commissioners Meeting to consider an amendment to the Alcohol Beverage Ordinance to provide for the Sunday sale of beer and wine as approved by voter referendum on November 8, 2011.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

After much discussion in Work Session, Angie Davis said that she had a firm understanding of what the Board has in mind regarding permitting and fees associated with the amendment to the Alcohol Beverage Ordinance. As discussed earlier, the Board will meet with Chief Marshal Chris Collett for input on a process that would hopefully add the least amount of extra burden to the staff, particularly as it relates to enforcement of compliance to the amendment. Angie Davis stated that she will have a draft amendment drawn up for review and posted to the County website prior to the Public Hearing to allow for possible implementation on December 6, 2011.

14. AMENDED: From Executive Session, requesting for authorization for Jerry Cooper, County Manager, to execute a settlement agreement, a general release, with authorization for up to \$2,500 to settle a claim related to a motor vehicle accident.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

ADJOURN

Presiding Chairman Hubbard asked if there was any further business. Hearing none, Commissioner Johnston made the motion to adjourn at 7:39 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

NOTICE OF PUBLIC HEARING

Re: Consideration of implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Barrow County, relating to alcoholic beverages; to provide for Sunday package retail sales of malt beverages and wine; to provide for severability; to provide for an effective date; and for other lawful purposes.

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing at the Cherokee County Administrative Complex, 1130 Bluffs Parkway, Canton, Georgia in Cherokee Hall to consider implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Barrow County, relating to alcoholic beverages; to provide for Sunday package retail sales of malt beverages and wine; to provide for severability; to provide for an effective date; and for other lawful purposes, at the Board's regular meeting on Tuesday, December 6, 2011, at 6:00 p.m. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

Cherokee County Board of Commissioners

ME1157
NOTICE OF PUBLIC HEARING
Re: Consideration of implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Cherokee County relating to alcoholic beverages to provide for Sunday package retail sales of malt beverages and wine to provide for severability to provide for an effective date and for other lawful purposes.
Notice is hereby given that the Cherokee County Board of Commissioners will

hold a public hearing at the Cherokee County Administrative Complex, 1150 Bluffs Parkway, Canton, Georgia in Cherokee Hall to consider implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Cherokee County relating to alcoholic beverages to provide for Sunday package retail sales of malt beverages and wine to provide for severability to provide for an effective date and for other lawful purposes at the Board's regular meeting on Tuesday, December 6, 2011 at 8:00 p.m. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.
Cherokee County
Board of Commissioners
11/18

Cherokee County, Georgia Agenda Request

SUBJECT: Request to Name Hockey Rink in Memory of Greg Stathis **MEETING DATE:** 12/6/11
SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Requesting Approval of Advisory Board Recommendation to Name In-line Hockey Rink @ Recreation Center in Memory of Greg Stathis.

FACTS AND ISSUES:

In 2000, CRPA (then, the Authority) was approached by Greg and George Stathis to construct and operate an in-line hockey rink at the recreation center as part of a public/private partnership. The rink was constructed with private funds and CRPA benefited financially from the agreement through a percentage of the registration fees and hundreds of kids got to play hockey every year.

In 2008, Greg Stathis passed away and the leagues suffered, eventually ceasing operation altogether in 2010. George Stathis turned over operation of the rink to CRPA. In 2011, CRPA worked with the hockey parents to help them form a volunteer youth association, Cherokee Hockey In-Line League (CHILL). Leagues are now reforming and the rink is being used again.

Recently, we received a request from the Stathis family to name the hockey rink in memory of Greg Stathis. Attached is the letter from George Stathis detailing Greg's contributions to the hockey community in Cherokee County and a letter from CHILL supporting the action. Those who knew Greg know that it was much more than a business venture for him as evidenced by the attached letters of recommendation. The CRPA Advisory Board heard the request at their November 16 meeting and voted 4-0 in favor of the motion.

CRPA staff proposes to change the existing panel on the side boards surrounding the rink to read "Greg Stathis Memorial Rink". The project will be funded under Park Bond funds currently earmarked for renovations at the Recreation Center including improvements to the hockey rink area. The estimated cost of the project is \$350.

BUDGET:

Budgeted Amount:	_____	Account Name:	_____
Amount Encumbered:	_____	Account #:	_____
Amount Spent to Date:	_____		
Amount Requested:	_____		
Remaining Budget:	_____		
Budget Adjustment Necessary: Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, how much \$	_____

(Attach Budget Amendment Form)

ADMINISTRATIVE RECOMMENDATION:

Approval of Advisory Board Recommendation to Name In-line Hockey Rink @ Recreation Center in Memory of Greg Stathis.

SIGNATURES TO FOLLOW

REVIEWED BY:

DEPARTMENT HEAD:

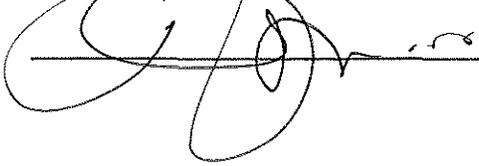
AGENCY DIRECTOR:

COUNTY MANAGER:

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY:

George Stathis
182 Big Oak Tree Road
Adairsville, Georgia 30103
770-878-9619
gstathis007@gmail.com

Bryan Reynolds
Cherokee Recreation and Parks Agency
7545 Main Street
Woodstock, GA 30188

November 14, 2011

Dear Bryan,

On behalf of the Stathis family, I would like to request that the Inline Roller Hockey facility, which we donated to Cherokee County, be named in honor of my brother Gregory Stathis. His passion for hockey and his personal values helped influence the lives of many young people. As a teacher and a coach for over thirty years, including seventeen years as the Head Coach of the Georgia Tech Ice Hockey Team, Greg helped thousands of young men and women learn not only the sport of hockey, but more importantly, he taught them sportsmanship, how to act with integrity and selflessness, to respect others and do what was right, not what was easy. Through our programs at Hockey Time USA, Greg helped introduce the sport of hockey to the children and adults of Cherokee County. He initiated the Cherokee County Inline Roller Hockey League at the rink, developing coaches from among the parents of the participants of our Hockey Time USA programs. He worked with C.H.O.I.C.E.S to help educate the residents of Cherokee County regarding the health issues arising from the trend of inactivity developing among today's youth.

Ask any of the children or parents that were involved at the Hockey Time USA rink, and they will tell you, it was not just a recreational activity, but a place to develop friendships, learn the value of hard work and putting forth your best effort, having fun and being part of a family, all of that, is what Greg did at the rink in Cherokee County. The rink was a place where Greg loved to be, doing what he loved to do. I thank you for your consideration.

Best Regards,

George Stathis



Cherokee Hockey In-Line League
P.O. Box 325
Lebanon, GA 30146-0325
www.cherokeehockey.org

November 16, 2011

Mr. Jay Worley
Athletic Division Director CRPA
7545 Main Street, Building 200
Woodstock, GA 30188

Dear Jay:

The Cherokee Hockey In-Line League Board of Directors respectfully requests that the Cherokee Recreation and Parks Authority name the roller hockey rink at the recreation center in honor of Greg Stathis.

Coach Stathis dedicated much of his life to teaching and coaching hockey and his positive impact on our community is immeasurable. He founded the Hockeytime USA inline league and was responsible for the construction of the rink. Among many other accomplishments his resume includes 348 wins during 17 years as the Georgia Tech hockey coach.

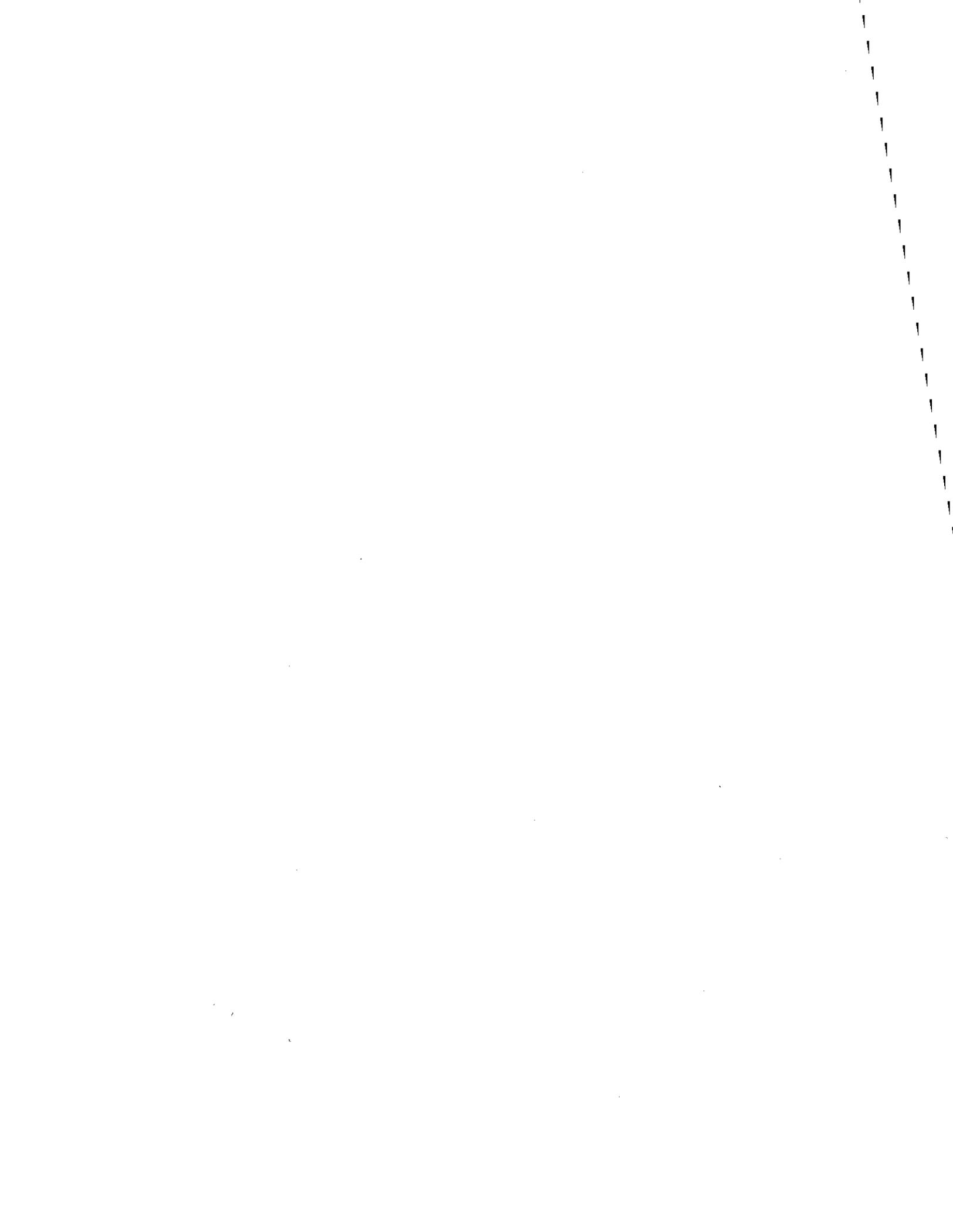
Coach Stathis passed away in 2008 but he left a legacy by teaching hundreds of local youth his love for the sport of hockey. As we bring the rink back from closure and the level of program activity swells, it would certainly make Greg proud to know the players he taught years ago will help teach the game to new players on the rink he made possible.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Phil Eberly", is written over a large, light-colored scribble or watermark.

Phil Eberly
Vice President
CHILL



**Cherokee County, Georgia
Agenda Request**

SUBJECT: Request to Install & Dedicate Flag Pole @ Weatherby Park
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: 12/6/11

COMMISSION ACTION REQUESTED:

Requesting Approval of Advisory Board Recommendation to Install & Dedicate Flag Pole @ Weatherby Park in Memory of Chip Prance.

FACTS AND ISSUES:

The North Cherokee Youth Softball Association (NCYS) has requested permission to install and dedicate a 25 ft. flag pole at Weatherby Park in memory of Chip Prance. See the attached email from NCYS detailing Coach Prance's contributions to the Clayton community and the young athletes of NCYS.

The Prance family and NCYS have received donations and committed all the additional funds necessary to purchase and install the flag pole and marker. The original request was to install the flag pole in the raised flower bed in the plaza area at Weatherby Park. Staff expressed concern that the bed was not the best location because it is comprised of fill dirt. An alternate site along the left field foul line of field 1 near the entrance to the fields was identified and accepted by NCYS and county staff. The CRPA Advisory Board voted 4-0 in favor of the proposal at their November 16 meeting.

BUDGET:

Budgeted Amount: _____
Amount Encumbered: _____
Amount Spent to Date: _____
Amount Requested: _____
Remaining Budget: _____
Budget Adjustment Necessary: Yes No
(Attach Budget Amendment Form)

Account Name: _____
Account #: _____
If yes, how much \$ _____

ADMINISTRATIVE RECOMMENDATION:

Approval of Advisory Board Recommendation to Install & Dedicate Flag Pole @ Weatherby Park in Memory of Chip Prance.

REVIEWED BY:

DEPARTMENT HEAD: _____

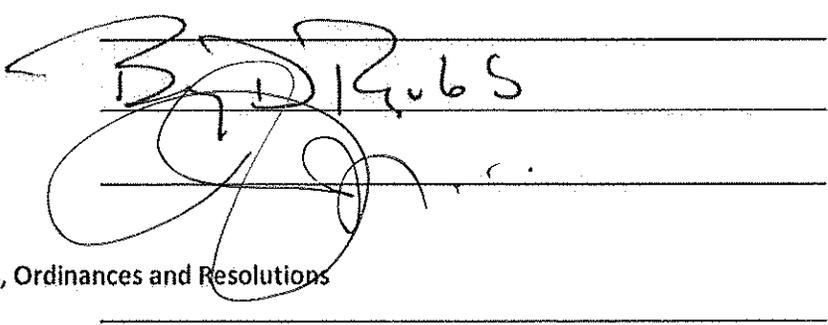
AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____



The signature lines for Department Head, Agency Director, and County Manager contain handwritten signatures. The County Attorney line is blank.

Bryan Reynolds

From: Jay Worley [jworley@cherokeega.com]
Sent: Wednesday, September 28, 2011 5:29 PM
To: BROCK, ASHLEY
Cc: JReeves@rfpinc.net
Subject: RE: Chip Prance

I have passed it on with my recommendation. Stay tuned.

From: BROCK, ASHLEY [mailto:ab1449@att.com]
Sent: Wednesday, September 28, 2011 10:26 AM
To: Jay Worley
Cc: JReeves@rfpinc.net
Subject: Chip Prance

Jay,

As I'm sure you know we recently lost one of our coaches (Chip Prance) to cancer. Chip was not only a coach but he was a friend to all of us at NCYS. He has coached many youth athletes within the county (especially in the Clayton community) over the years. He lived in the Clayton community himself and has touched the lives of countless people, not only in the community but all over the county. He will be greatly missed by all of us at NCYS and all that knew him.

The purpose of this email is to request permission for NCYS to place a flag pole and a commemorative marker in the middle island (among the Crepe Myrtles) at Weatherby Park in honor of Chip Prance. Several parents of our players got together and came up with this idea. They approached the board and we have all agreed that we would like to do it. We have agreed that the marker would read "In Honor of Coach Chip Prance". With the approval of CRPA NCYS will incur all expenses and coordinate the installation. We would be happy to meet CRPA onsite to discuss the installation to ensure the flag pole and marker are placed in the location that would be acceptable by CRPA.

Please let me know if this would be something CRPA would allow. If so, please also let me know when would be a good time to meet at Weatherby to discuss the placement.

Thank You,

Ashley Brock

NCYS Community Director

678-602-7827

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

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt

from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

From: Bryan Reynolds [mailto:bdreynolds@cherokeega.com]
Sent: Tuesday, November 08, 2011 2:49 PM
To: BROCK, ASHLEY
Cc: Jay Worley
Subject: Recognition of Coach by NCYS
Importance: High

Good afternoon Ashley,

I hope this email finds you well. Jay mentioned a couple of weeks back that NCYS wants to honor a coach by installing a flag pole and plaque @ Weatherby Park. If so, the first step will be to present the idea to the advisory board for their consideration. They are planning to meet next week. I'll let you know the date and time once that is firmed up.

If you would like to proceed, then I recommend preparing the following as a part of the request.

- A brief description of the project including materials, location, verbiage on plaque, summary of the contributions by the honoree, etc.
- A budget for the project.
- Confirmation that NCYS has sufficient funds to complete the project.
- Evidence that any contractor performing work on county property will have the proper insurance.

Jay and I will be happy to help with anything we can but I need to know by Friday afternoon if you would like to be on the agenda. Thanks.

Regards,

Bryan Reynolds
Director
Cherokee Recreation & Parks Agency
7545 Main Street Building 200
Woodstock GA 30188
Phone: 770-924-7768 Fax: 770-924-7890
bdreynolds@cherokeega.com



This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i)

destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

From: BROCK, ASHLEY
To: Bryan Reynolds
Cc: Jay Worley; corey buckner; JReeves@rfplnc.net
Subject: RE: Recognition of Coach by NCYS
Date: Wednesday, November 09, 2011 1:49:50 PM
Attachments: [image001.png](#)
[RE Chip Prance.msg](#)
[Insurance Certificate 08-01-2011 - 08-01-2012 \(2\).pdf](#)

Thanks Bryan.

We would like to place the flag pole and a commemorative marker either in the flower bed area between W1 and W2 or at the entrance to the fields near the walking track behind left field foul area of W1. The wording will be "In honor of Coach "Chip" Prance". I have attached an email that I sent to Jay a few weeks back that summarizes Coach Prance's contributions to our youth, NCYS and the community. In that email I first suggested that we place the flag pole in the middle flower bed among the crepe myrtles but after speaking with Jay we decided that would not be the best location due to the fact that area is all fill dirt.

As for the budget....

Flag Pole - \$200 delivered
Flag - \$50 delivered
Marker – Donated
Engraving- Partially donated. Remaining cost approx \$100
Labor – Partially donated. Remaining cost approx \$200
Misc Material – Donated

Total after donations will be less than \$700. Friends and family of the Prance family have donated \$1200 to the purchase and installation of the flag pole and marker. I believe that will suffice as confirmation that NCYS has sufficient funds to complete the project.

Darrell Gunby with Gunby Construction will be our contractor on this project. I have attached a copy of his Certificate of Insurance.

Please let me know if you need any further information. I'll wait to hear from you on the board meeting date and time.

Thanks Again,

Ashley Brock

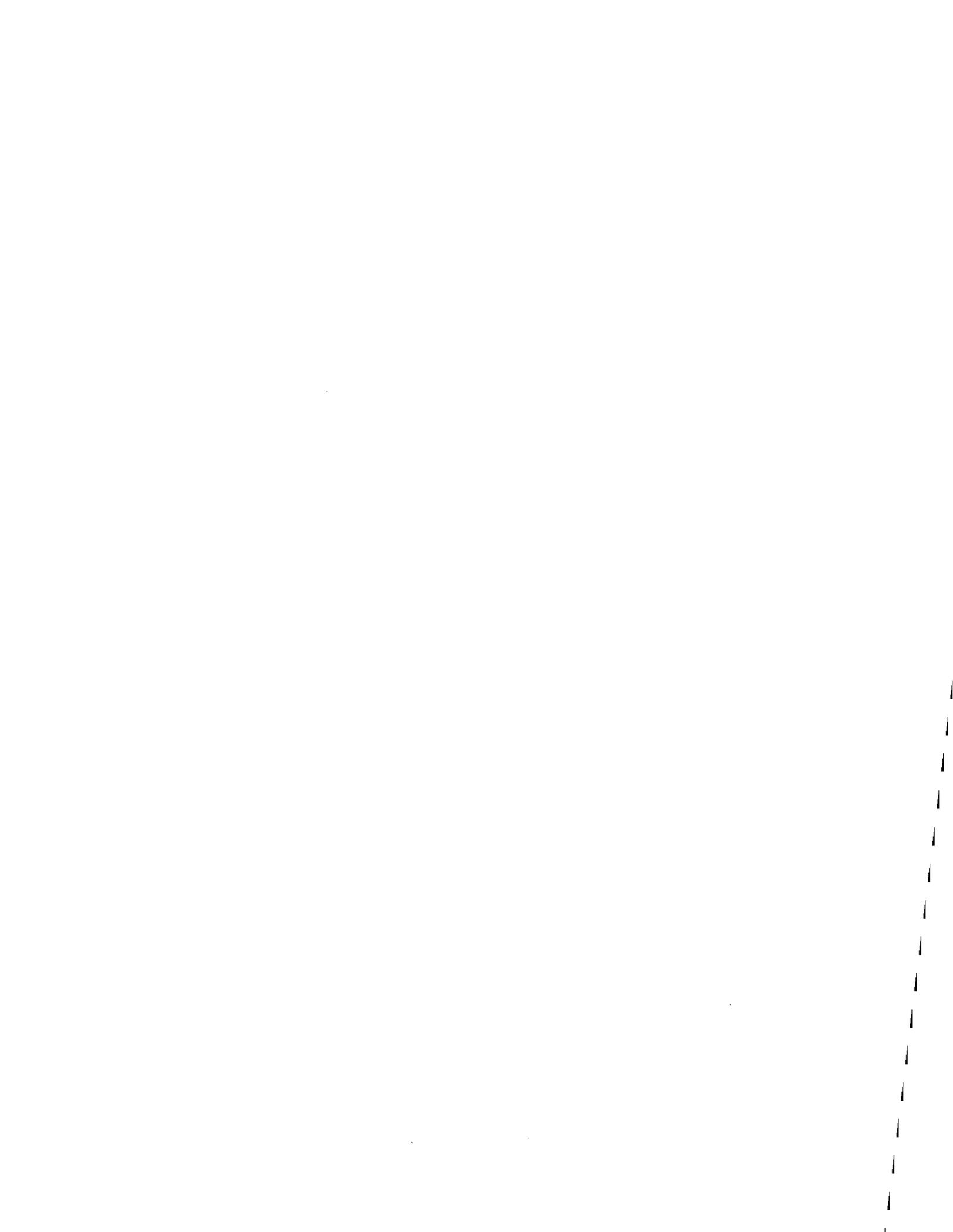
AT&T

Network Manager/C&E

Office: 678-624-7111

Cell: 404-545-6452

<mailto:ab1449@att.com>



Cherokee County, Georgia
Agenda Request

1.3

SUBJECT: 2011 CIE/STWP Adoption MEETING DATE: December 6, 2011

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider adoption of the 2011 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by Georgia Department of Community Affairs and the Atlanta Regional Commission.

FACTS AND ISSUES:

See attached letters from ARC and DCA.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

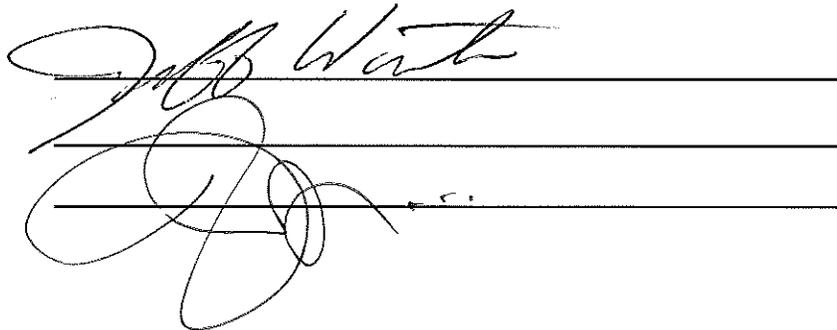
Adopt the 2010 Annual Update.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The image shows three horizontal lines for signatures. The top line has a handwritten signature in cursive that appears to be "John Worth". The middle line has a handwritten signature that is mostly illegible but seems to start with "C. ...". The bottom line has a handwritten signature that is also illegible.



October 10, 2011

Chairman Buzz Ahrens
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

RE: Capital Improvements Element/Short Term Work Program Update

Dear Chairman Ahrens:

We have completed the regional review of Cherokee County's Short Term Work Plan/Capital Improvement Element update (STWP/CIE) and are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the submittal fulfills the Development Impact Fee Act and the Local Planning Requirements.

Once the STWP/CIE has been adopted, please send us a copy of the adoption resolution and any revisions so that we may forward this to DCA. Upon receiving notification that the approved STWP/CIE update has been adopted, DCA will extend the county's QLG status.

I commend you and Cherokee County for your commitment to the comprehensive planning process. Please contact Jared Lombard at 404-463-3302 if you have any questions or if we can provide further assistance.

Sincerely,

I. Emerson Bryan
Interim Director

Enclosure

Cc Jim Frederick, Georgia Department of Community Affairs (via email)
Margaret Stallings, Cherokee County

Nathan Deal
Governor



Georgia™
Department of
Community Affairs

Mike Beatty
Commissioner

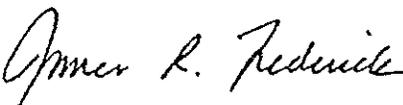
September 27, 2011

Mr. Emerson Bryan
Interim Executive Director
Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, Georgia 30303

Dear Mr. Bryan:

Our staff has reviewed the CIE Annual Update for Cherokee County and finds that it adequately addresses the Local Planning Requirements. Please include the attached advisory comments with your report of findings and recommendations to the local governments. The next step is for the local government to adopt the plan. Based upon the date that your staff certified the submittal as complete, the earliest acceptable adoption date is November 21, 2011. As soon as your office provides written notice that the CIE Annual Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the County that its Qualified Local Government status has been extended.

Sincerely,



James R. Frederick, Director
Office of Planning and Environmental Management

JF/nah
Attachment

cc: Dan Reuter, ARC Land Use Division, Director
Jared Lombard, ARC Land Use Division, Principal Planner
Jonathan Tuley, ARC Principal Planner



60 Executive Park South, N.E. • Atlanta, Georgia 30329-2231 • 404-679-4940

www.dca.ga.gov

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PLAN REVIEW COMMENTS FROM THE DEPARTMENT OF COMMUNITY AFFAIRS

Advisory Comments on the CIE Annual Update

Your CIE Update is an important tool for managing local development patterns. The CIE brings predictability to the location and extent of future public facility expansions, and developers can plan their new development projects accordingly. DCA is vitally interested in insuring that your CIE remains a useful tool and guide for achieving your community's desired future. Please consider the following advisory comment prior to adopting your update:

- ▶ The ***Impact Fee Fund Balance*** numbers for Libraries & Public Safety Facility columns of the Annual Financial Report do not add up to the total Impact Fee Fund balance for Jan 1, 2011.

RESOLUTION NO. 2011-R-_____

WHEREAS, the Cherokee County Board of Commissioners has prepared an annual update to the Capital Improvement Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvement Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and Public Hearing was held at the Cherokee County Administration Building on September 6th, 2011 at 6 p.m.;

BE IT THEREFORE RESOLVED, that the Cherokee County Board of Commissioners does hereby adopt the annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2011-2015, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 6th day of December, 2011.

BY: _____
L.B. Ahrens, Chairman

ATTEST: _____
Christy Black, County Clerk

Cherokee County

September 6, 2011



**Annual Impact Fee Financial Report
& Short Term Work Plan Update
2011**

CHEROKEE COUNTY	Annual Impact Fee Financial Report - 2011*						
Public Facility	Libraries	Fire Protection	Sheriff's Patrol	Public Safety Facility	Parks/Recreation	Transportation	TOTAL
Impact Fee Fund Balance Jan 1, 2010	\$574,148	(\$597,914)	\$22,051	\$1,739,830	\$661,152	\$1,046,260	\$3,445,527
Impact Fees Collected (January 2010 through December 2010)	\$6,506	\$21,283	\$384	\$10,094	\$6,505	\$60,977	\$105,748
Accrued Interest	\$1,548	\$0	\$0	\$4,502	\$1,718	\$1,979	\$9,748
Administrative/Other Costs	\$193	(\$192)	\$7	\$581	\$222	\$368	\$1,179
(Administrative/Other Costs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Impact Fee Refunds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Project Expenditures)	(\$134,672)	\$599,241	\$0	(\$545,723)	\$0	\$0	(\$81,154)
Impact Fee Fund Balance Jan 1, 2011	\$447,723	\$22,419	\$22,442	\$1,209,284	\$669,597	\$1,109,583	\$3,481,048
Impact Fees Encumbered	\$2,831,789	\$7,740,267	\$463,930	\$4,601,180	\$4,175,944	\$5,559,612	\$25,372,721

*This annual report covers the last completed fiscal year - January to December, 2010

Correction from a prior period

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility: Libraries								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered*	Status/Remarks
New Woodstock Library Facility	2003	2005	\$4,400,000	29%	General Fund, State of Georgia	\$0	\$1,500,000	Complete
R.T. Jones Library Facility Addition	2009	2010	\$1,402,007	30%	General Fund, State of Georgia	\$134,672	\$420,000	Delayed from 2001
Northeast Library Facility	2010	2010	\$5,616,857	64%	General Fund, State of Georgia	\$0	\$0	
Library Collection Materials	2003	2003	\$272,344	56%	General Fund	\$0	\$152,513	Complete
Library Collection Materials	2003	2003	\$194,741	55%	General Fund	\$0	\$107,108	Complete
Library Collection Materials	2003	2003	\$367,845	74%	General Fund	\$0	\$397,986	Complete
Library Collection Materials	2004	2004	\$98,973	55%	General Fund	\$0	\$54,435	Complete
Library Collection Materials	2005	2005	\$65,314	53%	General Fund	\$0	\$34,616	Complete
Library Collection Materials	2006	2006	\$217,873	52%	General Fund	\$0	\$113,294	In Process
Library Collection Materials	2007	2007	\$223,690	52%	General Fund	\$0	\$51,837	
Library Collection Materials	2008	2008	\$353,088	92%	General Fund	\$0	\$0	
Total of Costs, Expenditures & Impact Fees Encumbered			\$13,212,732			\$134,672	\$2,831,789	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility: Fire Protection								
Service Area: County-wide except Canton and Woodstock								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered*	Status/Remarks
Station 2 Renovation/Expansion	2003	2004	\$65,000	96%	Fire District ⁺	\$0	\$62,400	Complete
Fire Engine 9	2003	2003	\$275,000	89%	Fire District ⁺	\$0	\$244,750	Complete
Fire Engine 20	2003	2003	\$306,000	87%	Fire District ⁺	\$0	\$266,220	Complete
Training Van	2003	2003	\$50,000	88%	Fire District ⁺	\$0	\$44,000	Complete
Holly Springs Fire Station 8	2003	2004	\$1,200,000	100%	None	\$0	\$677,683	Complete
Rescue Unit (Mass Response)	2003	2004	\$216,000	100%	Fire District ⁺	\$0	\$216,000	Complete
Air Truck	2003	2004	\$355,000	100%	Fire District ⁺	\$0	\$355,000	Complete
Fire Engine	2003	2004	\$400,000	87%	Fire District ⁺	\$0	\$348,000	Complete
Station 1 Expansion	2003	2005	\$150,000	88%	Fire District ⁺	\$0	\$132,000	Complete
Station 19 Replacement	2004	2006	\$1,500,000	81%	Fire District ⁺	\$0	\$558,505	Complete
Ambulance Purchase	2004	2009	\$2,050,000	100%	None	\$0	\$2,392,426	Complete
Supply Warehouse	2005	2008	\$2,325,000	90%	Fire District ⁺	\$0	\$850,000	Complete
Station 13 Replacement	2010	2011	\$1,200,000	81%	Fire District ⁺	\$0	\$0	
Fire Engine	2007	2007	\$350,000	100%	None	\$0	\$370,086	Complete
Fire Engine x 3	2008	2008	\$1,125,000	100%	None	\$0	\$1,076,637	Complete
Station 15 Relocation & Replacement	2010	2011	\$1,500,000	81%	Fire District ⁺	\$0	\$0	
Heavy Vehicles x 3	2009	2009	\$971,000	90%	Fire District ⁺	\$0	\$0	
Airport Crash Truck	2010	2010	\$800,000	90%	Fire District ⁺	\$0	\$0	
Fire-Emergency Services Training Facility	2010	2012	\$3,141,850	100%	Fire District ⁺	\$0	\$146,560	In Process
Total of Costs, Expenditures & Impact Fees Encumbered			\$17,979,850			\$0	\$7,740,267	

**"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

* A combination of the Fire District, SPLOST and the Insurance Premium Tax Funds

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Public Safety Facility						
Service Area:		County-wide (except fire administration)						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered	Status/Remarks
Public Safety Facility	2000	2002	\$33,599,204	58%	General Fund	\$0	\$4,475,669	In Process
Special Purpose Vehicle Garage	2006	2007	\$125,512	100%	None	\$0	\$125,511	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$33,599,204			\$0	\$4,601,180	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Parks and Recreation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered	Status/Remarks
Clayton Area / Weatherby Park	2004	2007	\$2,000,000	20%	General Fund	\$0	\$406,890	Complete
Fields Landing Park Expansion (was Suttalee Area Community Park)	2003	2009	\$700,000	35%	General Fund	\$0	\$245,000	Complete
Biello Park (Little River/Mill Creek County-wide Park Phase I)	2003	2010	\$4,000,000	83%	General Fund	\$0	\$2,387,574	Under Construction
Waleska City Park (Cline Park)	2004	2005	\$375,000	93%	General Fund	\$0	\$399,553	Complete
Creighton Road Park (Ray)	2009	2009	\$375,000	83%	General Fund	\$0	\$311,250	Complete
Hobgood Park	2006	2007	\$425,000	100%	General Fund	\$0	\$425,676	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$7,875,000			\$0	\$4,175,944	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Transportation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered	Status/Remarks
Towne Lake Parkway (road improvement)	2000	2001	\$4,577,900	42%	GADOT, General Fund	\$0	\$3,039,334	Construction Complete - Reimbursement Phase
Business 5 (road widening and relocation)	2000	2001	\$5,430,756	22%	GADOT, General Fund	\$0	\$1,194,766	Construction Complete - Reimbursement Phase
Riverstone Boulevard (new road construction)	2000	2001	\$1,145,349	22%	GADOT, General Fund	\$0	\$251,977	Construction Complete - Reimbursement Phase
Bell Ferry Road (design and safety planning)	2000	2003	\$784,956	46%	General Fund	\$0	\$361,080	Construction Complete - Reimbursement Phase
Rope Mill Road (new road construction)	2000	2001	\$5,252,228	15%	GADOT, General Fund	\$0	\$712,455	Construction Complete - Reimbursement Phase
Reinhardt College Road (new road construction)	2000	2001	\$718,580	21%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Eagle Drive (road widening)	2004	2006	\$5,504,074	35%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
East Cherokee Drive (road widening)	2005	2007	\$4,800,000	23%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Total of Costs, Expenditures & Impact Fees Encumbered			\$28,213,843			\$0	\$5,559,612	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Sheriff's Patrol						
Service Area:		Unincorporated county						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2010	Impact Fees Encumbered	Status/Remarks
Uniform Patrol Div Office # 19	2005	2006	\$1,295,000	58%	General Fund	\$0	\$463,930	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$1,295,000			\$0	\$463,930	

**"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2010.

Short Term Work Plan

Cherokee County								
Project Description	2011	2012	2013	2014	2015	Estimated Total Cost	Funding Sources	Responsible Party
Natural and Historic Resources								
Develop the Etowah River Greenway	X	X	X	X	X	\$2,000,000	County Greenspace Program	BOC, Parks & Rec.
Develop Environmental Awareness Program	X	X	X	X	X	\$10,000	US EPA, Ga DNR	Engineering, Recycling
Develop and adopt a countywide Historic Preservation Ordinance	X	X	X			Unknown	County, GA DNR	BOC, Planning & Land Use, Historical Society
Pursue qualification as a "Certified Local Government" under the Historic Preservation Division of Georgia DNR	X	X				Unknown	County, GA DNR	Planning & Land Use, Historical Society
Develop Historic Property Resource Kit	X	X				Unknown	County	Planning & Land Use, Historical Society
Develop Historic Resources Map	X					Staff Time	County	GIS, Planning & Land Use, Historical Society
Continue to update the Cemetary Location Map as needed	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Historical Society
Investigate developing a National Register nomination for the Reinhardt Campus area in Waleska as a historic district	X	X				\$6,500	Historical Society	Historical Society, City of Waleska
Continue to participate in the Etowah River Habitat Conservation Plan (HCP). Consider adoption of Low Impact Development Guidelines to support the HCP.	X	X	X			Staff Time	County	BOC, Engineering
Develop a countywide greenspace/land conservation plan.	X	X				\$50,000 + Staff Time	County	BOC, Planning & Land Use, GIS, Parks & Rec.
Develop program to acquire or set aside property identified in countwide greenspace plan.	X	X	X	X	X	Unknown	County Greenspace Program	BOC, Planning & Land Use, Parks & Rec.
Economic Development								
Facilitate stakeholder meetings concerning agribusiness and agritourism in the county.	X	X				Staff Time	Farm Bureau, Chamber of Commerce	Farm Bureau, Chamber of Commerce
Prepare Tax Increment/Finance District Guidelines	X	X	X			Unknown	County	BOC, Finance, Planning & Land Use
Develop Airport Area Master Plan	X					Staff Time	County	Planning & Land Use, Airport Authority, Development Authority
Develop and promote business and manufacturing sites within Cherokee County, especially Bluffs Business Park.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce

Cherokee County								
Project Description	2011	2012	2013	2014	2015	Estimated Total Cost	Funding Sources	Responsible Party
Continue the focused marketing campaign targeting industries identified in the Cherokee County Economic Strategic Plan	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Enhance the entrepreneurship and small business support programs with a comprehensive range of financial assistance, training, networking, professional advice and educational opportunities.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the Business Expansion & Retention Program and advocacy for existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Implement the Georgia Department of Economic Development's Business InSight program for analysis of existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Focus resources on supporting and expanding existing partnerships between local busines and educational institutions, such as the CCSD Advisory Committees, Career Pathways, Partners in Education and Cherokee Focus.	X	X	X	X	X	Staff Time	CCSD, Chamber of Commerce	Cherokee County School District, Chamber of Commerce
Coordinating and streamline permitting processes and development regulations across all communities in Cherokee County.	X	X				Staff Time	County	Planning & Land Use, Engineering, Building Inspection, Fire Marshal
Encourage the redevelopment of underutilized shopping centers along major transportation corridors to broaden the retail and personal service offerings in Cherokee County.	X	X	X			Staff Time	County	BOC, Planning & Land Use
Housing								
Upgrade Dilapidated Housing	X	X	X	X	X	Unknown	private	Private Developers
Continue to use federal funds (CDBG & HOME) for the Cherokee County Home Repair Program targeted for low-income seniors and affordable home ownership programs.	X	X	X	X	X	\$1,750,000	County, CDBG	Community Services, GUCC
Construct housing for the elderly and handicapped.	X	X	X	X	X	Unknown	state and federal programs, private	Private Developers
Develop Senior Housing regulations.	X					Staff Time	County	BOC, Planning & Land Use
Identify areas with adequate infrastructure to provide affordable housing opportunities.	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Engineering
Facilitate County-wide meetings to encourage cooperation on affordable housing financing from federal and state sources.	X	X	X			Staff Time	County	Planning & Land Use
Review development ordinances to identify constraints and barriers to providing affordable housing.	X	X	X	X	X	Staff Time	County	Planning & Land Use

Cherokee County								
Project Description	2011	2012	2013	2014	2015	Estimated Total Cost	Funding Sources	Responsible Party
Community Facilities								
Review periodically Service Delivery strategies, level of services, and develop a plan to provide services to accommodate new growth.	X	X	X	X	X	Unknown	County	BOC, Public Safety, Engineering
Continue to identify, fund and implement Bells Ferry LCI projects	X	X	X	X	X	\$17,000,000	GDOT, ARC, County, Private	BOC, Planning & Land Use, Engineering, Private Developers
Parks and Recreation								
Little River/Mill Creek Park (Biello Park)	X	X				\$4,000,000	Impact Fees	CRPA, BOC
Transportation								
Roadway Improvements	X	X	X	X	X	\$60,000,000	GDOT, General Fund	BOC
Develop a Context-Sensitive Design Process such as the one recommended by the Georgia Department of Transportation.	X	X				Unknown	County, DCA, ARC	Engineering, Planning & Land Use
Extend Cherokee County Airport Runway	X					\$5,000,000	Airport Authority	Airport Authority, FAA
Expand Ride/Share Program	X	X				\$15,000	County, ARC, GRTA	Community Services
Install Park/Ride Lots	X	X	X	X	X	\$25,000 per lot	County, ARC, GRTA	Engineering, BOC
Develop Alternative Transportation Education Program	X	X	X	X	X	\$30,000	County, ARC	Engineering, ARC
Bells Ferry Road widening (2 phases)			X	X	X	\$40,288,000	Impact Fees, SPLOST, Ins. Prem. Tax Fund	Engineering
Add Interchange at I-575/Rope Mill Road	X	X				\$12,000,000	GDOT, General Fund, SPLOST	BOC, City of Woodstock
Public Safety								
Communications System	X					\$13,809,772	Impact Fees, General Fund, E-911, SPLOST	E-911, BOC
Sheriff's Patrol Precinct Space		X				\$546,096	Impact Fees, General Fund	Sheriff's Department, BOC
Sheriff's Patrol Precinct Space			X			\$546,096	Impact Fees, General Fund	Sheriff's Department, BOC
Expansion of Adult Detention Center			X	X	X	\$27,151,762	Impact Fee, General Fund, SPLOST	Sheriff's Department, BOC
Fire Station 1 Expansion		X				\$150,000	Impact Fees, Fire District Fund	Fire Department, BOC
Fire Station 2 Replacement (Ball Ground)	X	X				Unknown	Impact Fees, General Fund	Fire Department, BOC
Fire Station 3 Replacement	X	X				\$1,500,000	Fire District, SPLOST	Fire Department, BOC

Cherokee County								
Project Description	2011	2012	2013	2014	2015	Estimated Total Cost	Funding Sources	Responsible Party
Fire Station 5 Replacement	X	X				\$1,800,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 6 Replacement (Clayton Area)	X	X				\$1,700,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 13 Replacement Station		X	X			\$1,200,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 15 Relocation & Replacement Station		X	X			\$1,500,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 32 Renovation	X					\$100,000	Fire District, SPLOST	Fire Department, BOC
Future Fire Station (new)		X				\$1,085,000	Impact Fees, General Fund	Fire Department, BOC
Fire - Emergency Services Training Facility		X	X			\$3,141,850	Impact Fees, SPLOST	Fire Department, BOC
Purchase property for Future Fire Facilities	X	X	X	X	X	\$750,000	County	Fire Department, BOC
Airport Crash Truck			X			\$800,000	Impact Fees, Fire District	Fire Department, BOC
Ladder Truck					X	\$1,000,000	Impact Fees	Fire Department, BOC
Fire Apparatus Replacement Program	X	X	X	X	X	\$800,000	SPLOST, Impact Fees	Fire Department, BOC
EMS Squad Replacement Program	X	X	X	X	X	\$700,000	County	Fire Department, BOC
Small Fleet Replacement Program	X	X	X	X	X	\$180,000	County	Fire Department, BOC
Library Services								
Library Collection Materials	X	X	X	X	X	\$835,512	Impact Fees, General Fund, SPLOST	Library System, BOC
R.T. Jones Library Facility Addition		X				\$1,402,007	Impact Fees, General Fund, State of Georgia, SPLOST	Library System, BOC
Northeast Library Facility		X				\$5,616,857	Impact Fees, General Fund, State of Georgia, SPLOST	Library System, BOC
Southwest Library Facility				X	X	\$5,742,857	Impact Fees, General Fund, State of Georgia	Library System, BOC
Waleska Library Facility				X	X	\$4,307,147	Impact Fees, General Fund, State of Georgia	Library System, BOC
Rose Creek Library Facility Expansion				X	X	\$4,000,000	Impact Fee, General Fund, State of Georgia	Library System, BOC

Cherokee County								
Project Description	2011	2012	2013	2014	2015	Estimated Total Cost	Funding Sources	Responsible Party
Water and Sewage								
Expand Sewer Service Area	X	X	X	X	X	\$60,000,000	CCWSA	County Water & Sewer Authority
Consolidate Water/Sewer Operations with one (1) Agency	X	X	X	X	X	Staff Time	CCWSA	County Water & Sewer Authority
School System								
Construct New Schools	X	X	X	X	X	\$41,000,000	Tax, bonds	Board of Education
Construct Additions to Existing Schools	X	X	X	X	X	\$235,000,000	Tax, bonds	Board of Education
Land Use & GIS								
Establish an agency to pursue implementing the Bells Ferry LCI Plan.	X	X	X			Unknown	County	BOC, Planning & Land Use
Create small area plans for areas experiencing significant growth pressures or infrastructure issues.	X	X	X	X	X	\$500,000	County	Planning & Land Use
Revise State Route 92 Corridor standards and regulations.	X	X	X			Staff Time	County	BOC, Planning & Land Use
Develop master plan for downtown Waleska and consider design guidelines for the "college-entertainment" core	X	X	X			Unknown	City, Reinhart College	Planning & Zoning, City of Waleska, Reinhart College
Continue to update annually the 5-year Capital Improvements Plan and STWP.	X	X	X	X	X	Staff Time	County	Planning & Land Use, Engineering, Public Safety, Parks & Rec.
Conduct annual review of Future Development Map, rezonings and capital projects for plan & map adjustments.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Send a summary of all minor amendments annually to ARC.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Develop Unified Code that combines the zoning ordinance, subdivision regulations and development regulations to consistently implement elements of the Community Agenda.	X	X				\$75,000 + Staff Time	County	Planning & Zoning, Engineering
Revise rezoning process to provide better information on land use changes and infrastructure impact for each proposal.	X	X				Staff Time	County	Planning & Zoning
Create design guidelines for each Character Area for residential and non-residential development.	X	X				Staff Time	County	Planning & Land Use, Engineering
Undertake a Comprehensive Plan update five years after adoption of this Plan.		X	X			Staff Time	County	Planning & Land Use

**Cherokee County, Georgia
Agenda Request Form**

MEETING DATE: December 6, 2011

SUBJECT: Inmate Telephones for the Cherokee County Adult Detention Center

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

Renewal of contract with Consolidated Telecom of Dallas, Texas for the following: Provide telephone service and equipment for use by the inmates of the Cherokee Sheriff's Office Adult Detention Center.

FACTS AND ISSUES: Consolidated Telecom has provided Inmate Telephone Services for the Adult Detention Center for several years and was again awarded the contract during the bidding process in 2009. The Cherokee Sheriff's Office will receive 54% of commissions on revenues received from the inmate telephones in the facility with a guaranteed commission of \$18.00 per inmate per month.

BUDGET: (If applicable)

Budgeted Amount: \$ _____ Account Name: _____

Amount Encumbered \$ _____ Account #: _____

Amount Spent to Date: \$ _____

Amount Requested \$0.00

Remaining Budget \$ _____

Budget Adjustment Necessary: _____

ADMINISTRATIVE RECOMMENDATION:

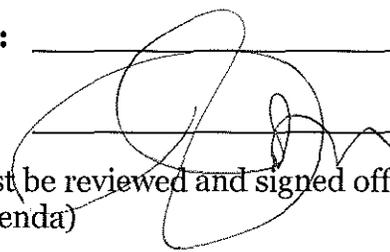
REVIEWED BY:

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)



Inmate Telephone Location Agreement

1. This Agreement is Cherokee County, Georgia, hereinafter referred to as "PARTICIPANT" and Consolidated Telecom, Inc., hereinafter referred to as "VENDOR". This Agreement establishes the right of the Vendor to place non-coin operated pay telephones, known as "Inmate Telephones" at the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, Georgia (the "Facility").
2. In consideration of royalty payments to Participant of 54% of the gross monetary receipts of the Vendor from the inmate telephones placed at the Facility, Participant does hereby grant the Vendor the right to place and maintain inmate telephones at the Facility. The Vendor will have this right during the term of this Agreement. The initial term of this Agreement will be for a period of nine (9) months, commencing on January 1, 2012 and ending on September 30, 2012.
3. Vendor agrees to (a) make available all features, services, and products submitted in any proposal that is signed by an officer or agent on Consolidated Telecom, Inc., or any subsidiary of Consolidated Telecom, Inc., (b) supply premises designated with an inmate telephone system at no cost to the Participant, (c) service the equipment and keep same in repair at its own expense during the term of this Agreement, (d) pay any and all line charges imposed by any local or long distance telephone company and any other costs associated with the inmate telephone system (no cost will be incurred by the Participant with regard to the inmate phone system), (e) pay a minimum guaranteed commission of \$18 per inmate per month (*this minimum guarantee is based on an average daily population, ADP, of the facility and the inmates must have reasonable access to the inmate telephones and must maintain calling patterns consistent with national averages*), (f) to provide free local phones and lines for any required free calls, excluding long distance calls which will be collect only, (g) to conduct a yearly or periodic needs assessment to determine if all needs for the facility are being provided for, as far as inmate telephone and related technology, (h) to provide for all of the necessary blockage of numbers, time limits, cut-off switches and other pertinent security features and reporting features that are available to technology and desired by the facility, (i) to provide for on-demand inmate call record retrieval either by fax, onsite computer terminal or web site supplied by Vendor at Vendor's cost, (j) maintain at all times, collect-call or person-to-person rates which clone the AT&T and Local Dominant exchange Carrier Rates for said calls, and (k) to conform to all standard telecom practices and guidelines set by the FCC, Public Utility Commission, and any other applicable state or federal laws.
4. Participant agrees (a) to provide adequate space for the inmate telephone system which is easily accessible to the inmates, and (b) not to allow the installation or use of any other inmate or non-coin operated public telephone system at the Facility.

5. Participant agrees to release to Vendor all rights and privileges in connection with the inmate telephone system management at the Facility, which shall include, but not be limited to, (a) the removal of the existing operation telephone company equipment and the installation of Vendor's equipment, (b) information about line charges and other long distance or operating companies currently responsible for service to the Facility, and (c) any other activities with regard to the complete management and operation of the inmate telephone system at the Facility.

6. In the event of a material breach of this Agreement, either party may cancel this Agreement with sixty (60) days prior written notice of termination to the other party. In the event Participant serves written notice of a material breach, Vendor shall have ten (10) calendar days to cure such breach, after which period, and in the event Vendor fails to cure the breach, Participant may terminate this Agreement immediately upon provision of written notice to Vendor. Participant may at its option, terminate this agreement, in its sole discretion, if Vendor fails to provide the services detailed in this Agreement or any written and signed proposals.

7. It is further agreed that (a) this Agreement shall be binding and shall inure to the benefit of the parties hereto, their successors and assigns, (b) this Agreement remains in effect during the entire contract between parties hereto and its terms may not be modified in any respect whatsoever unless in writing and signed by the parties hereto, (c) all equipment fixtures and supplies furnished by the Vendor shall remain the Vendor's property, and (d) Vendor shall have the right to assign its rights, obligations and interest under this Agreement to any other party approved by the Participant.

8. Vendor further agrees to indemnify and save harmless Participant and assigns against any and all liability, loss, damages, costs or expenses which Vendor may incur, suffer or be required to pay by reason of the performance, observance, or non-observance of any obligations or responsibilities of the Vendor by reason of the terms and conditions of this Agreement or the relationship of the parties.

9. It is the policy of Participant that unauthorized aliens shall not be employed to perform work on Participant contracts involving the physical performance of service. Therefore, the Participant shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Vendor shall provide evidence on Participant provided forms, attached hereto as Exhibits "A" and "B", that it and Vendor'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 Participant 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 Vendor's and Vendors subcontractors' verification process to determine that the verification was correct and complete. The Vendor and Vendors 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 Participant contract.

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3. Vendor agrees to (a) make available all features, services, and products submitted in any proposal that is signed by an officer or agent on Consolidated Telecom, Inc., or any subsidiary of Consolidated Telecom, Inc., (b) supply premises designated with an inmate telephone system at no cost to the Participant, (c) service the equipment and keep same in repair at its own expense during the term of this Agreement, (d) pay any and all line charges imposed by any local or long distance telephone company and any other costs associated with the inmate telephone system (no cost will be incurred by the Participant with regard to the inmate phone system), (e) pay a minimum guaranteed commission of \$18 per inmate per month (*this minimum guarantee is based on an average daily population, ADP, of the facility and the inmates must have reasonable access to the inmate telephones and must maintain calling patterns consistent with national averages*), (f) to provide free local phones and lines for any required free calls, excluding long distance calls which will be collect only, (g) to conduct a yearly or periodic needs assessment to determine if all needs for the facility are being provided for, as far as inmate telephone and related technology, (h) to provide for all of the necessary blockage of numbers, time limits, cut-off switches and other pertinent security features and reporting features that are available to technology and desired by the facility, (i) to provide for on-demand inmate call record retrieval either by fax, onsite computer terminal or web site supplied by Vendor at Vendor's cost, (j) maintain at all times, collect-call or person-to-person rates which clone the AT&T and Local Dominant exchange Carrier Rates for said calls, and (k) to conform to all standard telecom practices and guidelines set by the FCC, Public Utility Commission, and any other applicable state or federal laws.

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1. This Agreement is Cherokee County, Georgia, hereinafter referred to as "PARTICIPANT" and Consolidated Telecom, Inc., hereinafter referred to as "VENDOR". This Agreement establishes the right of the Vendor to place non-coin operated pay telephones, known as "Inmate Telephones" at the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, Georgia (the "Facility").
2. In consideration of royalty payments to Participant of 54% of the gross monetary receipts of the Vendor from the inmate telephones placed at the Facility, Participant does hereby grant the Vendor the right to place and maintain inmate telephones at the Facility. The Vendor will have this right during the term of this Agreement. The initial term of this Agreement will be for a period of nine (9) months, commencing on January 1, 2012 and ending on September 30, 2012.
3. Vendor agrees to (a) make available all features, services, and products submitted in any proposal that is signed by an officer or agent on Consolidated Telecom, Inc., or any subsidiary of Consolidated Telecom, Inc., (b) supply premises designated with an inmate telephone system at no cost to the Participant, (c) service the equipment and keep same in repair at its own expense during the term of this Agreement, (d) pay any and all line charges imposed by any local or long distance telephone company and any other costs associated with the inmate telephone system (no cost will be incurred by the Participant with regard to the inmate phone system), (e) pay a minimum guaranteed commission of \$18 per inmate per month (*this minimum guarantee is based on an average daily population, ADP, of the facility and the inmates must have reasonable access to the inmate telephones and must maintain calling patterns consistent with national averages*), (f) to provide free local phones and lines for any required free calls, excluding long distance calls which will be collect only, (g) to conduct a yearly or periodic needs assessment to determine if all needs for the facility are being provided for, as far as inmate telephone and related technology, (h) to provide for all of the necessary blockage of numbers, time limits, cut-off switches and other pertinent security features and reporting features that are available to technology and desired by the facility, (i) to provide for on-demand inmate call record retrieval either by fax, onsite computer terminal or web site supplied by Vendor at Vendor's cost, (j) maintain at all times, collect-call or person-to-person rates which clone the AT&T and Local Dominant exchange Carrier Rates for said calls, and (k) to conform to all standard telecom practices and guidelines set by the FCC, Public Utility Commission, and any other applicable state or federal laws.
4. Participant agrees (a) to provide adequate space for the inmate telephone system which is easily accessible to the inmates, and (b) not to allow the installation or use of any other inmate or non-coin operated public telephone system at the Facility.

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 in engaged in the physical performance or 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 applicability provisions and deadlines established in O.C.G.A. § 13-10-91

469169

EEV / Basic Pilot Program User Identification Number

Jerome Jacobs

BY: Authorized Officer or Agent Date
(Subcontractor Name)

vice-president

Title of Authorized Officer or Agent of Contractor

Jerome Jacobs

Printed Name of Authorized Officer or Agent

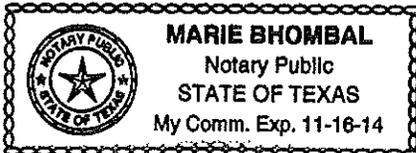
SUBSCRIBED AND SWORN BEFORE ME

THIS 14th DAY OF September, 2011

Marie BOMBAL

Notary Public

My Commission Expires: 11/16/14



**Cherokee County, Georgia
Agenda Request Form**

MEETING DATE: December 6, 2011

SUBJECT: Inmate Food Services for the Cherokee Sheriff's Office Adult Detention Center

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

Approval to renew contract with Trinity Services Group, Inc. of Oldsmar Florida for the following: Provide food service to the inmates and staff of the Cherokee Sheriff's Office Adult Detention Center.

FACTS AND ISSUES: Trinity Services Group Inc. is the current vendor for food services and has been for the previous 9 years. Trinity has agreed to provide the same level of service for the next 9 months at no increased cost to the county. They will continue to provide an average of 15,000 meals per week at a cost of \$0.80 per meal.

BUDGET: (If applicable)

Budgeted Amount: \$ _____ Account Name: _____

Amount Encumbered \$ _____ Account #: _____

Amount Spent to Date: \$ _____

Amount Requested \$431,250.00

Remaining Budget \$ _____

Budget Adjustment Necessary: _____

ADMINISTRATIVE RECOMMENDATION:

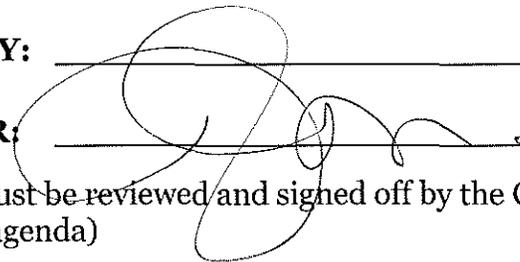
REVIEWED BY:

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)



TRINITY SERVICES GROUP, INC.

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011 by and between CHEROKEE COUNTY, GA. BOARD OF COUNTY COMMISSIONERS, with principal offices located at 1130 Bluffs Parkway, Canton, GA. 30114 ("Client"), and TRINITY SERVICES GROUP INC., a Florida corporation, principal offices located at 380 Scarlet Blvd., Oldsmar, Florida 34677 ("Trinity").

WITNESSETH:

WHEREAS, Client desires to avail itself of Trinity food services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the following described premises: Cherokee County Adult Detention Center, 498 Chattin Drive, Canton, Georgia (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates and staff and other persons at such Premises, food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such manual food service hereinafter referred to as "Services").

TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and at such other locations as shall be agreed upon by the parties, keep its Services adequately staffed and supplied with appropriate merchandise of good quality at agreed prices.

2.2 Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity equipment or merchandise related to the performance of this Agreement, as well as all Federal, state, and local taxes assessed in connection with the the performance of this Agreement. Trinity also agrees to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits within the Premises kitchen in a prominent place as required by law. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business and not to Client. Trinity agrees to comply with applicable Federal, state and local laws and regulations pertaining to employment, including regulations regarding wages and hours of employment.

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examination as any proper city, county, state, or Federal authority may require in connection with their employment and security background screening as permitted by law to include criminal

background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity agrees that no employees of the Client will be hired by Trinity without permission of the Client for a period of six (6) months after the termination of their employment with Client. Trinity, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of Federal, state or local law. Trinity shall be solely responsible for all employment withholding, social security and other taxes on the wages of its employees, and hereby indemnifies client from any liability for such obligation.

2.4 Trinity shall perform all necessary cleaning of the food service equipment, preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made, and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Trinity' business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained.

2.6 Trinity agrees that Trinity's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment where such repair and/or replacement is made necessary by its employees' negligent, reckless or intentional acts. Trinity will also bear the cost of replacements to smallwares, trays, cups and spoons. This does not include the repair or maintenance for normal equipment wear and tear, and other responsibilities of the Client as defined in Section 3.

2.8 Trinity agrees to provide and be responsible for a clearly identifiable uniform for all personnel that will be working at the Premises . Uniforms will be any color except white or brown.

SECTION 3 CLIENT'S RESPONSIBILITIES

3.1 CLIENT SHALL, WITHOUT COST TO TRINITY, PROVIDE TRINITY WITH THE NECESSARY SPACE FOR THE OPERATION OF SAID SERVICES, AND SHALL FURNISH, WITHOUT COST TO TRINITY, ALL UTILITIES AND FACILITIES REASONABLE AND NECESSARY FOR THE EFFICIENT PERFORMANCE OF THIS AGREEMENT BY TRINITY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: HEAT, HOT AND COLD WATER, STEAM (I.E. ADEQUATE UTILITIES TO PREPARE HOT AND COLD FOODS), GAS, LIGHTS AND ELECTRIC CURRENT, GARBAGE REMOVAL SERVICES, EXTERMINATOR SERVICES, SEWAGE DISPOSAL SERVICES, AND OFFICE SPACE.

3.2 CLIENT SHALL, AT ITS OWN COST AND EXPENSE, PROVIDE ALL FOOD EQUIPMENT, FACILITIES AND FLOOR SPACE, AS MUTUALLY AGREED IS NECESSARY FOR THE EFFICIENT PROVISION OF TRINITY SERVICES HEREUNDER. THE CLIENT WILL MAINTAIN, REPAIR, AND REPLACE SAID EQUIPMENT AND FACILITIES AT ITS OWN EXPENSE. NOTWITHSTANDING THE FOREGOING, IF EQUIPMENT PROVIDED BY CLIENT BECOMES INOPERATIVE, HAZARDOUS OR INEFFICIENT TO OPERATE, TRINITY SHALL NOTIFY CLIENT AND HAVE THE RIGHT TO EFFECT REPAIRS OR REPLACEMENTS AT THE EXPENSE OF THE CLIENT, IF THE CLIENT FAILS TO DO SO AFTER A REASONABLE AMOUNT OF TIME AFTER NOTICE OF SAID EQUIPMENT DEFICIENCY. CLIENT SHALL PERMIT TRINITY TO HAVE THE USE OF ALL

SUCH EQUIPMENT AND FACILITIES IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SUBJECT TO THE DUTY TO EXERCISE REASONABLE CARE IN THE USE THEREOF. ALL EQUIPMENT AND ITEMS OF EQUIPMENT FURNISHED BY CLIENT TO TRINITY ARE THE SOLE PROPERTY OF THE CLIENT, AND TRINITY WILL NOT CHANGE, DEFACE, OR REMOVE ANY SYMBOL OR MARK OF IDENTITY FROM SAID EQUIPMENT FURNISHED BY THE CLIENT.

3.3 THE CLIENT WILL BE RESPONSIBLE FOR ALL NECESSARY CLEANING OF WALLS, WINDOWS, AND ELECTRIC LIGHT FIXTURES AND ALL NECESSARY SCRUBBING, MOPPING, AND POLISHING OF FLOORS IN ANY AND ALL DAYROOM AND DINING AREAS, AT NO COST TO TRINITY.

3.4 CLIENT AGREES THAT NO EMPLOYEES OF TRINITY WILL BE HIRED BY CLIENT WITHOUT PERMISSION OF TRINITY FOR A PERIOD OF SIX (6) MONTHS AFTER THE TERMINATION OF THEIR EMPLOYMENT WITH TRINITY. CLIENT SHALL NOT IMPOSE ANY REGULATION ON TRINITY'S EMPLOYEES NOT IMPOSED ON CLIENT'S EMPLOYEES.

3.5 CLIENT SHALL PAY ALL REAL ESTATE TAXES WITH RESPECT TO THE PREMISES, AND CLIENT SHALL PAY ALL PERSONAL PROPERTY TAXES AND SIMILAR TAXES WITH RESPECT TO CLIENT'S EQUIPMENT LOCATED ON THE PREMISES.

SECTION 4 FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5

INDEMNIFICATION INSURANCE

5.1 MUTUAL INDEMNIFICATION. EACH PARTY, TO THE EXTENT, IF ANY, ALLOWED BY LAW, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER FROM ANY AND ALL LOSSES, DAMAGES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CLAIMS OR ACTIONS FOR BODILY INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR OTHER INJURY OR DAMAGE IF CAUSED BY ANY NEGLIGENT, RECKLESS OR INTENTIONAL ACT OR OMISSION OF SUCH PARTY (EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT, RECKLESS OR INTENTIONAL ACT OR OMISSION OF THE OTHER PARTY, ITS EMPLOYEES OR AGENTS). NOTWITHSTANDING THE FOREGOING, TRINITY SHALL NOT BE REQUIRED TO INDEMNIFY CLIENT FOR ANY CLAIM OR ACTION BROUGHT BY AN EMPLOYEE OF TRINITY AGAINST CLIENT.

5.2 NOTIFICATION OF CLAIM. NOTIFICATION OF AN EVENT GIVING RISE TO AN INDEMNIFICATION CLAIM ("NOTICE") MUST (A) BE RECEIVED BY THE INDEMNIFYING PARTY ON OR BY THE EARLIER OF A DATE THIRTY (30) DAYS SUBSEQUENT TO THE DATE WHICH SUCH EVENT WAS OR SHOULD HAVE BEEN DISCOVERED OR NINETY (90) DAYS SUBSEQUENT TO THE EFFECTIVE TERMINATION DATE OF THIS AGREEMENT, AND (B) INCLUDE A BRIEF FACTUAL SUMMARY OF THE DAMAGE AND CAUSE THEREOF. AN INDEMNIFICATION CLAIM IS EXPRESSLY SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE NOTICE PROVISIONS HEREUNDER.

5.3 TRINITY INSURANCE. TRINITY SHALL OBTAIN AND MAINTAIN INSURANCE FOR THE FOLLOWING RISKS IN SUCH AMOUNTS UNDER SUCH POLICIES AS APPROPRIATE: GENERAL LIABILITY (INCLUDING CONTRACT, LIQUOR, PRODUCTS-COMPLETED OPERATIONS, AND BUSINESS AUTOMOBILE COVERAGE); AND, WORKERS' COMPENSATION (INCLUDING EMPLOYERS' LIABILITY COVERAGE).

5.4 CLIENT INSURANCE. CLIENT SHALL OBTAIN AND MAINTAIN INSURANCE FOR THE OPERATION OF THE PREMISES, EQUIPMENT, OFFICES, AND UTILITIES AGAINST RISKS COVERED BY STANDARD FORMS OF FIRE, THEFT, AND EXTENDED COVERAGE IN SUCH AMOUNTS UNDER SUCH POLICIES AS APPROPRIATE.

5.5 CERTIFICATES OF INSURANCE. CERTIFICATES OF INSURANCE FOR SUCH COVERAGE AND NAMING THE CLIENT AS AN ADDITIONAL INSURED WILL BE FURNISHED UPON THIRTY (30) DAYS' PRIOR NOTICE.

SECTION 6

COMMENCEMENT AND TERMINATION

6.1 UNLESS SOONER TERMINATED AS PROVIDED HEREIN, THE TERM OF THIS AGREEMENT SHALL BE FOR ONE YEAR, BEGINNING ON JANUARY 1, 2012 AND ENDING ON SEPTEMBER 30, 2012, WITH ONE-YEAR RENEWAL OPTIONS.

6.2 EITHER PARTY MAY TERMINATE THIS AGREEMENT, FOR ANY REASON, BY PROVIDING NOTICE OF SAID TERMINATION IN WRITING FORTY FIVE (45) DAYS PRIOR TO THE PROPOSED TERMINATION DATE.

6.3 IF EITHER PARTY SHALL REFUSE, FAIL OR BE UNABLE TO PERFORM OR OBSERVE ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT FOR ANY REASON OTHER THAN EXCUSED PERFORMANCE REASONS STATED IN SECTION 8 HEREIN, THE PARTY CLAIMING SUCH FAILURE SHALL GIVE THE OTHER PARTY A WRITTEN NOTICE OF SUCH BREACH. IF, WITHIN SIXTY (60) DAYS FROM SUCH NOTICE THE FAILURE HAS NOT BEEN CORRECTED, THE INJURED PARTY MAY CANCEL THE AGREEMENT EFFECTIVE THIRTY (30) DAYS AFTER THE END OF SAID SIXTY (60) DAY PERIOD.

6.4 UPON THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, TRINITY SHALL, AS SOON THEREAFTER AS IS FEASIBLE, VACATE ALL PARTS OF THE PREMISES OCCUPIED BY TRINITY, WHERE APPLICABLE, REMOVE ITS PROPERTY AND EQUIPMENT, AND RETURN THE PREMISES TO CLIENT, TOGETHER WITH ALL THE EQUIPMENT FURNISHED BY THE CLIENT PURSUANT TO THIS AGREEMENT, IN THE SAME CONDITION AS WHEN ORIGINALLY MADE AVAILABLE TO TRINITY, EXCEPTING REASONABLE WEAR AND TEAR AND FIRE AND OTHER CASUALTY LOSS.

SECTION 7

INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not nor shall they be deemed to be employees of Client and employees of Client are not nor shall they be deemed to be employees of Trinity.

SECTION 8 EXCUSSED PERFORMANCE

In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9 ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 10 ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity Services on the Premises.

SECTION 11 NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the United States mail.

If to Client: Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA. 30114

If to Trinity: Trinity Services Group, Inc.
380 Scarlet Blvd.
Oldsmar, FL. 34677

SECTION 12

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

SECTION 13

EMPLOYMENT STATUS OF CONTRACTOR PERSONNEL

It is the policy of Client that unauthorized workers shall not be employed to perform work on Client contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia, unless Trinity shall provide evidence on Client -provided forms, attached hereto as Exhibits "B" and "C," that it and Trinity's subcontractors have conducted a pre-employment verification of all employees who will perform work on the Client contract by utilizing the applicable federal work authorization program (currently referred to as the Employment Eligibility Verification System ("E-Verify)). The County Manager or his/her designee shall be authorized to conduct an inspection of Trinity's and Trinity's subcontractors' verification process to determine that the verification was correct and complete. Trinity and Trinity'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 Client contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that neither Trinity nor Trinity's subcontractors employ unauthorized workers on Client contracts. By entering into a contract with the Client, Trinity and Trinity's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. In the event that Trinity or Trinity's subcontractors may be found to have employed an unauthorized worker, the County Manager or his/her designee may order Trinity to terminate or require its subcontractor to terminate that worker's employment immediately, to the extent allowed by law. . Trinity shall cooperate with the Client's investigation into the matter (if any)

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CHEROKEE CO. BOARD OF COUNTY COMMISSIONERS

TRINITY SERVICES GROUP, INC.

By: _____
L.B. Ahrens, Chairman

By: Larry G. Vaughn
Larry G. Vaughn, CEO
Trinity Services Group, Inc.

Title: _____

Date: _____

Date: 11-16-11

Attest: [Signature]
Name, Title: VP-Admin

[AFFIX CORPORATE SEAL]

EXHIBIT A

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates' meals served weekly. Client shall pay Trinity the same price per meal for all staff meals served. To the extent Trinity's receipts are less than Trinity costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity' receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. The parties agree that they will review the price per meal charged on each anniversary date of this Agreement, and at that time, if necessary, the parties shall agree to mutually acceptable changes to the price per meal to be charged by Trinity.

II. PAYMENT TERMS

Trinity shall provide the Client a weekly tabulation of meals prepared and invoice monthly, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of receipt of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity' satisfaction, or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or Scope of Services, Client and Trinity shall mutually agree on the appropriate financial arrangements for the requested changes.

SCHEDULE 1
SLIDING SCALE

>4,200		Meals Per Week	\$1.850
4,201	-	6,300 Meals Per Week	\$1.097
6,301	-	8,400 Meals Per Week	\$0.958
8,401	-	10,500 Meals Per Week	\$0.881
10,501	-	12,600 Meals Per Week	\$0.833
12,601	-	14,700 Meals Per Week	\$0.800
14,701	-	16,800 Meals Per Week	\$0.775
16,801	-	18,900 Meals Per Week	\$0.757
18,901	-	21,000 Meals Per Week	\$0.742
>21,001	-	Meals Per Week	\$0.730

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

EXHIBIT "B"

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.

37259

EEV / Basic Pilot Program User Identification Number

Larry G. Vaughn

BY: Authorized Officer or Agent Date
(Contractor Name)

CEO

Title of Authorized Officer or Agent of Contractor

Larry G. Vaughn

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

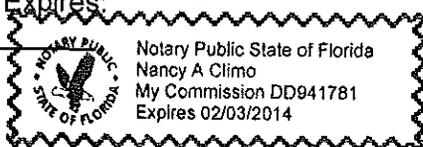
16th DAY OF November, 2011

Nancy A. Climo

Notary Public

My Commission Expires:

2-3-2014



TRINITY SERVICES GROUP INC. MENU WEEK 1

Unit Number: 14074

Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday	
	Meal #1		Meal #4		Meal #7		Meal #10		Meal #13		Meal #16		Meal #19	
B	Grits	1cup	Grits	1cup	Grits	1cup	Oatmeal	1cup	Dry Cereal	1cup	Scrambled Eggs	1/2cup	Oatmeal	1cup
R	Scrambled Eggs	1/2cup	Scrambled Eggs	1/2cup	Scrambled Eggs	1/2cup	Scrambled Eggs	1/2cup	Creamed Beef	1cup	Turkey Sausage	1wz	Scrambled Eggs	1/2cup
E	Sausage Gravy	1cup	Turkey Sausage	1wz	Turkey Bologna with	1/2cup	Turkey Sausage	1wz	Biscuit	1ea.	Pancake-6"	2ea.	Turkey Ham with	1/2cup
A	Biscuit	1ea.	Biscuit	1ea	Potatoes		Biscuit	1ea.	Sugar	2ea.	Syrup	2wz	Potatoes	
K	Sugar	2ea.	Jelly	1wz	Biscuit	1ea.	Jelly	1wz	Coffee	1cup	Sugar	2ea.	Biscuit	1ea.
F	Coffee	1cup	Sugar	2ea.	Jelly	1wz	Sugar	2ea.	Milk 2% w/vit A&D	1cup	Coffee	1cup	Jelly	1wz
A	Beverage w/calcium	1cup	Coffee	1cup	Sugar	2ea.	Coffee	1cup			Beverage w/calcium	1cup	Sugar	2ea.
S			Beverage w/calcium	1cup	Coffee	1cup	Beverage w/calcium	1cup					Coffee	1cup
T					Beverage w/calcium	1cup							Beverage w/calcium	1cup
	Meal #2		Meal #5		Meal #8		Meal #11		Meal #14		Meal #17		Meal #20	
L	Turkey Salami	2wz	Turkey Ham	2wz	Turkey Bologna	2wz	Turkey Salami	2wz	Turkey Ham	2wz	Turkey Bologna	2wz	P-Butter & Jelly	3wz
U	Cheese	1wz	Cheese	1wz	Cheese	1wz	Cheese	1wz	Cheese	1wz	Cheese	1wz	Enriched Bread	4sl.
N	Mayo	1ea.	Mayo	1ea	Mayo	1ea.	Mayo	1ea.	Mayo	1ea.	Mayo	1ea	Cookie	1ea.
C	Mustard	2ea.	Mustard	2ea.	Mustard	2ea.	Mustard	2ea.	Mustard	2ea.	Mustard	2ea.	Beverage w/calcium	1cup
H	Enriched Bread	4sl	Enriched Bread	4sl.	Enriched Bread	4sl	Enriched Bread	4sl	Enriched Bread	4sl	Enriched Bread	4sl		
	Cookie	1ea.	Cookie	1ea	Cookie	1ea.	Cookie	1ea.	Cookie	1ea.	Cookie	1ea		
	Beverage w/calcium	1cup	Beverage w/calcium	1cup	Beverage w/calcium	1cup	Beverage w/calcium	1cup	Beverage w/calcium	1cup	Beverage w/calcium	1cup		
S														
N														
K														
	Meal #3		Meal #6		Meal #9		Meal #12		Meal #15		Meal #18		Meal #21	
D	Braised Beef	3wz	Fried Chicken Patt	3wz	Chilli Macaroni	11/4cup	Chicken Tetrzzini	11/4cup	Hamburger	3wz	Chicken Patty	3wz	Spaghetti Sauce	1/2cup
I	Gravy	2fz	Cooked Dry Beans	1cup	Green Peas	1/2cup	Carrot	1/2cup	Gravy	2wz	Gravy	2wz	Spaghetti	1cup
N	White Rice	1cup	Green Beans	1/2cup	Coleslaw	1/2cup	Cornbread	1ea.	Creamed Potatoes	1cup	Rice Pilaf	1cup	Broccoli	1/2cup
N	Corn	1/2cup	Combread	1ea.	Combread	1ea	Brownie	1ea.	Green Beans	1/2cup	Steamed Cabbage	1/2cup	Cornbread	1sl.
E	Cornbread	1ea.	Yellow Cake	1ea.	Cake	1ea	Margarine w/A&D	3ea	Cornbread	1sl.	Combread	1sl.	Canned Fruit	1/2cup
R	Cookie	1ea.	Margaine w/A&D	3ea	Margarine w/A&D	3ea	Salt and Pepper	2ea	Cake	1sl.	Yellow Cake	1sl.	Margarine w/A&D	3ea
	Margaine w/A&D	3ea	Salt and Pepper	2ea	Salt and Pepper	2ea	Beverage with Vit C	1cup	Margarine wA&D	3ea	Margarine w/A&D	3ea	Salt and Pepper	2ea
	Salt and Pepper	2ea	Beverage with VitC	1cup	Beverage with Vit C	1cup			Salt and Pepper	2ea	Salt and Pepper	2ea	Beverage with Vit C	1cup
	Beverage with VitC	1cup							Beverage with Vit C	1cup	Beverage with Vit C	1cup		
S														
N														
K														

DIETITIAN'S SIGNATURE: _____

CLIENT'S APPROVAL: _____

TRINITY SERVICES GROUP INC. MENU WEEK 2

Unit Number: 14074

Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Meal #22	Meal #25	Meal #28	Meal #31	Meal #34	Meal #37	Meal #40
B	Grits 1cup	Turkey Ham with 1/2cup	Grits 1cup	Turkey Bologna w/ 1/2cup	Grits 1cup	Scrambled Eggs 1/2cup	Oatmeal 1cup
R	Scrambled Eggs 1/2cup	Potatoes	Lyonnais Potatoes 1/2cup	Potatoes	Scrambled Eggs 1/2cup	Sausage Gravy 1cup	Scrambled Eggs 1/2cup
E	Creamed Beef 1cup	Waffle 2ea.	Turkey Sausage 1wz	Pancake-6" 2ea.	Creamed Beef 1cup	Biscuit 1ea.	Turkey Sausage 1wz
A	Biscuit 1ea.	Syrup 2wz	Biscuit 1ea.	Syrup 2z	Biscuit 1ea.	Sugar 2ea.	Biscuit 1ea.
K	Sugar 2ea.	Sugar 2ea.	Jelly 1wz	Sugar 2ea.	Sugar 2ea.	Coffee 1cup	Jelly 1wz
F	Coffee 1cup	Coffee 1cup	Sugar 2ea.	Coffee 1cup	Coffee 1cup	Beverage w/calcium 1cup	Sugar 2ea.
A	Beverage w/calcium 1cup	Milk 2% with A&D 1cup	Coffee 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Coffee 1cup
S			Beverage w/calcium 1cup				Beverage w/calcium 1cup
T							
	Meal #23	Meal #26	Meal #29	Meal #32	Meal #35	Meal #38	Meal #41
L	Turkey Salami 2wz	Turkey Ham 2wz	Turkey Bologna 2wz	P-Butter & Jelly 3wz	Turkey Bologna 2wz	Turkey Ham 2wz	Turkey Salami 2wz
U	Cheese 1wz	Cheese 1wz	Cheese 1wz	Enriched Bread 4sl	Cheese 1wz	Cheese 1wz	Cheese 1wz
N	Mayo 1ea.	Mayo 1ea.	Mayo 1ea.	Cookie 1ea.	Mayo 1ea.	Mayo 1ea.	Mayo 1ea.
C	Mustard 2ea.	Mustard 2ea.	Mustard 2ea.	Beverage w/calcium 1cup	Mustard 2ea.	Mustard 2ea.	Mustard 2ea.
H	Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl		Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl
	Cookie 1ea.	Cookie 1ea.	Cookie 1ea.		Cookie 1ea.	Cookie 1ea.	Cookie 1ea.
	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup
S							
N							
K							
	Meal #24	Meal #27	Meal #30	Meal #33	Meal #36	Meal #39	Meal #42
D	Hamburger 3wz	Turkey ala King 1cup	Fish Patty 3wz	Salisbury Steak 3wz	Chili w/Beans 4wz	Hot Dogs 2ea.	Beef Stew 1cup
I	Pasta Salad 1cup	Rice 1cup	Tartar 1ea	Brown Gravy 2wz	Rice 1cup	Ketchup/Mustard 2ea.	Rice 1cup
N	Carrot 1/2cup	Green Beans 1/2cup	Mac & Cheese 1cup	Cooked Dry Beans 1cup	Spanish Rice 1/2cup	Baked Beans 1cup	Carrots 1/2cup
N	Enriched Bread 2sl	Cornbread 1sl.	Coleslaw 1/2cup	Collard Greens 1/2cup	Mixed Vegetable 1/2cup	Coleslaw 1/2cup	Cornbread 1ea
E	Cake 1sl.	Cookie 1ea	Cornbread 1sl.	Cornbread 1ea.	Cornbread 1sl.	Enriched Bread 2sl	Cake 1ea
R	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Cake 1sl.	Cake 1ea.	Cake 1sl.	Brownie 1ea	Margarine w/A&D 3ea
	Salt and Pepper 2ea	Salt and Pepper 2ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Salt and Pepper 2ea
	Beverage with Vit C 1cup	Beverage with Vit C 1cup	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea	Beverage w/Vit C 1cup
			Beverage with Vit C 1cup	Beverage with Vit C 1cup	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	
S							
N							
K							

DIETITIAN'S SIGNATURE: _____

CLIENT'S APPROVAL: _____

TRINITY SERVICES GROUP INC. MENU WEEK 3

Unit Number: 14074

Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Meal #43	Meal #46	Meal #49	Meal #52	Meal #55	Meal #58	Meal #61
B	Grits 1cup	Grits 1cup	Oatmeal 1cup	Oatmeal 1cup	Cereal 1cup	Grits 1cup	Oatmeal 1cup
R	Scrambled Eggs 1/2cup	Potatoes O'Brien 1/2cup	Scrambled Eggs 1/2cup	Scrambled Eggs 1/2cup	Bologna 2wz	Scrambled Eggs 1/2cup	Turkey-Bologna with 1cup
E	Creamed Beef 1cup	Turkey Sausage 1wz	Turkey Sausage 1wz	Sausage Gravy 1cup	Biscuit 1ea	Creamed Beef 1cup	Potatoes
A	Biscuit 1ea	Biscuit 1ea	Biscuit 1ea	Biscuit 1ea	Jelly 1wz	Biscuit 1ea	Biscuit 1ea
K	Sugar 2ea	Jelly 1wz	Jelly 1wz	Sugar 2ea	Sugar 2ea	Sugar 2ea	Jelly 1wz
F	Coffee 1cup	Sugar 2ea	Sugar 2ea	Coffee 1cup	Coffee 1cup	Coffee 1cup	Sugar 2ea
A	Beverage w/calcium 1cup	Coffee 1cup	Coffee 1cup	Beverage w/calcium 1cup	Milk-2% with A&D 1cup	Beverage w/calcium 1cup	Coffee 1cup
S		Beverage w/calcium 1cup	Beverage w/calcium 1cup				Beverage w/calcium 1cup
T							
	Meal #44	Meal #47	Meal #50	Meal #53	Meal #56	Meal #59	Meal #62
L	Turkey Bologna 2wz	Turkey Ham 2wz	P-Butter & Jelly 3wz	Turkey Ham 2wz	Turkey Bologna 2wz	Turkey Salami 2wz	Turkey Ham 2wz
U	Cheese 1wz	Cheese 1wz	Enriched Bread 4sl	Cheese 1wz	Cheese 1wz	Cheese 1wz	Cheese 1wz
N	Mayo 1ea	Mayo 1ea	Cookie 1ea	Mayo 1ea	Mayo 1ea	Mayo 1ea	Mayo 1ea
C	Mustard 2ea	Mustard 2ea	Bevergae w/calcium 1cup	Mustard 2ea	Mustard 2ea	Mustard 2ea	Mustard 2ea
H	Enriched Bread 4sl	Enriched Bread 4sl		Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl
	Cookie 1ea	Cookie 1ea		Cookie 1ea	Cookie 1ea	Cookie 1ea	Cookie 1ea
	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup
S							
N							
K							
	Meal #45	Meal #48	Meal #51	Meal #54	Meal #57	Meal #60	Meal #63
D	Turkey ala King 1cup	Chicken Patty 3wz	Beef Fried Steak 3wz	Chicken w/ 4wz	BBQ Beef 4wz	Chicken Pot Pie 1cup	Chicken Patty 3wz
I	Rice 1cup	Cooked Dry Beans 1cup	Gravy 2wz	Broccoli Casserole 4wz	Yellow Rice 1cup	over Biscuit 1ea	Oven-Brown Pots. 1cup
N	Green Beans 1/2cup	Mixed Vegetables 1/2cup	Mashed Potatoes 1cup	Rice 1cup	Corn 1/2cup	Str Cabbage 1/2cup	Peas 1/2cup
E	Cornbread 1sl	Combread 1ea	Carrots 1/2cup	California Mixed Veg 1/2cup	Combread 1ea	Cake 1ea	Combread 1ea
N	Cake 1sl	Cake 1ea	Cornbread 1ea	Biscuit 1ea	Cake 1ea	Margarine w/A&D 3ea	Chocolate Cake 1ea
R	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Spice Cake 1ea	Cake 1ea	Margarine w/A&D 3ea	Salt and Pepper 2ea	Margarine w/A&D 3ea
	Salt and Pepper 2ea	Salt and Pepper 2ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Salt and Pepper 2ea	Beverage w/Vit C 1cup	Salt and Pepper 2ea
	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	Salt and Pepper 2ea	Salt and Pepper 2ea	Bevergae w/Vit C 1cup		Beverage w/Vit C 1cup
			Beverage w/Vit C 1cup	Beverage w/Vit C 1cup			
S							
N							
K							

DIETITIAN'S SIGNATURE: _____

CLIENT'S APPROVAL: _____

TRINITY SERVICES GROUP INC. MENU WEEK 4

Unit Number: 14074

Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Meal #64	Meal #67	Meal #70	Meal #73	Meal #76	Meal #79	Meal #82
B	Grits 1cup	Grits 1cup	Oatmeal 1cup	Cereal 1cup	Oatmeal 1cup	Grits 1cup	Oatmeal 1cup
R	Turkey Bologna 1/2cup	Potatoes O'Brien 1/2cup	Scrambled Eggs 1/2cup	Bologna 2wz	Scrambled Eggs 1/2cup	Scrambled Eggs 1/2cup	Scrambled Eggs 1/2cup
E	with Potatoes	Turkey Sausage 1wz	Turkey sausage 1wz	Biscuit 1ea	Sausage Gravy 1cup	Creamed Beef 1cup	Turkey Bologna with 1/2cup
A	Waffle 2ea	Biscuit 1ea	Biscuit 1ea	Jelly 1wz	Biscuit 1ea	Biscuit 1ea	Potatoes
K	Syrup 2wz	Jelly 1wz	Jelly 1wz	Sugar 2ea	Sugar 2ea	Sugar 2ea	Biscuit 1ea
F	Sugar 2ea	Sugar 2ea	Sugar 2ea	Coffee 1cup	Coffee 1cup	Coffee 1cup	Jelly 1wz
A	Coffee 1cup	Coffee 1cup	Coffee 1cup	Milk 2% w/Vit A&D 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Suagr 2ea
S	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup				Coffee 1cup
T							Beverage w/calcium 1cup
	Meal #65	Meal #68	Meal #71	Meal #80	Meal #77	Meal #74	Meal #83
L	Turkey Salami 2wz	Turkey Ham 2wz	P-Butter & Jelly 3wz	Turkey Bologna 2wz	Turkey Ham 2wz	Turkey Bologna 2wz	P-Butter & Jelly 3wz
U	Cheese 1wz	Cheese 1z	Enriched Bread 4sl	Cheese 1wz	Cheese 1wz	Cheese 1wz	Enriched Bread 4sl
N	Mayo 1ea	Mayo 1ea	Cookie 1ea	Mayo 1ea	Mayo 1ea	Mayo 1ea	Cookie 1ea
C	Mustard 2ea	Mustard 2ea	Beverage w/calcium 1cup	Mustard 2ea	Mustard 2ea	Mustard 2ea	Beverage w/calcium 1cup
H	Enriched Bread 4sl	Enriched Bread 4sl		Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl	
	Cookie 1ea	Cookie 1ea		Cookie 1ea	Cookie 1ea	Cookie 1ea	
	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup	
S							
N							
K							
	Meal #66	Meal #69	Meal #72	Meal #75	Meal #78	Meal #81	Meal #84
D	Chicken Pot Pie 1cup	Beef Strganoff 1cup	Salisbury Steak 4wz	Chicken Patty 3wz	Smoked Sausage 3wz	Turkey ala King 1cup	Turkey Ham 3wz
I	over Biscuit 1ea	White Rice 1cup	Pasta Salad 1cup	Gravy 2wz	Oven Brown Potatoes 1cup	Rice 1cup	Rice 1cup
N	Green Beans 1/2cup	Cabbage 1/2cup	Green Peas 1/2cup	Rice 1cup	Carrots 1/2cup	Mexican Corn 1/2cup	Cabbage 1/2cup
N	Cake 1ea	Cornbread 1sl	Cornbread 1sl	Broccoli 1/2cup	Cornbread 1ea	Cornbread 1ea	Cornbread 1ea
E	Margarine w/A&D 3ea	Cookie 1ea	Cake 1sl	Cornbread 1ea	Cake 1sl	Cake 1sl	Cake 1sl
R	Salt and Pepper 2ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Yellow Cake 1sl	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea
	Beverage w/Vit C 1cup	Salt and Pepper 2ea	Salt and Pepper 2ea	Margarine w/A&D 3ea	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea
		Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	Salt and Pepper 2ea	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup
				Beverage w/Vit C 1cup			
S							
N							
K							

DIETITIAN'S SIGNATURE: _____

CLIENT'S APPROVAL: _____

TRINITY SERVICES GROUP, INC.

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011 by and between CHEROKEE COUNTY, GA. BOARD OF COUNTY COMMISSIONERS, with principal offices located at 1130 Bluffs Parkway, Canton, GA. 30114 ("Client"), and TRINITY SERVICES GROUP INC., a Florida corporation, principal offices located at 380 Scarlet Blvd., Oldsmar, Florida 34677 ("Trinity").

WITNESSETH:

WHEREAS, Client desires to avail itself of Trinity food services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the following described premises: Cherokee County Adult Detention Center, 498 Chattin Drive, Canton, Georgia (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates and staff and other persons at such Premises, food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such manual food service hereinafter referred to as "Services").

TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and at such other locations as shall be agreed upon by the parties, keep its Services adequately staffed and supplied with appropriate merchandise of good quality at agreed prices.

2.2 Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity equipment or merchandise related to the performance of this Agreement, as well as all Federal, state, and local taxes assessed in connection with the the performance of this Agreement. Trinity also agrees to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits within the Premises kitchen in a prominent place as required by law. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business and not to Client. Trinity agrees to comply with applicable Federal, state and local laws and regulations pertaining to employment, including regulations regarding wages and hours of employment.

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examination as any proper city, county, state, or Federal authority may require in connection with their employment and security background screening as permitted by law to include criminal

background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity agrees that no employees of the Client will be hired by Trinity without permission of the Client for a period of six (6) months after the termination of their employment with Client. Trinity, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of Federal, state or local law. Trinity shall be solely responsible for all employment withholding, social security and other taxes on the wages of its employees, and hereby indemnifies client from any liability for such obligation.

2.4 Trinity shall perform all necessary cleaning of the food service equipment, preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made, and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Trinity' business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained.

2.6 Trinity agrees that Trinity's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment where such repair and/or replacement is made necessary by its employees' negligent, reckless or intentional acts. Trinity will also bear the cost of replacements to smallwares, trays, cups and spoons. This does not include the repair or maintenance for normal equipment wear and tear, and other responsibilities of the Client as defined in Section 3.

2.8 Trinity agrees to provide and be responsible for a clearly identifiable uniform for all personnel that will be working at the Premises . Uniforms will be any color except white or brown.

SECTION 3 CLIENT'S RESPONSIBILITIES

3.1 CLIENT SHALL, WITHOUT COST TO TRINITY, PROVIDE TRINITY WITH THE NECESSARY SPACE FOR THE OPERATION OF SAID SERVICES, AND SHALL FURNISH, WITHOUT COST TO TRINITY, ALL UTILITIES AND FACILITIES REASONABLE AND NECESSARY FOR THE EFFICIENT PERFORMANCE OF THIS AGREEMENT BY TRINITY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: HEAT, HOT AND COLD WATER, STEAM (I.E. ADEQUATE UTILITIES TO PREPARE HOT AND COLD FOODS), GAS, LIGHTS AND ELECTRIC CURRENT, GARBAGE REMOVAL SERVICES, EXTERMINATOR SERVICES, SEWAGE DISPOSAL SERVICES, AND OFFICE SPACE.

3.2 CLIENT SHALL, AT ITS OWN COST AND EXPENSE, PROVIDE ALL FOOD EQUIPMENT, FACILITIES AND FLOOR SPACE, AS MUTUALLY AGREED IS NECESSARY FOR THE EFFICIENT PROVISION OF TRINITY SERVICES HEREUNDER. THE CLIENT WILL MAINTAIN, REPAIR, AND REPLACE SAID EQUIPMENT AND FACILITIES AT ITS OWN EXPENSE. NOTWITHSTANDING THE FOREGOING, IF EQUIPMENT PROVIDED BY CLIENT BECOMES INOPERATIVE, HAZARDOUS OR INEFFICIENT TO OPERATE, TRINITY SHALL NOTIFY CLIENT AND HAVE THE RIGHT TO EFFECT REPAIRS OR REPLACEMENTS AT THE EXPENSE OF THE CLIENT, IF THE CLIENT FAILS TO DO SO AFTER A REASONABLE AMOUNT OF TIME AFTER NOTICE OF SAID EQUIPMENT DEFICIENCY. CLIENT SHALL PERMIT TRINITY TO HAVE THE USE OF ALL

SUCH EQUIPMENT AND FACILITIES IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SUBJECT TO THE DUTY TO EXERCISE REASONABLE CARE IN THE USE THEREOF. ALL EQUIPMENT AND ITEMS OF EQUIPMENT FURNISHED BY CLIENT TO TRINITY ARE THE SOLE PROPERTY OF THE CLIENT, AND TRINITY WILL NOT CHANGE, DEFACE, OR REMOVE ANY SYMBOL OR MARK OF IDENTITY FROM SAID EQUIPMENT FURNISHED BY THE CLIENT.

3.3 THE CLIENT WILL BE RESPONSIBLE FOR ALL NECESSARY CLEANING OF WALLS, WINDOWS, AND ELECTRIC LIGHT FIXTURES AND ALL NECESSARY SCRUBBING, MOPPING, AND POLISHING OF FLOORS IN ANY AND ALL DAYROOM AND DINING AREAS, AT NO COST TO TRINITY.

3.4 CLIENT AGREES THAT NO EMPLOYEES OF TRINITY WILL BE HIRED BY CLIENT WITHOUT PERMISSION OF TRINITY FOR A PERIOD OF SIX (6) MONTHS AFTER THE TERMINATION OF THEIR EMPLOYMENT WITH TRINITY. CLIENT SHALL NOT IMPOSE ANY REGULATION ON TRINITY'S EMPLOYEES NOT IMPOSED ON CLIENT'S EMPLOYEES.

3.5 CLIENT SHALL PAY ALL REAL ESTATE TAXES WITH RESPECT TO THE PREMISES, AND CLIENT SHALL PAY ALL PERSONAL PROPERTY TAXES AND SIMILAR TAXES WITH RESPECT TO CLIENT'S EQUIPMENT LOCATED ON THE PREMISES.

SECTION 4 FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5

INDEMNIFICATION INSURANCE

5.1 MUTUAL INDEMNIFICATION. EACH PARTY, TO THE EXTENT, IF ANY, ALLOWED BY LAW, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER FROM ANY AND ALL LOSSES, DAMAGES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CLAIMS OR ACTIONS FOR BODILY INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR OTHER INJURY OR DAMAGE IF CAUSED BY ANY NEGLIGENT, RECKLESS OR INTENTIONAL ACT OR OMISSION OF SUCH PARTY (EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT, RECKLESS OR INTENTIONAL ACT OR OMISSION OF THE OTHER PARTY, ITS EMPLOYEES OR AGENTS). NOTWITHSTANDING THE FOREGOING, TRINITY SHALL NOT BE REQUIRED TO INDEMNIFY CLIENT FOR ANY CLAIM OR ACTION BROUGHT BY AN EMPLOYEE OF TRINITY AGAINST CLIENT.

5.2 NOTIFICATION OF CLAIM. NOTIFICATION OF AN EVENT GIVING RISE TO AN INDEMNIFICATION CLAIM ("NOTICE") MUST (A) BE RECEIVED BY THE INDEMNIFYING PARTY ON OR BY THE EARLIER OF A DATE THIRTY (30) DAYS SUBSEQUENT TO THE DATE WHICH SUCH EVENT WAS OR SHOULD HAVE BEEN DISCOVERED OR NINETY (90) DAYS SUBSEQUENT TO THE EFFECTIVE TERMINATION DATE OF THIS AGREEMENT, AND (B) INCLUDE A BRIEF FACTUAL SUMMARY OF THE DAMAGE AND CAUSE THEREOF. AN INDEMNIFICATION CLAIM IS EXPRESSLY SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE NOTICE PROVISIONS HEREUNDER.

5.3 TRINITY INSURANCE. TRINITY SHALL OBTAIN AND MAINTAIN INSURANCE FOR THE FOLLOWING RISKS IN SUCH AMOUNTS UNDER SUCH POLICIES AS APPROPRIATE: GENERAL LIABILITY (INCLUDING CONTRACT, LIQUOR, PRODUCTS-COMPLETED OPERATIONS, AND BUSINESS AUTOMOBILE COVERAGE); AND, WORKERS' COMPENSATION (INCLUDING EMPLOYERS' LIABILITY COVERAGE).

5.4 CLIENT INSURANCE. CLIENT SHALL OBTAIN AND MAINTAIN INSURANCE FOR THE OPERATION OF THE PREMISES, EQUIPMENT, OFFICES, AND UTILITIES AGAINST RISKS COVERED BY STANDARD FORMS OF FIRE, THEFT, AND EXTENDED COVERAGE IN SUCH AMOUNTS UNDER SUCH POLICIES AS APPROPRIATE.

5.5 CERTIFICATES OF INSURANCE. CERTIFICATES OF INSURANCE FOR SUCH COVERAGE AND NAMING THE CLIENT AS AN ADDITIONAL INSURED WILL BE FURNISHED UPON THIRTY (30) DAYS' PRIOR NOTICE.

SECTION 6

COMMENCEMENT AND TERMINATION

6.1 UNLESS SOONER TERMINATED AS PROVIDED HEREIN, THE TERM OF THIS AGREEMENT SHALL BE FOR ONE YEAR, BEGINNING ON JANUARY 1, 2012 AND ENDING ON SEPTEMBER 30, 2012, WITH ONE-YEAR RENEWAL OPTIONS.

6.2 EITHER PARTY MAY TERMINATE THIS AGREEMENT, FOR ANY REASON, BY PROVIDING NOTICE OF SAID TERMINATION IN WRITING FORTY FIVE (45) DAYS PRIOR TO THE PROPOSED TERMINATION DATE.

6.3 IF EITHER PARTY SHALL REFUSE, FAIL OR BE UNABLE TO PERFORM OR OBSERVE ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT FOR ANY REASON OTHER THAN EXCUSED PERFORMANCE REASONS STATED IN SECTION 8 HEREIN, THE PARTY CLAIMING SUCH FAILURE SHALL GIVE THE OTHER PARTY A WRITTEN NOTICE OF SUCH BREACH. IF, WITHIN SIXTY (60) DAYS FROM SUCH NOTICE THE FAILURE HAS NOT BEEN CORRECTED, THE INJURED PARTY MAY CANCEL THE AGREEMENT EFFECTIVE THIRTY (30) DAYS AFTER THE END OF SAID SIXTY (60) DAY PERIOD.

6.4 UPON THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, TRINITY SHALL, AS SOON THEREAFTER AS IS FEASIBLE, VACATE ALL PARTS OF THE PREMISES OCCUPIED BY TRINITY, WHERE APPLICABLE, REMOVE ITS PROPERTY AND EQUIPMENT, AND RETURN THE PREMISES TO CLIENT, TOGETHER WITH ALL THE EQUIPMENT FURNISHED BY THE CLIENT PURSUANT TO THIS AGREEMENT, IN THE SAME CONDITION AS WHEN ORIGINALLY MADE AVAILABLE TO TRINITY, EXCEPTING REASONABLE WEAR AND TEAR AND FIRE AND OTHER CASUALTY LOSS.

SECTION 7

INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not nor shall they be deemed to be employees of Client and employees of Client are not nor shall they be deemed to be employees of Trinity.

SECTION 8 EXCUSED PERFORMANCE

In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9 ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 10 ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity Services on the Premises.

SECTION 11 NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the United States mail.

If to Client: Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA. 30114

If to Trinity: Trinity Services Group, Inc.
380 Scarlet Blvd.
Oldsmar, FL. 34677

SECTION 12

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

SECTION 13 EMPLOYMENT STATUS OF CONTRACTOR PERSONNEL

It is the policy of Client that unauthorized workers shall not be employed to perform work on Client contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia, unless Trinity shall provide evidence on Client -provided forms, attached hereto as Exhibits "B" and "C," that it and Trinity's subcontractors have conducted a pre-employment verification of all employees who will perform work on the Client contract by utilizing the applicable federal work authorization program (currently referred to as the Employment Eligibility Verification System ("E-Verify)). The County Manager or his/her designee shall be authorized to conduct an inspection of Trinity's and Trinity's subcontractors' verification process to determine that the verification was correct and complete. Trinity and Trinity'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 Client contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that neither Trinity nor Trinity's subcontractors employ unauthorized workers on Client contracts. By entering into a contract with the Client, Trinity and Trinity's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. In the event that Trinity or Trinity's subcontractors may be found to have employed an unauthorized worker, the County Manager or his/her designee may order Trinity to terminate or require its subcontractor to terminate that worker's employment immediately, to the extent allowed by law. Trinity shall cooperate with the Client's investigation into the matter (if any)

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CHEROKEE CO. BOARD OF COUNTY COMMISSIONERS

TRINITY SERVICES GROUP, INC.

By: _____
L.B. Ahrens, Chairman

By: Larry G. Vaughn
Larry G. Vaughn, CEO
Trinity Services Group, Inc.

Title: _____

Date: _____

Date: 11-16-11

Attest: Myra A. Allen
Name, Title: JP Admin

[AFFIX CORPORATE SEAL]

EXHIBIT A

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates' meals served weekly. Client shall pay Trinity the same price per meal for all staff meals served. To the extent Trinity's receipts are less than Trinity costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. The parties agree that they will review the price per meal charged on each anniversary date of this Agreement, and at that time, if necessary, the parties shall agree to mutually acceptable changes to the price per meal to be charged by Trinity.

II. PAYMENT TERMS

Trinity shall provide the Client a weekly tabulation of meals prepared and invoice monthly, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of receipt of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction, or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or Scope of Services, Client and Trinity shall mutually agree on the appropriate financial arrangements for the requested changes.

SCHEDULE 1
SLIDING SCALE

>4,200		Meals Per Week	\$1.850
4,201	-	6,300 Meals Per Week	\$1.097
6,301	-	8,400 Meals Per Week	\$0.958
8,401	-	10,500 Meals Per Week	\$0.881
10,501	-	12,600 Meals Per Week	\$0.833
12,601	-	14,700 Meals Per Week	\$0.800
14,701	-	16,800 Meals Per Week	\$0.775
16,801	-	18,900 Meals Per Week	\$0.757
18,901	-	21,000 Meals Per Week	\$0.742
>21,001	-	Meals Per Week	\$0.730

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

EXHIBIT "B"

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.

37259

EEV / Basic Pilot Program User Identification Number

Larry G. Vaughn

BY: Authorized Officer or Agent Date

(Contractor Name)

CEO

Title of Authorized Officer or Agent of Contractor

Larry G. Vaughn

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

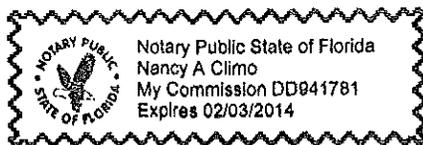
BEFORE ME ON THIS THE

16th DAY OF NOVEMBER, 2011

Nancy A. Climo

Notary Public

My Commission Expires: 2-3-2014



TRINITY SERVICES GROUP INC. MENU WEEK 2

Unit Number: 14074

Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Meal #22	Meal #25	Meal #28	Meal #31	Meal #34	Meal #37	Meal #40
B	Grits 1cup	Turkey Ham with 1/2cup	Grits 1cup	Turkey Bologna w/ 1/2cup	Grits 1cup	Scrambled Eggs 1/2cup	Oatmeal 1cup
R	Scrambled Eggs 1/2cup	Potatoes	Lyonnais Potatoes 1/2cup	Potatoes	Srambled Eggs 1/2cup	Sausage Gravy 1cup	Scrambled Eggs 1/2cup
E	Creamed Beef 1cup	Waffle 2ea.	Turkey Sausage 1wz	Pancake-6" 2ea.	Creamed Beef 1cup	Biscuit 1ea.	Turkey Sausage 1wz
A	Biscuit 1ea.	Syrup 2wz	Biscuit 1ea.	Syrup 2fz	Biscuit 1ea.	Sugar 2ea.	Biscuit 1ea.
K	Sugar 2ea.	Sugar 2ea.	Jelly 1wz	Sugar 2ea.	Sugar 2ea.	Coffee 1cup	Jelly 1wz
F	Coffee 1cup	Coffee 1cup	Sugar 2ea.	Coffee 1cup	Coffee 1cup	Beverage w/Calcium 1cup	Sugar 2ea.
A	Beverage w/calcium 1cup	Milk 2% with A&D 1cup	Coffee 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Coffee 1cup
S			Beverage w/calcium 1cup				Beverage w/calcium 1cup
T							
	Meal #23	Meal #26	Meal #29	Meal #32	Meal #35	Meal #38	Meal #41
L	Turkey Salami 2wz	Turkey Ham 2wz	Turkey Bologna 2wz	P-Butter & Jelly 3wz	Turkey Bologna 2wz	Turkey Ham 2wz	Turkey Salami 2wz
U	Cheese 1wz	Cheese 1wz	Cheese 1wz	Enriched Bread 4sl	Cheese 1wz	Cheese 1wz	Cheese 1wz
N	Mayo 1ea.	Mayo 1ea.	Mayo 1ea.	Cookie 1ea.	Mayo 1ea.	Mayo 1ea.	Mayo 1ea.
C	Mustard 2ea.	Mustard 2ea.	Mustard 2ea.	Beverage w/calcium 1cup	Mustard 2ea.	Mustard 2ea.	Mustard 2ea.
H	Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl		Enriched Bread 4sl	Enriched Bread 4sl.	Enriched Bread 4sl
	Cookie 1ea.	Cookie 1ea.	Cookie 1ea.		Cookie 1ea.	Cookie 1ea.	Cookie 1ea.
	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Beverage w/calcium 1cup	Bevergae w/calcium 1cup	Beverage w/calcium 1cup
S							
N							
K							
	Meal #24	Meal #27	Meal #30	Meal #33	Meal #36	Meal #39	Meal #42
D	Hamburger 3wz	Turkey ala King 1cup	Fish Patty 3wz	Salisbury Steak 3wz	Chili w/Beans 4wz	Hot Dogs 2ea.	Beef Stew 1cup
I	Pasta Salad 1cup	Rice 1cup	Tartar 1ea	Brown Gravy 2wz	Rice 1cup	Ketchup/Mustard 2ea.	Rice 1cup
N	Carrot 1/2cup	Green Beans 1/2cup	Mac & Cheese 1cup	Cooked Dry Beans 1cup	Spanish Rice 1/2cup	Baked Beans 1cup	Carrots 1/2cup
N	Enriched Bread 2sl	Cornbread 1sl.	Coleslaw 1/2cup	Collard Greens 1/2cup	Mixed Vegetable 1/2cup	Coleslaw 1/2cup	Cornbread 1ea
E	Cake 1sl.	Cookie 1ea.	Cornbread 1sl.	Cornbread 1ea.	Cornbread 1sl.	Enriched Bread 2sl	Cake 1ea
R	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Cake 1sl.	Cake 1ea.	Cake 1sl.	Brownie 1ea	Margarine w/A&D 3ea
	Salt and Pepper 2ea	Salt and Pepper 2ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Salt and Pepper 2ea
	Beverage with Vit C 1cup	Beverage with Vit C 1cup	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea.	Beverage w/Vit C 1cup
			Beverage with Vit C 1cup	Beverage with Vit C 1cup	Beverage w/Vit C 1cup	Beverage w/ Vit C 1cup	
S							
N							
K							

DIETITIAN'S SIGNATURE: _____ CLIENT'S APPROVAL: _____

TRINITY SERVICES GROUP INC. MENU WEEK 4

Unit Number: 14074

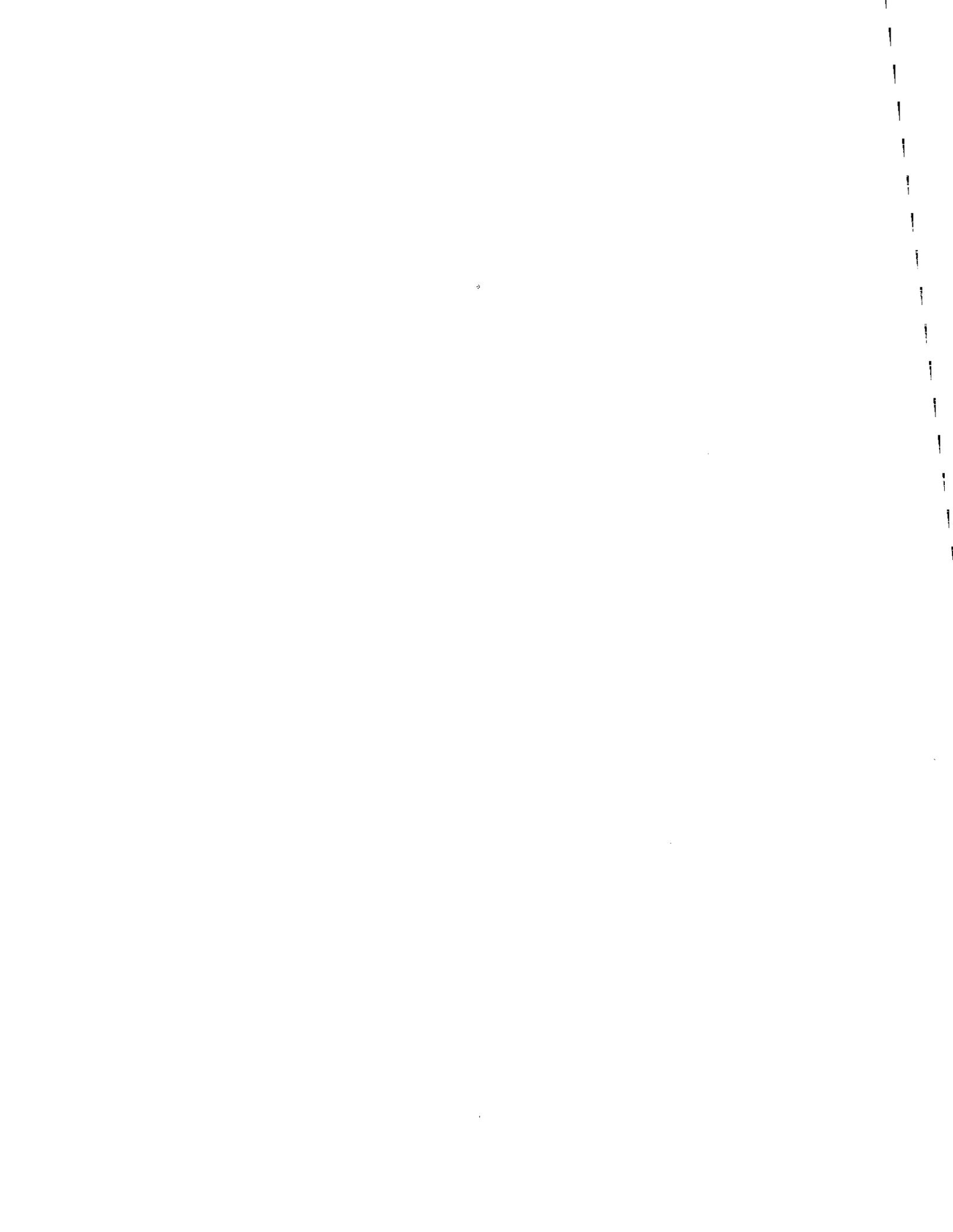
Unit Name: Cherokee County

Manager: Patricia Veasley

	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Meal #64	Meal #67	Meal #70	Meal #73	Meal #76	Meal #79	Meal #82
B	Grits 1cup	Grits 1cup	Oatmeal 1cup	Cereal 1cup	Oatmeal 1cup	Grits 1cup	Oatmeal 1cup
R	Turkey Bologna 1/2cup	Potatoes O'Brien 1/2cup	Srumbled Eggs 1/2cup	Bologna 2wz	Scrambled Eggs 1/2cup	Scrambled Eggs 1/2cup	Srumbled Eggs 1/2cup
E	with Potatoes	Turkey Sausage 1wz	Turkey sausage 1wz	Biscuit 1ea	Sausage Gravy 1cup	Creamed Beef 1cup	Turkey Bologna with 1/2cup
A	Waffle 2ea	Biscuit 1ea	Biscuit 1ea	Jelly 1wz	Biscuit 1ea	Biscuit 1ea	Potatoes
K	Syrup 2wz	Jelly 1wz	Jelly 1wz	Sugar 2ea	Sugar 2ea	Sugar 2ea	Biscuit 1ea
F	Sugar 2ea	Sugar 2ea	Sugar 2ea	Coffee 1cup	Coffee 1cup	Coffee 1cup	Jelly 1wz
A	Coffee 1cup	Coffee 1cup	Coffee 1cup	Milk 2% w/Vit A&D 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Suagr 2ea
S	Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup				Coffee 1cup
T							Beverage w/calcium 1cup
	Meal #65	Meal #68	Meal #71	Meal #80	Meal #77	Meal #74	Meal #83
L	Turkey Salami 2wz	Turkey Ham 2wz	P-Butter & Jelly 3wz	Turkey Bologna 2wz	Turkey Ham 2wz	Turkey Bologna 2wz	P-Butter & Jelly 3wz
U	Cheese 1wz	Cheese 1z	Enriched Bread 4sl	Cheese 1wz	Cheese 1wz	Cheese 1wz	Enriched Bread 4sl
N	Mayo 1ea	Mayo 1ea	Cookie 1ea	Mayo 1ea	Mayo 1ea	Mayo 1ea	Cookie 1ea
C	Mustard 2ea	Mustard 2ea	Beverage w/calcium 1cup	Mustard 2ea	Mustard 2ea	Mustard 2ea	Beverage w/calcium 1cup
H	Enriched Bread 4sl	Enriched Bread 4sl		Enriched Bread 4sl	Enriched Bread 4sl	Enriched Bread 4sl	
	Cookie 1ea	Cookie 1ea		Cookie 1ea	Cookie 1ea	Cookie 1ea	
	Beverage w/calcium 1cup	Beverage w/calcium 1cup		Beverage w/calcium 1cup	Beverage w/calcium 1cup	Beverage w/calcium 1cup	
S							
N							
K							
	Meal #66	Meal #69	Meal #72	Meal #75	Meal #78	Meal #81	Meal #84
D	Chicken Pot Pie 1cup	Beef Strganoff 1cup	Salisbury Steak 4wz	Chicken Patty 3wz	Smoked Sausage 3wz	Turkey ala King 1cup	Turkey Ham 3wz
I	over Biscuit 1ea	White Rice 1cup	Pasta Salad 1cup	Gravy 2wz	Oven Brown Potatoes 1cup	Rice 1cup	Rice 1cup
N	Green Beans 1/2cup	Cabbage 1/2cup	Green Peas 1/2cup	Rice 1cup	Carrots 1/2cup	Mexican Corn 1/2cup	Cabbage 1/2cup
N	Cake 1ea	Corbread 1sl	Corbread 1sl	Broccoli 1/2cup	Corbread 1ea	Corbread 1ea	Corbread 1ea
E	Margarine w/A&D 3ea	Cookie 1ea	Cake 1sl	Corbread 1ea	Cake 1sl	Cake 1sl	Cake 1sl
R	Salt and Pepper 2ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Yellow Cake 1sl	Margarine w/A&D 3ea	Margarine w/A&D 3ea	Margarine w/A&D 3ea
	Beverage w/Vit C 1cup	Salt and Pepper 2ea	Salt and Pepper 2ea	Margarine w/A&D 3ea	Salt and Pepper 2ea	Salt and Pepper 2ea	Salt and Pepper 2ea
		Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	Salt and Pepper 2ea	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup	Beverage w/Vit C 1cup
				Beverage w/Vit C 1cup			
S							
N							
K							

DIETITIAN'S SIGNATURE: _____

CLIENT'S APPROVAL: _____



1.6

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Juvenile Court Construction Project MEETING DATE: December 6, 2011
SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider increase to Juvenile Court Construction Project by \$50,000 to pay for furniture, fixtures and construction of two (2) additional conference rooms.

FACTS AND ISSUES:

The current construction contract for the Juvenile Court build-out in the Justice Center totals \$697,700, but the budget amount is insufficient to cover all furnishings, fixtures and the need to build two (2) additional conference rooms.

Sales tax revenue through November, 2011 is 3.21%, or \$850,000, above 2010 revenue for the same time period.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

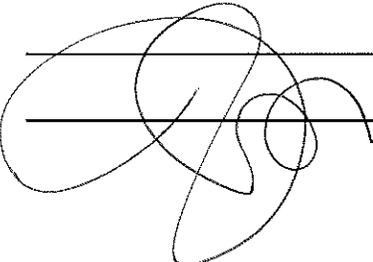
Increase SPLOST revenue estimate by \$50,000 to cover the additional cost associated with construction of the Juvenile Court project, including furniture, fixtures and construction of two (2) additional conference rooms.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**Cherokee County, Georgia
Agenda Request**

**AMENDMENT
1.7**

SUBJECT: Lease Agreement – Pine Log Mountain
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: December 6, 2011

COMMISSION ACTION REQUESTED:

Consider approval of lease agreement between Cherokee County and State Properties Commission for location of radio equipment on Pine Log Mountain.

FACTS AND ISSUES:

The BOC recently unanimously approved a resolution requesting to relocate the Cherokee County E-911 public safety RF receiver site from Reinhardt University to the Georgia Forestry Commission at Pine Log Mountain.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

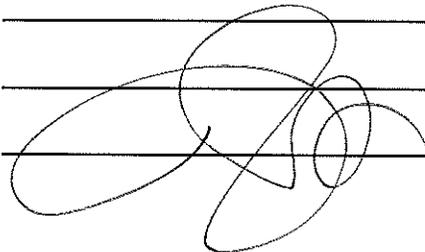
Approval of lease agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



A large, handwritten signature in black ink is written over the signature lines for the Department Head, Agency Director, and County Manager. The signature is highly stylized and appears to be 'J. W. Cooper'.

No. _____ of 2 Executed Original Counterparts

COUNTERPART OF _____

SPC No. 605.88RLA

**STATE OF GEORGIA,
COUNTY OF FULTON:**

REVOCABLE LICENSE AGREEMENT

This **REVOCABLE LICENSE AGREEMENT**, hereinafter referred to as "Agreement", is made this _____ day of _____, 20____, date of this Agreement, by and between the **STATE PROPERTIES COMMISSION**, a public body within the Executive Branch of the State government of Georgia, whose address for purposes of this Agreement is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, **ATTENTION: Executive Director**, Party of the First Part, hereinafter referred to as "Licensor", and **CHEROKEE COUNTY BOARD OF COMMISSIONERS**, whose address for purposes of this Agreement is 1130 Bluffs Parkway, Canton, Georgia 30114, Party of the Second Part, hereinafter referred to as "Licensee".

WITNESSETH THAT:

1.

USAGE, ABBREVIATIONS AND DEFINITIONS

1.1 As used in this Agreement, the following words, terms, and abbreviations set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:

1.1.1 The word "Licensor" means the State Properties Commission and includes in its meaning the words "its members, officers and employees".

1.1.2 The word "Licensee" includes in its meaning the words "its officers, employees, representatives and agents".

1.1.3 The words "revocable license" shall mean "the granting, subject to certain terms and conditions contained in a written Revocable License Agreement, to a named person or persons (Licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of property to be known as the Licensed Premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the Licensee, a revocable license shall not confer upon the Licensee any right, title, interest, or estate in the Licensed Premises, nor shall a revocable license confer upon the Licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminated, with or without cause, at any time by the licensor (commission)". OCGA § 50-16-31(10).

1.1.4 The term "Revocable License Agreement" means both this Agreement and "a written instrument which embodies a revocable license and which sets forth the name of the parties thereto and the terms and conditions upon which the revocable license is granted". OCGA § 50-16-31(11).

1.2 All words used in this Agreement include in their meaning the masculine, feminine, and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

1.3 For convenience, when referring herein to either Licensor or Licensee, the third person, neuter gender "it" is used.

2.

LICENSED PREMISES

Licensor, for and in consideration of the payment by Licensee to Licensor of the sum of \$10.00 (the receipt and sufficiency of which are hereby acknowledged as Licensor has determined that the revocable license herein directly benefits the State and that the consideration set forth herein is thereby deemed adequate), hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to the extent the State's title permits and subject to the terms, conditions, and provisions of this Agreement and OCGA § 50-16-42, over the following described real property, hereinafter referred to as the "Licensed Premises":

That tract, parcel or portion of State owned real property situate, lying and being in Land Lot 278 of the 22nd Land District, 2nd Section of Cherokee County, Georgia as shown in yellow highlighting on the drawing marked Exhibit "A", attached hereto and incorporated by reference herein.

The Licensed Premises is presently under the custody of the Georgia Forestry Commission.

3.

USE OF LICENSED PREMISES

At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises only for the purpose, and for no other purpose whatsoever, of relocating Cherokee County E911 public safety RF receiver to the Licensed Premises which shall include: installation of a concrete pad and outdoor equipment enclosure; installation of an electrical sub-panel to be located in a Georgia Forestry Commission building; removal of existing antennas from utility pole inside compound fence; and installation of single VHF antenna, transmission line, grounding cable, telephone circuits and the option to install microwave point-to-point system.

4.
DURATION

- 4.1 Licensee may use the Licensed Premises during the period beginning on the date hereof and ending at 12:00 midnight on the third anniversary of the date hereof, for so long as Licensee uses the Licensed Premises for the purposes permitted in Section 3 above and unless previously revoked pursuant to Section 5 below. If not previously revoked or terminated, this Revocable License shall stand revoked, without the necessity of Licensor giving any notice to Licensee, at 12:00 midnight on the third anniversary of the date hereof.
- 4.2 Licensee shall seek passage of a Resolution Act by the 2012 Regular Session of the General Assembly authorizing the granting by the State, acting by and through the Licensor, of a permanent nonexclusive easement for the permitted purposes and on similar terms, conditions and provisions.

5.
REVOCATION

- 5.1 This Agreement merely grants to Licensee a revocable license as set forth in Subsection 1.1.3 above. Licensee, by its acceptance and execution of this Agreement, hereby acknowledges and agrees that this Revocable License Agreement does not confer upon Licensee any right, title, interest, or estate in the Licensed Premises, nor confer upon the Licensee a license coupled with an interest nor confer upon Licensee an easement in the Licensed Premises. It is expressly understood and agreed by Licensee that this Agreement confers upon Licensee, and only Licensee, a mere personal privilege, and that regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and the privileges hereby conferred shall be subject to absolute revocation by Licensor, with or without cause, upon notice to Licensee as set forth in Section 12 below.
- 5.2 Following revocation, this Agreement and the revocable license contained herein shall become null and void, and Licensee shall have no right whatsoever to be or remain on the Licensed Premises or to receive a refund of any consideration or any other monetary payment. Licensee covenants and agrees, at its sole cost and expense to remove its facilities from the Licensed Premises and to restore the Licensed Premises to as good or better condition as when received hereunder. Any property of Licensee remaining on the Licensed Premises at the end of said License Period shall be deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the State without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefore to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

6.

DAMAGE TO LICENSED PREMISES AND STATE PROPERTY

Licensee hereby agrees that if any property of the State is damaged as a result of the exercise by Licensee of the revocable license herein granted, then, at the election of Licensor, Licensee either shall repair or restore the property or the Licensed Premises, or both, as the case may be, or shall pay the costs thereof, as determined by Licensor. Licensee shall pay the cost of such repair or restoration or commence in good faith the repair or restoration within ten (10) days after notice by Licensor with all repairs or restoration to be completed by Licensee within thirty (30) days thereafter. Revocation of this Agreement shall not relieve Licensee of its obligation to pay for the cost of repair or restoration of the damaged property. This general provision is cumulative of all other remedies Licensor may have, including specific provisions hereof.

7.

INDEMNIFICATION

The revocable license herein granted to Licensee is to be used and enjoyed at the sole risk of Licensee, and in consideration of the benefits to be derived here from, Licensee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Licensor and Licensor's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Licensor or any of Licensor's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Licensor concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with: (a) injury to or death of any person or damage to property (1) in or on the Licensed Premises (2) in any manner arising from use, non-use or occupancy by Licensee or any of Licensee's officers, employees, agents, representatives, customers, invitees, licensees or contractors or (3) resulting from a condition of the Licensed Premises, excluding any condition of the easement for which Licensor specifically is responsible under this Revocable License Agreement, if any; (b) violation of any agreement, representation, warranty, provision, term or condition of this Revocable License Agreement by Licensee or any of Licensee's officers, employees, representatives, agents or contractors; or (c) violation of any law affecting the Licensed Premises or the occupancy or use by Licensee of the Licensed Premises. This indemnity extends to the successors and assigns of Licensee and survives the termination of this Revocable License, and to the extent allowed by law, the bankruptcy of Licensee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), Licensee agrees to reimburse the Funds for such monies paid out by the Funds. Licensee shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees to the extent consistent with and permitted by the Georgia Tort Claims Act. The defense on behalf of Licensor or its covered officers or employees (including any settlement discussions) shall be conducted through the Attorney General of Georgia as provided by law. No settlement

or compromise of any claim, loss or damage asserted against any Indemnitees shall be binding upon any Indemnitees unless expressly approved by the Indemnitees and the Attorney General of Georgia.

8.

LIABILITY INSURANCE

Licensee shall procure and maintain in full force and effect at all times during the term of this Agreement, through a self-insurance program or an insurance policy consistent with Section 7: commercial general liability insurance, on an "occurrence basis" insuring against all liability and property damage of Licensor and Licensee and their members, officers, employees and agents arising from or in connection with the use or occupancy of the Premises by Licensee, its agents, employees, or others working at the direction of Licensee or on its behalf during the License Term, with liability limits of One Million Dollars (\$1,000,000.00) per person and of Three Million Dollars (\$3,000,000.00) per occurrence. Each policy also specifically shall insure performance of Licensee's obligation to indemnify Licensor pursuant to the Section 7 of this Agreement. A statement of policy limits herein shall not limit Licensee's liability under this Agreement.

9.

GENERAL REQUIREMENTS FOR INSURANCE POLICIES

Licensee shall pay the cost of all insurance coverage which Licensee is required to produce and maintain under this Agreement. Except where Licensee is self-insured, each insurance policy shall:

- a) be issued by an insurer authorized to transact casualty insurance in Georgia;
- b) be issued by an insurer with a current Best Policyholder's Rating of "A" or better and with a financial six rating of class "XI" or larger by A. M. Best Company, Inc.;
- c) be issued on such form of policy, authorized in Georgia, as Licensor may reasonably approve;
- d) provide that the policy cannot be canceled as to Licensor except after the insurer gives Licensor thirty (30) days prior written notice of cancellation;
- e) state that notice of any claim against Licensor shall be deemed to have occurred only when an officer of Licensor has received actual notice, and has actual knowledge of the claim;
- f) not be subject to invalidation as to Licensor by reason of any act or omission of Licensee or any of Licensee's officers, employees or agents; and
- g) not be subject to invalidation as to Licensee by reason of any act or omission of Licensor or any of Licensor's officers, employees or agents.

Each policy required by this Agreement shall also contain a provision permitting Licensee to waive all rights of recovery and claims by way of subrogation.

Licensee shall not produce or maintain in force any insurance policy which might have the effect of reducing the loss payable under any of the policies required by this Agreement. Upon the request of Licensor, Licensee shall deliver a certificate of such self-insurance or insurance policy to Licensor, together with evidence reasonably satisfactory to Licensor that the premiums, as applicable, have been paid for a period at least covering the License Period.

10.

**SUBJECT TO APPROVAL BY ANY APPROPRIATE STATE REGULATORY AGENCY,
SUBJECT TO PRIOR GRANTS, AND CONDITION OF LICENSED PREMISES**

Licensee accepts this grant of revocable license subject to approval by any appropriate State regulatory agency that the Licensee's proposed uses of the Licensed Premises meets all applicable safety and regulatory standards and requirements. Further, Licensee accepts this grant of revocable license subject to all ownership, prior permits, licenses, landlord and tenant relationships, easements, leases, and other rights or interests affecting the Licensed Premises whether the same be of record or not, and the revocable license granted herein by Licensor to Licensee must be exercised by Licensee so as to avoid interference with any of the said prior permits, licenses, landlord and tenant relationships, easements, leases, or other interests. Licensee acknowledges that it has fully inspected the Licensed Premises and accepts the same "as is". Licensor shall have no responsibility at any time to Licensee for the condition of the Licensed Premises and shall have no duty to the Licensee or to its licensees, invitees or trespassers concerning Licensee's use of the Licensed Premises or their entry on the Licensed Premises. Licensor makes no covenant of quiet enjoyment of the Licensed Premises whatsoever.

11.

ASSIGNMENT OR TRANSFER

This Revocable License Agreement and the rights herein granted may not be conveyed, assigned, transferred, managed or operated by any other entity without the express written consent of the State Properties Commission, which consent shall be given or not in the sole discretion of the State Properties Commission. Without limitation, any transfer or use of the property which may be characterized as a private activity by the Internal Revenue Service and thereby adversely affect the tax-exempt status of any public bond investment in the property is strictly prohibited. Any such use, conveyance, assignment, transfer, management or operation made without the consent of the State Properties Commission shall be void *ab initio*.

12.

NOTICES

All notices required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing and shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid, and addressed to the recipient party at such party's address.

The day upon which such notice is hand delivered or so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices shall be addressed to the attention of a particular person, title, or entity as forth in this Agreement, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

13.

GENERAL PROVISIONS OF THIS AGREEMENT

- 13.1 The brief capitalized and underlined headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.
- 13.2 All time limits stated herein are of the essence of this Agreement.
- 13.3 For the purpose of inspecting the Licensed Premises, Licensee shall permit Licensor, without giving prior notice, to enter on the Licensed Premises during either Licensor's regular business hours or Licensee's regular business hours.
- 13.4 No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- 13.5 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- 13.6 Nothing contained in this Agreement shall make, or be construed to make, Licensor and Licensee partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Licensor or Licensee liable to a third party for the debts or obligations of the other.
- 13.7 If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

- 13.8 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto 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 that an instrument is to be construed more strictly against the party who prepared the same.
- 13.9 This Agreement is executed in two (2) counterparts which are separately numbered and identified (No. 1 is for Licensor and No. 2 is for Licensee) but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- 13.10 In the enjoyment of the revocable license herein granted by Licensor to Licensee and of the rights and privileges incident thereto, Licensee shall at all times comply with all applicable laws of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable local ordinances, including, but not limited to, codes, ordinances and recommended standards now or hereafter promulgated, and all applicable local rules and regulations and recommended standards promulgated pursuant to such codes and ordinances.
- 13.11 The revocation of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such revocation.
- 13.12 Licensee, by its acceptance and execution of this Agreement, hereby acknowledges that it has not been induced by any representations, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Licensed Premises or the condition or suitability thereof for Licensee's purpose.
- 13.13 In its occupancy and use of the premises, Licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by Licensee may be enforced by termination of this Agreement, by injunction, and by any other remedy available at law to Licensor.

14.

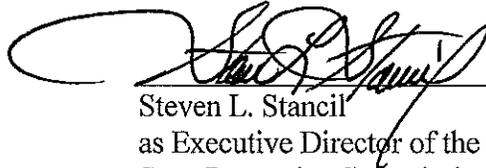
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between Licensor and Licensee with respect to the Licensed Premises and Licensee's use and occupancy thereof. 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 Licensor and Licensee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Licensor and Licensee, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized hereinafter named representatives, have caused these presents to be executed, all as of the date hereof.

LICENSOR

STATE PROPERTIES COMMISSION



Steven L. Stancil
as Executive Director of the
State Properties Commission

Signed, sealed, and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission expires: _____

(NOTARY SEAL)

(STATE PROPERTIES COMMISSION
SEAL AFFIXED HERE)

(Signatures continued on next page.)

(Signatures continued from previous page.)

LICENSEE

**CHEROKEE COUNTY BOARD OF
COMMISSIONERS**

By: _____ (Seal)

Name: _____

Title: _____

Signed, sealed, and delivered
in our presence:

Unofficial Witness

Attest: _____ (Seal)

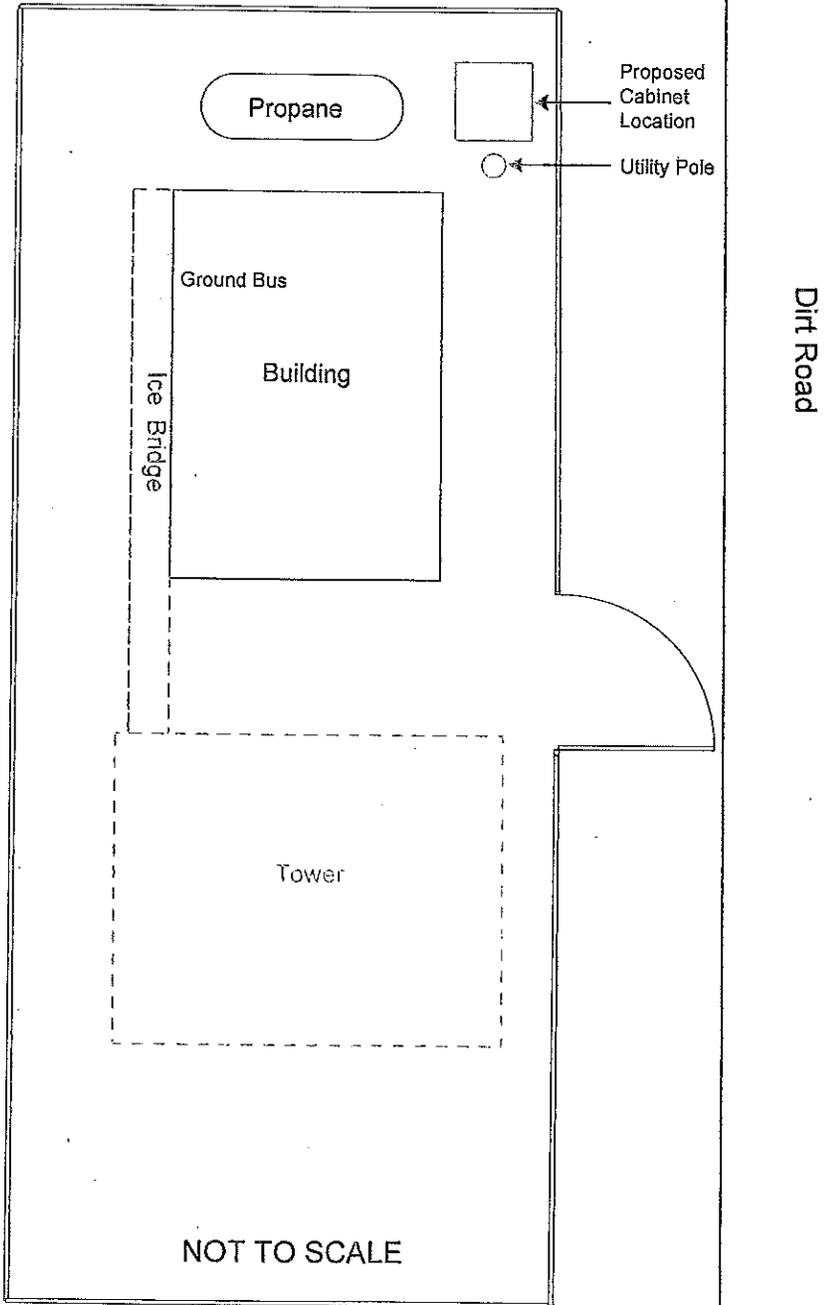
Official Witness, Notary Public

My Commission expires: _____

(NOTARY SEAL)

(SEAL AFFIXED HERE)

EXHIBIT "A"



RESOLUTION _____

A resolution requesting the relocation of E-911 public safety RF receiver site to the Georgia Forestry Commission site at Pine Long Mountain

WHEREAS, the Federal Communications Commission has mandated narrow banding of all public safety radios by January 1, 2013; and

WHEREAS, the Cherokee County Board of Commissioners desire to relocate the Cherokee County E-911 public safety RF receiver site from Reinhardt University to the Georgia Forestry Commission at Pine Log Mountain; and

WHEREAS, the relocation of the RF receiver site will allow the County to meet the FCC mandate but also significantly increase the radio coverage for public safety; and

WHEREAS, it is believed that without the relocation of the RF receiver site to the Forestry Commission at Pine Log Mountain will increase the risks to public safety; and

WHEREAS, the Cherokee County Board of Commissioners respectfully request authorization from the State of Georgia to relocate RF receiver site to the Forestry Commission site at Pine Log Mountain.

ADOPTED, THIS 1ST DAY OF NOVEMBER, 2011

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

Harry Johnston, Commissioner, Post 1

Jim Hubbard, Commissioner, Post 2

Karen Bosch, Commissioner, Post 3

Jason Nelms, Commissioner, Post 4

ATTEST:

Christy Black, County Clerk

Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: Motorola Service Agreement **MEETING DATE:** December 6, 2011

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Approval to enter into a two (2) year contract with Motorola. Motorola provides system maintenance, technical support and installation services to 9-1-1's radio infrastructure, dispatch services and E 9-1-1's emergency phone system.

FACTS AND ISSUES:

This contract is a 2 Year renewal for 2012 and 2013 and is an exact price match to the previous 2010 and 2011 Service Agreement.

BUDGET:

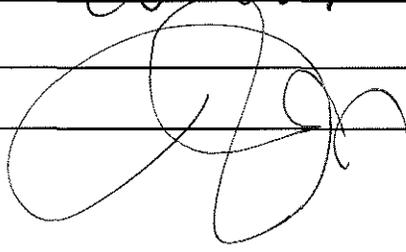
Budgeted Amount:	\$299,999.76	Account Name: <u>Technical</u>
Amount Encumbered:	\$ n/a	Account #: <u>2800000-521300</u>
Amount Spent to Date:	\$ n/a	
Amount Requested:	\$299,999.76	
Remaining Budget:	\$ n/a	
Budget Adjustment Necessary:	<u>No</u>	

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: 

COUNTY ATTORNEY: _____

COUNTY MANAGER: 



Cherokee County, Georgia

Service Agreement for Motorola E911 System

January 1, 2012 through December 31, 2013

COPY

Gary Minard
Customer Support Manager
Motorola
1700 Belle Meade Court
Lawrenceville, GA 30043
Phone: 770-967-8449
FAX: 770-967-9614
Cell: 678-316-0616

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 _____ day of January, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Motorola Solutions, Inc., ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Service Agreement (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

Service Agreement 2012-2013 for Cherokee County E-911 Center Infrastructure Response and Repair.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the below Service Terms and Conditions and the Statements of Work attached hereto as Exhibit "A" and "Attachment A", incorporated herein by reference.

On Site Infrastructure Response and Dispatch Service

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. The term of this Agreement

shall be from the date of execution until December 31, 2013, unless terminated earlier as provided for herein. This Agreement shall automatically renew on January 1, 2014, and on January 1 of each year thereafter absent written notice of non-renewal provided by the County to the Consultant at least sixty (60) days prior to December 31, 2013, or December 31 of any then current renewal term thereafter, provided that this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each year. Upon termination of this Agreement, the County shall be liable to Consultant for equipment ordered or provided and services rendered to the date of notice to terminate and for reasonable costs which may be borne by Consultant in the termination of subcontracts and other costs directly related to an unforeseen and abrupt termination.

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 receipt of invoice by Consultant.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed \$299,999.76 except as outlined in Section II (C) above. The compensation for services performed shall be based upon Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of 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. Warranty

Consultant warrants that its Work under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the day that the performance of the Work is completed. In the event of a breach of this warranty, County's sole remedy is to require Consultant to re-perform the non-conforming Work or to refund, on a pro-rata basis, the fees paid for the non-conforming Work. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 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

Gary Minard, Customer Support Manager 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, which shall not be unreasonably withheld or denied. 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 responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and direct damages to tangible property 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, direct damages to tangible property, 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, its subcontractors, or their employees or agents, to the extent it is caused by the negligence or willful act of Consultant, its subcontractors, or their employees or agents. 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. 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. 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) Commercial 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) Business 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) 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 the responsibility of the Consultant.

(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, and employees, are to be included as insured as respects: liability arising out of activities performed by or on behalf of 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, and employees.

(ii) The Consultant's insurance coverage shall be primary insurance as

respects to any other insurance or self-insurance available to the County, its officials, and employees. Any insurance or self-insurance maintained by the County, its officials, or employees shall be excess of the Consultant's.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, or employees.

(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) There shall be no cross liability exclusion.

(vii) All blanket endorsements required 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, and employees for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) 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 an Acord 25 certificate of insurance evidencing coverage required by this clause within 3 days of execution of the contract or prior to the start of work. The certificate of insurance is to be executed by a person authorized by that insurer to bind coverage on its behalf. The Consultant shall provide proof that any expiring coverage has been renewed or replaced upon or prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to similar requirements stated in this Agreement, including but not limited to including 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.

J. Records, Reports and Audits

(1) Records:

(a) Directly pertinent records shall be established and maintained by the Consultant in accordance with requirements prescribed under this Agreement or pursuant to law with respect to all matters covered by this Agreement. Except as otherwise authorized, such directly pertinent records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, directly pertinent 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 thirty (30) days prior written request, the Consultant shall furnish to the County any and all directly pertinent statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County and approved by Consultant.

(3) Audits and Inspections:

(a) At any time during normal business hours and as often as the County may deem reasonably necessary, there shall be made available to the County for examination all directly pertinent 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. Consultant's records provided to County pursuant to this provision shall not be used, duplicated or disclosed to any third party without the express written permission of Consultant, except as required by the Georgia Open Records Act.

(b) In no circumstances will Consultant be required to create or maintain documents not kept in the ordinary course of Consultant's business operations, nor will Consultant be required to disclose any information, including but not limited to

product cost data, which it considers confidential or proprietary to Consultant, except as required by the Georgia Open Records Act.

K. 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.

L. 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.

M. Compliance with Laws Regulating Illegal Aliens

(1) 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.

(2) The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program/E-Verify (Contractor's enrollment number 36076), and that it has verified the employment eligibility of all its newly hired employees in the State of Georgia utilizing such program in accordance with the terms of the Basic Pilot/E-Verify MOU. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective newly hired employees utilizing the Basic Employment Verification Pilot Program/E-Verify. 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.

N. 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.

O. Key Personnel

All of the individuals identified in Exhibit "E" 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 "E", without notice to 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.

P. 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.

Q. 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 to the extent it is caused by the negligence of the Consultant. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Consultant will not grant County any rights to Consultant's intellectual property, including patents, patent applications, copyrights, trademarks, and trade secrets, except that County will have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product. Title to all Consultant's software, including all rights in patents, copyrights, trade secrets and other intellectual properties, remains vested exclusively in Motorola.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to Motorola Solutions, Inc., in order for Consultant to complete the Work.

B. County's Representative

The County Manager 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, and for any default or breach of this Agreement by the County after providing thirty (30) days prior written notice of such default or breach to the County and also upon the County's failure to cure such default or breach within such thirty (30) day period.

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 promptly discontinue all services affected, unless the notice directs otherwise.

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 head note 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 the Agency Director E-911 for the County and Gary Minard 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:
County Manager
Cherokee County Board of Commissioners
90 North Street, Suite 310

Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Gary Minard
Customer Support Manager
Motorola Solutions, Inc.
1700 Belle Meade Court
Lawrenceville, GA 30043

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.

XVII. LIMITATION OF LIABILITY

Except for personal injury or death, Consultant's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONSULTANT (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED**



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001015156
 Contract Modifier: RN02-OCT-11 22:18:14

Date: 11/10/2011

Company Name:	Cherokee County
Attn:	
Billing Address:	150 Chattin Dr
City, State, Zip:	Canton,GA,30115-8249
Customer Contact:	Priscilla Bridges
Phone:	678-493-4065

Required P.O.: No
 Customer #: 1011384328
 Bill to Tag #: 0001
 Contract Start Date: 01/01/2012
 Contract End Date: 12/31/2013
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 PO #: NOT REQUIRED

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
13	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$1,251.03	\$30,024.72
12	SVC262AA	ENH: CONVENTIONAL STATION		
12	SVC264AA	ENH: CONVENTIONAL OPER POSITION		
9	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1102C	DISPATCH SERVICE	\$177.77	\$4,266.48
1	SVC242AC	ENH: DISPATCH CENTER LOCATION		
13	SVC245AA	ENH: CONVENTIONAL STATION		
12	SVC247AA	ENH: CONVENTIONAL OPERATOR POSITION		
8	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$130.53	\$3,132.72
13	SVC140AA	ENH: CONVENTIONAL STATION		
12	SVC142AA	ENH: CONVENTIONAL OPERATOR POS		
9	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$429.00	\$10,296.00
13	SVC212AA	ENH: GROUND ACCESSIBLE STATION		
12	SVC213AA	ENH: GROUND ACCESSIBLE OPERATOR POSITION		
9	SVC850AA	SITE PM ACCESS A		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE -	\$4,013.52	\$96,324.48
13	SVC219AC	PREMIER OPTION STATIONS		
12	SVC220AC	OPERATOR POSITIONS		
8	SVC455AE	ENH: DISPATCH SITE		
1	SVC990AA	DISPATCH CENTER LOCATION		
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$4,290.49	\$102,971.76
1		POINT TO POINT SYSTEM		
1		NETWORK INFRASTRUCTURE PER ATTACHMENT A		
	SVC02SVC0039A	SP-INFRASTRUCTURE SOFTWARE INSTALL	\$317.75	\$7,626.00
12		GOLD SERIES ELITE / E911 POSITIONS / SERVERS		
	SVC02SVC0081A	MISSION CONTROL MONITORING	\$635.61	\$15,254.64
1		NETWORK(S) - E911		

1	SVC02SVC0082A	SITE(S) - E911	\$1,254.29	\$30,102.96
1		SOFTWARE FIRMWARE SUPPORT		
1		NETWORK(S) - E911 SITE(S) - E911		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$12,499.99	\$299,999.76
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$12,499.99	\$299,999.76
This Service Agreement covers the 2 Year period from Jan 1, 2012 thru December 31, 2013. This covers the E911 System and the Dispatch Consoles. Major radio systems covered include: S. TAC 8, S.O. TAC 6, S.O. TAC 1, Fire Primary and EMS. A complete listing of equipment covered is included in Attachment A which is an integral part of this Service Agreement. Rev 11.10.11	Taxes	-	-
	Grand Total	\$12,499.99	\$299,999.76
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA - DIST CSM (CL665)	LAWRENCE VILLE	GA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CASSIDIAN COMMUNICATIONS INC	TEMECULA	CA
CASSIDIAN COMMUNICATIONS INC	TEMECULA	CA
DIVERSIFIED ELECTRONICS INC	MARIETTA	GA
DIVERSIFIED ELECTRONICS INC	MARIETTA	GA
DIVERSIFIED ELECTRONICS INC	MARIETTA	GA
DIVERSIFIED ELECTRONICS INC	MARIETTA	GA
DIVERSIFIED ELECTRONICS INC	MARIETTA	GA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____

MOTOROLA REPRESENTATIVE(SIGNATURE) _____ TITLE _____ DATE _____

Gary Minard _____ 770-967-8449
MOTOROLA REPRESENTATIVE(PRINT NAME) _____ PHONE _____

Company Name: Cherokee County
Contract Number: S00001015156
Contract Modifier: RN02-OCT-11 22:18:14
Contract Start Date: 01/01/2012
Contract End Date: 12/31/2013

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



Statement(s) of Work (Pages deleted described systems not included in Equipment List)

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service Continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.



- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.



Service Statement of Work

Network Preventative Maintenance With Dispatch Service

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

Network Preventative Maintenance service will be facilitated by the Servicer. The relationship between Motorola and the Servicer shall be as set forth in this Statement of Work. Subcontracts for this Service will be electronically posted by Motorola on Motorola's website for Servicers.

Motorola reserves the right to alter, amend or change the scope of work with 30 days written notice to Servicer. All terms or Attachment C-Service Subcontract will remain in full force and effect during the term and any subsequent terms of this SOW.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Dispatch the Servicer upon receiving Customer date(s) for a Network Preventative Maintenance to be performed.
- 2.3 Provide the following information to the Servicer from the SSC:
 - 2.3.1 Dates to perform Network Preventative Maintenance.
 - 2.3.2 Case number.
 - 2.3.3 Site identification.
 - 2.3.4 Customer and address.
 - 2.3.5 Access requirements.
 - 2.3.6 Close Case upon receiving notice of completion from Servicer technician.
- 2.4 Provide Infrastructure Equipment list including type and quantity, as available.
- 2.5 Provide original equipment manufacturer (OEM) Equipment manuals for System specifications, as available.

3.0 Servicer has the following responsibilities:

- 3.1 Receive page or phone call from SSC for dispatch of Case Continuously
- 3.2 Call SSC to accept Case.
- 3.3 Complete Network Preventative Maintenance within allotted dates.
- 3.4 Assign technical resources to Case and have the diagnostic equipment as specified in the manufacturers service manuals needed to perform service.
- 3.5 Notify Motorola if the System will be taken down and approximate duration of downtime.
- 3.6 Physically inspect the Infrastructure in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 3.7 Remove any dust, and/or foreign substances from the Infrastructure.
- 3.8 Clean filters, if applicable.
- 3.9 Measure, record, align, and adjust the Infrastructure parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 3.10 Consult Equipment manuals for System specifications per system configuration.
- 3.11 Call the SSC when Case is completed.
- 3.12 Complete and sign (by Servicer technician) a system checklist of Infrastructure reviewed:
 - 3.12.1 Provide one signed copy of the system checklist to the Customer.
 - 3.12.2 File one signed copy of the system checklist at the Servicer's office location.
- 3.13 Identify any service problems that require Customer or Motorola action.



Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only) Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's CEB diagnostics
Comparators (Voting) and /or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



E911 System Exhibit

Infrastructure Type	Operational Check (when applicable)
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation on each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
ALI Controller	Inspect ANI cabinets (ventilation/cooling, secure covers)
	Verify no alarm status on call screen. Check alarm/event log
	Check size of call detail records, purge if necessary
	Size of hard space remaining and advise customer. Purge if necessary.
	Test operation of all servers, terminals/clients printers, at main PSAP and remote locations
	Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations
	Verify any spare ALI equipment or devices are operational
	If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required
	Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)
	Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .
Verify ALI components are receiving proper ventilation/cooling	
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)



Statement of Work

Software and Firmware Support for Cassidian Communications 911 Networks

Overview: Motorola utilizes Cassidian Communications 911 Networks to provide Software and Firmware Support for applicable Cassidian Communications 911 Networks.

1.0 Description of Services

Firmware contains software that is constantly called upon by a computer or phone system which is "burned" into a chip, thereby becoming firmware. Software is defined as computer program instructions that facilitate functionality within hardware. Application software, such as VESTA, MagiC and ORION, is designed to perform specific tasks and the only software covered by this service. Software and Firmware is defined to include both program fixes and program updates.

Program fixes are defined as resolutions to problems that result from a defect in the application software or firmware or supplied documentation. Program updates are defined as major and minor enhancements to the already purchased software features or functionality set. All issuance of program fixes and updates are at Cassidian Communications' discretion.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Review Cassidian Communications Product Change Notices and notify Customer through Motorola Product Service Bulletins if critical changes are required, as determined by Motorola.
- 2.2 Contact Cassidian Communications Technical Support, when needed, as determined by Motorola, to resolve Customer issues.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola upon receiving a Product Service Bulletin to engage the appropriate Motorola resources for an upgrade or fix. Installation of the upgrade or fix is available for an additional fee.
- 3.2 Contact Motorola representative to order an available update described in the Motorola Product Service Bulletins, as directed in the Customer Support Plan
- 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
- 3.4 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.5 Maintain and store in an easily accessible location proper System backups.
- 3.6 Notify Motorola at least 90-days in advance if they choose not to renew the Software and Firmware Support as part of Motorola's Service Agreement (SA). Service Agreement renewal must be executed prior to or within 30-days of the SA expiration date. Customer will be required to pay a reactivation payment in order to restart Software and Firmware Support coverage if such notification is not provided.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola/Cassidian Communications to provide this service.

4.0 Special provisions: the following provisions apply to these Software and Firmware Support services

- 4.1 Customer acknowledges that if their System has a Special Product Feature, additional engineering may be required to prevent the Software and Firmware fix or upgrade from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a Software and Firmware fix or upgrade and whether additional engineering effort is required. Customer may be required to pay an additional fee for any such engineering effort.
- 4.2 Customer is encouraged to install Software and Firmware fixes or upgrades because they may include major/minor performance enhancements. Customer acknowledges that if they choose not to install



Software and Firmware enhancements, it may limit or eliminate the applicability of future fixes and upgrades to its System.

- 4.3 Customer is encouraged to migrate to the most current version of Software and Firmware Support that is available. Only the currently shipping Software version and one version back are eligible for support under this program. If Customer's System is not maintained to a currently supported Software version, new Software fixes may not be compatible with Customer's existing System.
- 4.4 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Software and Firmware version. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing particular fixes or upgrades on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each fix of upgrade that Customer orders.
- 4.5 Customer may use the Software only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or any actions taken by Motorola in rendering these services is intended to modify the applicable Software License Agreement or to alter the intellectual property rights of either Motorola or Cassidian Communications in and to its Software.
- 4.6 Software and Firmware services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the fixes or upgrades, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software and Firmware.
- 4.7 Motorola may suspend or terminate these Software and Firmware services, if Customer fails to pay Motorola any fees for Software and Firmware services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software and Firmware under the Software License Agreement expires or is terminated, or Customer replaces its Motorola/Cassidian Communications System with a system from another manufacturer.
- 4.8 If the Customer chooses to cancel the Software and Firmware Support program prior to its termination date, the Customer agrees to pay Motorola, as a cancellation fee, ten percent (10%) of the total cost of the program. Motorola will invoice the Customer for the cancellation fee, which the Customer agrees to pay within twenty (20) days of the date of the invoice. Customer will be required to pay a reinstatement fee in order to restart Software and Firmware Support coverage if the program is cancelled.



Statement of Work

Mission Control Monitoring Service for Cassidian Communications 911 Networks

Overview: To meet the stringent industry requirements for E911 system monitoring, Motorola utilizes Cassidian Communications network operations center known as Mission Control. Cassidian Communications remotely monitors and maintains customer networks. Mission Control Monitoring Service allows Cassidian Communications to more rapidly respond and mitigate network alarms, events and failures. Cassidian Communications coordinates Mission Control monitoring activity with Motorola's System Support Center (SSC), as necessary. Mission Control Monitoring Service is available for applicable Cassidian Communications E911 networks as determined by Cassidian Communications.

1.0 Description of Services

Mission Control provides Continuous, real time network monitoring, remote technical support and customer notification of detected alarms through a web notification process. Mission control monitors the hardware/firmware certified and installed as part of the Cassidian Communications system. Mission Control also monitors all application Software developed and certified by Cassidian Communications and/or Motorola; including third party application software that generates SNMP traps or events captured by the OS Event Logs. Specific system thresholds, established during service plan implementation, are continually monitored by Mission Control. Anytime the system performance/environment exceeds the threshold limit, Mission Control is immediately notified via digital alarm. Digital alarm signaling provides specific useful information relative to the nature of the alarm allowing proper, expeditious troubleshooting and Restoral of the system.

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2.0 Cassidian Communications has the following responsibilities:

- 2.1 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 4.1.
- 2.2 Attempt remote Restoral for detected alerts, as appropriate.
- 2.3 Contact Motorola when more than remote Restoral is required and create a Case.
- 2.4 Provide the following Case information to Motorola:
 - 2.4.1. Characterize the issue
 - 2.4.2. Determine a plan of action
- 2.5 Ensure the required Motorola personnel have access to Customer information as needed so Motorola may continue with the Case resolution and service support.
- 2.6 Coordinate detected alert activity with Motorola and Customer to ensure issue resolution.

3.0 Motorola has the following responsibilities:

- 3.1 Accept Cases from Cassidian Communications pursuant to section 2.4.
- 3.2 Provide response based on the additional service purchased by the Customer and specified in Statements of Work attached to the Service Agreement between Motorola and Customer.

4.0 Customer has the following responsibilities:

- 4.1 Allow Cassidian Communications Continuous remote access to System, in order to obtain alert information.
- 4.2 Purchase Connectivity, installation and monitoring equipment necessary for monitoring the System. Failure to purchase such equipment may prevent Cassidian Communications from rendering the services described in this Statement of Work.
- 4.3 Order and maintain dedicated remote maintenance circuits such as DSL, fractional T1 frame relay and or dial-up lines, as specified by Cassidian Communications. All equipment or software not installed by Cassidian Communications personnel requires certification by Cassidian Communications to verify conformance to Cassidian Communications standards.



- 4.4 Contact Motorola's System Support Center prior to any modification to the network or security configuration.
- 4.5 Notify Motorola at least 90-days in advance if they choose not to renew the Mission Control monitoring program as part of Motorola's Service Agreement (SA). Service Agreement renewal must be executed prior to or within 30-days of the SA expiration date. Customer will be required to pay a reactivation fee in order to restart Mission Control coverage if such notification is not provided.
- 4.6 If the Customer chooses to cancel the Mission Control monitoring program prior to its termination date, the Customer agrees to pay Motorola, as a cancellation fee, ten percent (10%) of the total cost of the program. Motorola will invoice the Customer for the cancellation fee, which the Customer agrees to pay within twenty (20) days of the date of the invoice. Customer will be required to pay reactivation fee in order to restart Mission Control coverage if the program is cancelled.
- 4.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola and Cassidian Communications to provide this service.



Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



Statement of Work

SP Infrastructure Software Installation

1.0 Description Of Service

- 1.1. Infrastructure Software Installation provides the technical resources to install and activate Software Releases that have been provided pursuant to a Motorola or Cassidian software upgrade or Hot Fix.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service Agreement or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Install Enhancement Releases that have been provided pursuant to a Motorola or Cassidian software upgrade or Hot Fix..
- 2.2. Service will be performed during Standard Business Days.

3.0 Customer has the following responsibilities:

- 3.1. Purchase additional System equipment if needed to implement an Enhancement Release.
- 3.2. If travel is required beyond two (2) hours or 120 miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for all travel and expenses incurred
- 3.3. Inform System users of upgrade plans and scheduled System downtime.
- 3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Software Installation services to Customer.



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

- 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.



- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
 1. All Infrastructure over seven (7) years from product cancellation date.
 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 3. Physically damaged Infrastructure.
 4. Third party Equipment not shipped by Motorola.
 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 6. Video retrieval from Digital In-Car Video equipment.
 7. Test equipment.
 8. Racks, furniture and cabinets.
 9. Firmware and/or Software upgrades.

Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSP5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Includes
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies



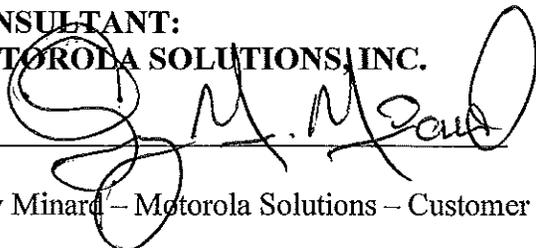
Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Sites	Ops	CEB	MSR	MTR	Qtar	Rcvrs	Qtar Rcvrs	C.S.	Rem.	Micor	Link	Digi Tac	Spec Tac
Highway 92	Voting Rcvrs	Conventional Site											
	S.O. 3 - TAC 8	MTR2000 VHF Rcvr				1							
	F2 - TAC 6	Quantar VHF Rcvr (New)					1						
	F1 - TAC 1	Quantar VHF Rcvr (New)					1						
	FIRE	MTR2000 VHF Rcvr				1							
	EMS	MTR2000 VHF Rcvr				1							
		Smart UPS											
		Sinclair RX Multicoupler											
Reinhardt Coll.	Voting Rcvrs	Conventional Site											
	S.O. 3 - TAC 8	MTR2000 VHF Rcvr				1							
	F2 - TAC 6	Quantar VHF Rcvr (New)					1						
	F1 - TAC 1	Quantar VHF Rcvr (New)					1						
	FIRE	MTR2000 VHF Rcvr				1							
	EMS	MTR2000 VHF Rcvr				1							
East Cherokee	Voting Rcvrs	Conventional Site											
	S.O. 3 - TAC 8	MTR2000 VHF Rcvr				1							
	F2 - TAC 6	Quantar VHF Rcvr (New)					1						
	F1 - TAC 1	Quantar VHF Rcvr (New)					1						
	FIRE	MTR2000 VHF Rcvr				1							
	EMS	MTR2000 VHF Rcvr				1							
Neese Road		Smart UPS											
		Sinclair RX Multicoupler											
		Conventional Site											
		Woodstock Main	Quantar (4 Wire)			1							
			Celwave Duplexer										
		S.O. 3 - TAC 8	Quantar VHF Rcvr (New)					1					
		F2 - TAC 6	Quantar VHF Rcvr (New)					1					
		F1 - TAC 1	Quantar VHF Rcvr (New)					1					
		FIRE	MTR2000 VHF Rcvr (New)				1						
		EMS	MTR2000 VHF Rcvr (New)				1						
New to Service Agreement		Smart UPS											
	Woodstock	Raytheon SNV-12 Voter (Add Rcvrs at Rope Mill and Hwy 92)					2						1

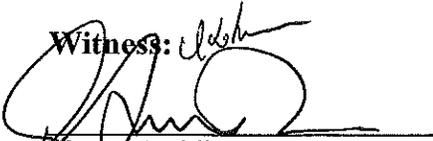
TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONSULTANT PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

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.

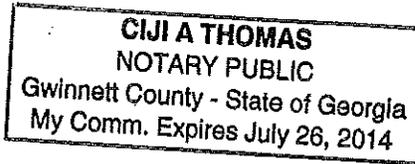
Approved as to form: _____
County Attorney

CONSULTANT:
MOTOROLA SOLUTIONS, INC.
By: 
Gary Minard – Motorola Solutions – Customer Support Manager

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: 
Notary Public
[NOTARY SEAL]

My Commission Expires:
July 26, 2014



CHEROKEE COUNTY

By: _____

Its: _____
[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness
Notary Public
[NOTARY SEAL]
My Commission Expires:

EXHIBIT "B"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

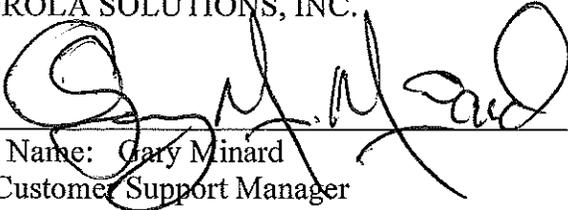
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance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

36076

EEV / Basic Pilot Program User Identification Number

MOTOROLA SOLUTIONS, INC.

BY: 

Printed Name: Gary Minard

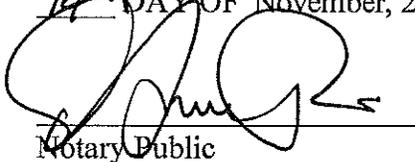
Title: Customer Support Manager

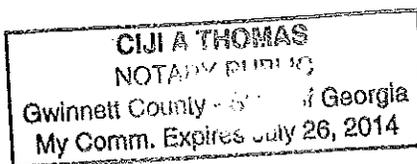
Authorized Representative of Contractor

SUBSCRIBED AND SWORN

BEFORE ME ON THE

14th DAY OF November, 2011


Notary Public



My Commission Expires:

EXHIBIT "C"

STATE OF GEORGIA

COUNTY OF CHEROKEE

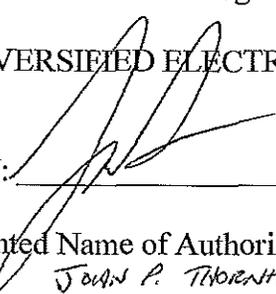
SUBCONTRACTOR AFFIDAVIT

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 Motorola Solutions 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.

73287

EEV / Basic Pilot Program User Identification Number

DIVERSIFIED ELECTRONICS, INC

BY:  _____

Printed Name of Authorized Officer:

JOHN P. THORNTON

Title: PRESIDENT

SUBSCRIBED AND SWORN
BEFORE ME ON THE
14 DAY OF November, 2011


Notary Public

My Commission Expires:

Oct 5, 2013

Cherokee County, Georgia
Agenda Request

2.2

SUBJECT: Renovo Data Service Agreement **MEETING DATE:** Dec. 06, 2011

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Approval to enter into a contract with Renovo Data Protection Services, Inc. Renovo is a disaster recovery and storage management system. They provide secure off-site data vaulting for the 9-1-1 Center's emergency call management system.

FACTS AND ISSUES:

This agreement reflects a 9 month coverage period from January 1, 2012 – September 30, 2012. Other than the date range of coverage, there has been no change in fees from the previous year. The monthly fee to 9-1-1 is and has been based on the amount of data that has to be stored. There were no changes to the price per GB of storage. (The Budgeted amount below is an estimate based on what we've paid this year, which ranged from \$573 – \$828/per month.)

BUDGET:

Budgeted Amount:	\$ 10,000.00	Account Name: <u>Communications</u>
Amount Encumbered:	\$ n/a	Account #: <u>2800000-523200</u>
Amount Spent to Date:	\$ n/a	
Amount Requested:	\$ 10,000.00	
Remaining Budget:	\$ n/a	
Budget Adjustment Necessary:	<u>No</u>	

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Chris Collett
[Signature]

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 January, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Renovo Data Protection Services Inc., dba RenovoData, ("Renovo"), a disaster recovery and storage management, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Secure offsite data vaulting and backup (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;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

RenovoData provides secure, offsite data vaulting for Cherokee County's 911 emergency call management system. Digital voice recordings are encrypted and compressed with our software and transmitted incrementally each night to our secure offsite data vault. In the event of a disaster necessitating full recovery of these voice recordings, Renovo's managed service provides Cherokee 911 with the ability to seamlessly restore the files to an alternate server or location. Cherokee's data is stored in our three tiers of storage to maximize protection, while optimizing storage budgets. The tiers of storage have different restore times and prices associated with them. For example, Online provides nearly instantaneous electronic TCP/IP based restore capability, BLM provides quick electronic web portal based restore capability, and Archive data can be restored within 24-48 hours and is provided via CD or other portable media to the customer site. Note: It is critical that the Cherokee 911 system admin responsible for managing the Renovo service keep the encryption keys in a safe place, otherwise it will be difficult if not impossible for the restore data from the Renovo vault should the primary server

COPY

crash or become otherwise inoperable. We recommend performing regular validation and disaster recovery testing to ensure one's encryption keys can access the Renovo vault in the event of a real disaster.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of:

- Backs up servers, workstations, and laptops.
- Backups initiate automatically at the time scheduled.
- Sophisticated data compression technologies, including common file elimination and delta blocking, maximize data transfer over the telecommunications connection.
- All data is DES or AES encrypted at customer site prior to transmission offsite.
- Encrypted data is held offsite in encrypted format on a shared RAID 5 disk sub-system which is in turn replicated to a backup storage system for true redundancy.
- RenovoData provides an easy to use interface that simplifies the backup and recovery process and provides detailed information about scheduled operations.
- Centralized configuration of the RenovoData Client software enables a network administrator/IT manager to specify exactly what data is to be backed up, ensuring investment is not wasted by backing up unauthorized or unnecessary information.
- A user-definable number of backup versions of files are retained on disk, for immediate online restore.
- Service remotely monitored 24x365 by RenovoData staff and email alerts are provided to customer if scheduled backups are not completed.
- Backup data can easily be selected and restored online without the need to locate and identify backup tapes.
- **Telephone/email support is included** during normal business hours for technical assistance. This covers; user support, new Customer site setup, additional issues and technical questions. (Monday-Friday 8:00 am to 6:30 pm Eastern time). Not including weekends and holidays.

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 on January 1, 2012, and the Work shall be completed on or before September 30, 2012.

Term: Customer has subscribed for 9 months for Basic Service. The Basic Service includes all software, installation, initial configuration consulting, offsite storage vaulting and training as described in further detail. Customer will be responsible for their ongoing management of the Basic Service. The Initial Term commences on the date the last party hereto signs this Agreement. Customer will receive an email notification 60 days prior to the Initial Term expiration. Customer's Basic Service will automatically be renewed, on the same terms other than the service fees, unless a notice is received from Customer of its intent not to renew the Agreement, in which case, this Agreement will terminate when the then current term expires (the Initial Term and all renewal terms shall be collectively referred to as the "Term").

Rates per GB and Service Fees (Basic Service)

Description	One Time Set up Fee	Compressed Data (GB)	Per GB Price	Monthly Backup Fee
ONLINE		8	\$8.00	\$64
BLM		24	\$4.00	\$96
ARCHIVE	-	Based on Actual usage	\$0.80	Varies on actual usage
Total				Varies on actual usage

*RENOVO will invoice Customer monthly for the total service fee incurred for the preceding month based upon the average amount of compressed data that was stored on RENOVO's data vaults during the preceding month, rounded up to next full **hundredth of a gigabyte**. Invoices are due and payable pursuant to Section 3 of the attached Terms and Conditions. Minimum Monthly fee: \$100.00. Should customer require an Archive Media-Based Restore, restore charges are invoiced as follows. Non emergency, 2 business day turn around plus shipping: \$99 per 1 TB or fraction thereof, plus shipping/delivery charges (billed at actual). Emergency "Rush" delivery: \$2/GB (compressed) or \$1,000 per TB (whichever is less) plus any applicable shipping/handling and media acquisition charges (\$200/minimum).

1 PRIVACY

RENOVO hereby warrants that all data will be protected in compliance with all federal and state privacy laws including, but not limited to the Gramm-Leach-Bliley Act. RENOVO further warrants that both Customer data and that of Customer's patrons will not be sold, transferred or used in any manner not specifically provided for in this Agreement.

2 LIMITED WARRANTY

RENOVO warrants that it (i) has the right and has obtained all necessary corporate approvals to enter into this Agreement (ii) is validly existing and in good standing, and is qualified to do

business, in each jurisdiction where it will conduct business under this Agreement and (iii) is and shall continue to remain in compliance with all applicable laws and regulations. RENOVO warrants that, once the initial backup has successfully completed, the Basic Service provided by RENOVO will conform to the specifications set forth in the ORBS Service Description which is attached to this Agreement as Addendum A. RENOVO further warrants that the ORBS Service will successfully back-up Customer's data so that Customer will have access to the most recently stored data in a usable form. The Initial Backup is defined as the first full backup to be performed utilizing the RENOVO solution.

EXCEPT FOR THIS WARRANTY, RENOVO DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE RENOVO SERVICE. If Client believes that the ORBS Service does not conform to the warranty described above, contact Customer Service at customercare@renovodata.com. Except in the event of a violation of Section 5 (Privacy) or RENOVO's loss of or rendering Customer's data unusable, RENOVO's exclusive liability and Customer's sole remedy for breach of this limited warranty shall be either re-performance of the specific service component which failed, free of charge or, at Customer's sole discretion, refund of any fees paid by Customer for the period in which the specific service component failed to conform to this limited warranty.

3 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING OUT OF SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Neither party shall be liable if certain acts beyond its control prevent it from fulfilling its obligations under this Agreement. These acts include any act of God, war, fire, riots, acts of government, natural disaster, failure of Customer's internet server provider or viruses in Customer's software.

4 OWNERSHIP WARRANTY

Customer warrants that Customer is the owner or legal custodian of the data transmitted to RENOVO pursuant to the terms of this Agreement and that Customer has full authority to transmit said data and direct its disposition in accordance with the terms of this Agreement. Upon termination of this Agreement, RENOVO will either (A) issue a Certified Letter of Destruction that is in compliance with governmental regulations or (B) migrate data to DVD or form of media of Customer's choosing. The charges associated with option B are defined in Addendum B – Media Based Restores.

5 CONFIDENTIALITY

The parties agree to handle the Confidential Information of the other party in accordance with the Reciprocal Non-Disclosure Agreement dated June 1, 2007 between the parties, as may be

amended from time to time (the "NDA"). Notwithstanding the earlier expiration or termination of the NDA, the parties acknowledge and agree that the provisions of the NDA will continue to apply to Confidential Information (as defined in the NDA) disclosed in connection with this Agreement. Customer is provided with encryption keys enabling Customer to access or recover Customer's backup data. Loss of this key will prevent Customer from accessing their data. If such a loss occurs, Customer should immediately contact RENOVO at customercare@renovodata.com to set up new encryption keys through procedures designed to protect Customer. There will be reasonable fees, which shall not exceed \$500.00, incurred by Customer in this key recovery process.

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, or 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 handled 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 \$7200.00, except as outlined in Section II(C) above. The compensation for services performed shall be based upon \$8/GB Online, \$4/GB BLM, and \$.80/GB Archive based on Compressed GBs.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of 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

RenovoData Technical Support 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 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 "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, 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 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 the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, 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.

X Fewer than 100 employees.

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. 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.

O. Key Personnel

All of the individuals identified in Exhibit "C" 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 "C", 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.

P. 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.

Q. 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 Renovo Data in order for Consultant to complete the Work.

B. County’s Representative

Renovo Data 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 five (5) 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.

XIII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Angelo Sanders for the County and Renovo Data technical support: support@renovodata.com 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:

County Manager
Cherokee County Board of Commissioners
90 North Street, Suite 310
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Customercare@renovodata.com
c/o Charles Cook
Renovo Data, Inc.
2221 Peachtree Rd, Suite D-506
Atlanta, GA 30305
Ph: 404-846-6044

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: Charles Cook
Its: President _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:



Witness

Notary Public

[NOTARY SEALS EXPIRES
GEORGIA
MARCH 2, 2013
My Commission Expires: MARCH 2, 2013
FULTON COUNTY, GEORGIA]

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 applicable 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.

461591
EEV / Basic Pilot Program User Identification Number

Chh Cole
BY: Authorized Officer or Agent Date
(Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

Charles Cole
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
9TH DAY OF NOVEMBER, 2011

[Signature]
Notary Public
My Commission Expires: MARCH 2, 2013

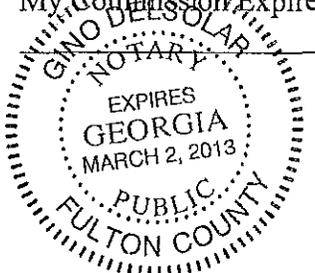


EXHIBIT "B"

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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

461591

EEV / Basic Pilot Program User Identification Number

Charles Cook

BY: Authorized Officer or Agent Date
(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Charles Cook

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

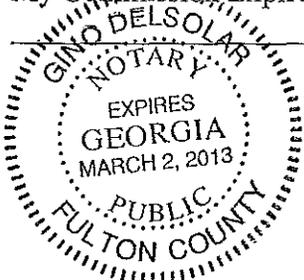
BEFORE ME ON THIS THE

9TH DAY OF NOVEMBER, 2008

[Signature]

Notary Public

My Commission Expires: MARCH 2, 2013





2.3

Cherokee County, Georgia
Agenda Request Form

MEETING DATE: December 6, 2011

SUBJECT: Inmate Medical Services for the Cherokee County Adult Detention Center

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

Renewal of contract with Correct Health of Stockbridge, Georgia for the following: Provide Medical services to the inmates of the Cherokee Sheriff's Office Adult Detention Center.

FACTS AND ISSUES: Correct Health was awarded the contract to provide medical services to inmates last year. They have agreed to provide the same level of care at no increase to the county for the next 9 months. The rate for Correct Health is \$145,574.10 per month with a per diem rate of \$2.30 for each inmate over 600.

BUDGET: (If applicable)

Budgeted Amount:	\$ _____	Account Name: <u>Professional Services</u>
Amount Encumbered	\$ _____	Account #: <u>1,3420,000-52.1260</u>
Amount Spent to Date:	\$ _____	
Amount Requested	<u>\$1,310,166.90</u>	
Remaining Budget	\$ _____	
Budget Adjustment Necessary:	_____	

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)

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "COUNTY") and CORRECTHEALTH CHEROKEE, LLC (hereinafter referred to as "COMPANY"), is entered into as of the _____ day of _____, 2011 to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Cherokee County Adult Detention Center (hereinafter called "ADULT DETENTION CENTER") and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY, which receives funding as approved by the Cherokee County Board of Commissioners, desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the ADULT DETENTION CENTER. This care is to be delivered to individuals under the custody and control of the COUNTY at the ADULT DETENTION CENTER, and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.
- 1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, mental health, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, emergency medical care, emergency ambulance services when medically necessary, medical records management,

pharmacy/prescription supply and services management, administrative support services, and other services, all as more specifically describes herein.

- 1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the ADULT DETENTION CENTER, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.
- 1.4 Emergency Services. COMPANY shall provide, at its own cost, emergency medical care, as medically necessary.
- 1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the ADULT DETENTION CENTER for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the ADULT DETENTION CENTER. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY ADULT DETENTION CENTER personnel, so that the inmate can reasonably be housed inside the ADULT DETENTION CENTER.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the ADULT DETENTION CENTER prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

- 1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of

the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

- 1.7 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the COUNTY. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.
- 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services COMPANY is obligated to pay under this Agreement, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the ADULT DETENTION CENTER, as identified on Exhibit A, which is attached hereto.
- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed,

certified or registered, in their respective areas of expertise as required by applicable Georgia law.

- 2.3 COUNTY's Satisfaction with Health Care Personnel. If the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.
- 2.4 Use of COUNTY Personnel and Inmates in the Provision of Health Care Services. COUNTY personnel nor inmates shall be employed or otherwise engaged by either COMPANY or COUNTY in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.
- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.
- 3.2 Regular Reports by COMPANY to COUNTY. COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.
- 3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.
- 3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care

services to Inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

- 3.5 COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY's request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

- 4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and ADULT DETENTION CENTER personnel, consistent with the correctional setting. ADULT DETENTION CENTER personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in anyway whatsoever.
- 4.2 Security During Transportation Off-Site. The COUNTY, by and through the Cherokee County Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of

any inmate between the ADULT DETENTION CENTER and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 **General.** COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line(s) in the medical area, and secured high-speed / DSL Internet access for the sole and exclusive use by medical staff.

COUNTY will pay for the utilities (gas, electric, water, phone lines, long distance telephone service, high-speed / DSL Internet access, etc.). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

COMPANY will provide all medical and office supplies used in the healthcare delivery system administered at the ADULT DETENTION CENTER. This includes medical supplies, medical records, office supplies, and forms.

COMPANY will also provide for all non-capital medical equipment (i.e. less than \$500). COUNTY will be responsible for any capital medical equipment (i.e. more than \$500).

- 5.2 **Delivery of Possession.** COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the ADULT DETENTION CENTER's health care unit. At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the ADULT DETENTION CENTER's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the ADULT DETENTION CENTER, for proper acceptance. At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 **Initial Term.** The initial term of this Agreement will be **January 1, 2012 through September 30, 2012**. This Agreement is renewable under like terms for an additional two (2) years, subject to negotiation of the service component and agreed-upon compensation adjustments, including CPI-W adjustment, unless

either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

- 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon sixty (60) days prior written notice in accordance with Section 9.3 this Agreement.
- 6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the ADULT DETENTION CENTER, will be transferred from COMPANY to COUNTY.

ARTICLE VII: COMPENSATION

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY **\$145,574.10** per month. This compensation level assumes a maximum inmate population of **600** inmates.

COMPANY will invoice COUNTY during the month prior to the month of service. COUNTY agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.2 Per Diem. COUNTY agrees to compensate COMPANY **\$2.30** per inmate per day with the daily inmate census exceeds **600**.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population of **600** inmates per day. If the census increases to 700 and is sustained, the parties agree to negotiate in good faith for additional staffing and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY's Proposal and this Agreement.

7.3 Inmates From Other Jurisdictions. Medical care rendered within the ADULT DETENTION CENTER to inmates from jurisdictions outside the COUNTY, and housed in the ADULT DETENTION CENTER pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the ADULT DETENTION CENTER will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the ADULT DETENTION CENTER on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the ADULT DETENTION CENTER. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.

7.4 Catastrophic Limits. The COMPANY shall be responsible for payment of all costs and expenses associated with the provision of off-site health care services, up to a maximum of \$15,000 per inmate per contract year. COUNTY shall directly reimburse the off-site health care and COMPANY will reimburse the COUNTY, up to the \$15,000 per inmate per contact year maximum.

7.5 Compensation Escalator. Beginning October 1, 2012 and for any succeeding twelve (12) month period, the Compensation paid to COMPANY, as specified in Section 7.1 and 7.2, will be negotiated with the COUNTY. Any such increase will not exceed the percentage increase of the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States.

The resultant percentage increase shall be multiplied by the annual Base Compensation and the Per Diem Rate to determine the subsequent annual Base Compensation and subsequent Per Diem Rate for the succeeding twelve (12) month period.

This CPI-W adjustment shall be reflected in the billing for any contract renewal period. COMPANY shall provide COUNTY with written notice of any such proposed increase prior to the expiration of the term in effect at that time.

7.6 Change in Standard of Care or Scope in Services. The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or

regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.

- 7.7 Late Payments. The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.
- 8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY's obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in any way whatsoever.
- 8.3 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 COMPANY provides evidence on COUNTY-provided forms that COMPANY and its 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 COMPANY's verification process to determine that the verification was correct and complete. COMPANY 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 COMPANY does not employ unauthorized aliens on COUNTY contracts. By entering into a contract with the COUNTY, COMPANY agrees to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where COMPANY is found to have employed an unauthorized alien, the County Manager or his/her designee may order COMPANY to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. COMPANY's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and COMPANY 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.

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

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

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

COMPANY'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 COMPANY's affidavit attached as Exhibit "B."

- 8.4 **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.

COMPANY 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. COMPANY 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. COMPANY shall provide documentation prior to commencing work under this Agreement, in a form acceptable to COUNTY, affirming COMPANY's compliance with this Section.

ARTICLE IX: MISCELLANEOUS

- 9.1 **Independent Contractor Status.** The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to inmates at the ADULT DETENTION CENTER under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer - employee relationship, or a joint venture relationship between the parties.
- 9.2 **Court Appearance by COMPANY Employees.** In the event COMPANY's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement. COUNTY shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.
- 9.3 **Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

(a) COUNTY:

(b) COMPANY: CorrectHealth Cherokee, LLC
ATTN: Carlo A. Musso, M.D.
9020 Peridot Parkway
Stockbridge, GA 30281

Notices shall be effective upon receipt regardless of the form used.

- 9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.7 Other contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the ADULT DETENTION CENTER. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.
- 9.10 Time of Essence. Time is and shall be of the essence of this Agreement.

- 9.11 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 9.14 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

CHEROKEE COUNTY ("COUNTY")

By: _____
 Title: _____
 Print Name: _____
 Date: _____

Witness: _____

CORRECTHEALTH CHEROKEE, LLC ("COMPANY")

By: Stacy M. Blackman
 Title: General Counsel
 Print Name: Stacy M. Blackman
 Date: 11-01-11

Witness: Dawn H. [Signature]

EXHIBIT A – STAFFING

AVERAGE INMATE POPULATION - 600	FTE	HOURS PER WEEK
Administration		
<i>Medical Director</i>	0.20	8
<i>Midlevel Provider (Nurse Practitioner or Physician Assistant)</i>	0.30	12
<i>Health Services Administrator</i>	1.00	40
<i>Director of Nursing</i>	1.00	40
<i>Administrative Assistant</i>	1.00	40
Clinical Staff		
<i>RN Supervisor</i>	1.40	56
<i>LPN - Days</i>	3.80	152
<i>LPN - Evenings</i>	2.80	112
<i>LPN - Nights</i>	1.40	56
<i>CMA - Nights</i>	1.40	56
Mental Health Staff		
<i>Psychiatrist</i>	0.175	7
<i>Mental Health Professional</i>	1.00	40
Dental		
<i>Dentist</i>	0.25	10
<i>Dental Assistant</i>	0.30	12
Medical Records		
<i>Medical Records Technician</i>	1.00	40
TOTAL STAFFING	17.025	681

EXHIBIT B – AFFIDAVIT

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, CORRECTHEALTH CHEROKEE, LLC 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." CORRECTHEALTH CHEROKEE, LLC 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.

SBLA4657

EEV / Basic Pilot Program User Identification Number

Stacy M. Blackman

BY: Authorized Officer or Agent Date

CORRECTHEALTH CHEROKEE, LLC

GENERAL COUNSEL

Title of Authorized Officer or Agent of Contractor

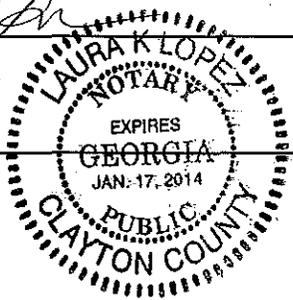
STACY M. BLACKMAN

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
13th DAY OF November, 2011

Laura K. Lopen
Notary Public

My Commission Expires: _____



**Cherokee County, Georgia
Agenda Request**

SUBJECT: Officiating and Refereeing Services for the CYB Program
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: 12/6/11

COMMISSION ACTION REQUESTED:

Requesting Acceptance of Proposals and Approval of Contracts with Cherokee County Officials Association and Georgia Basketball Officials Association to provide officiating and refereeing services for the 2011-2012 CYB program.

FACTS AND ISSUES:

Three proposals were received and reviewed by Procurement and CRPA staff. They were scored on conformance to the RFP guidelines, experience and qualifications of key personnel, cost to Cherokee County, method of approach and agreement to the county's Professional Services Agreement. Additionally, each proposer was invited to a meeting with the volunteer gym directors, who will be supervising the individual gyms during the program, where each one gave a presentation about their association including number and experience of officials, training programs, etc.

All three proposals were equal on price but there were two clear top choices on the other criteria, Cherokee County Officials Association (CCOA) and Georgia Basketball Officials Association (GBOA). Based on consultation with the volunteer gym directors, staff recommends splitting the award among the top two proposers because we have 23 gyms that will host games throughout the season. We do not believe that either proposer can adequately supply quality officials to cover that many games. We feel the league will be better served by splitting the award. Therefore, staff recommends awarding the contract for 12 gyms to CCOA and 11 gyms to GBOA. Staff consulted with the gym directors and when possible honored their requests for the specific association. The CRPA advisory board heard the staff recommendation at their 11/16/11 meeting and voted 4-0 to approve the recommendation.

Each association has provided Cherokee County with a signed affidavit and E-Verify number. Each association has signed the county's standard Professional Services Agreement.

BUDGET:

Budgeted Amount: _____
Amount Encumbered: _____
Amount Spent to Date: _____
Amount Requested: _____
Remaining Budget: _____

Account Name: _____
Account #: _____

Budget Adjustment Necessary: Yes _____ No _____
(Attach Budget Amendment Form)

If yes, how much \$ _____

ADMINISTRATIVE RECOMMENDATION:

Acceptance of Proposals and Approval of Contracts with Cherokee County Officials Association and Georgia Basketball Officials Association to provide officiating and refereeing services for the 2011-2012 CYB program.

SIGNATURES TO FOLLOW

REVIEWED BY:

DEPARTMENT HEAD:

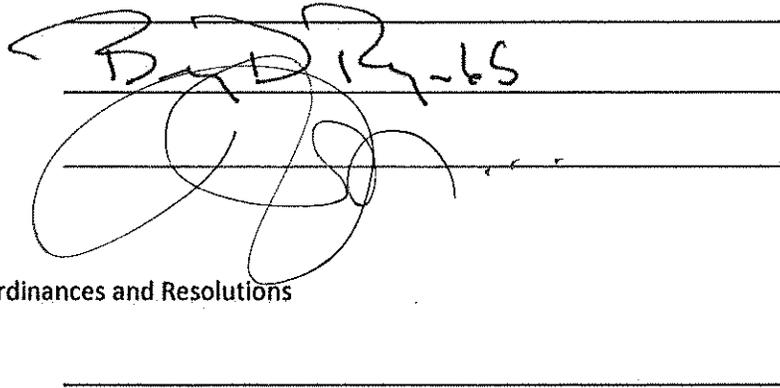
AGENCY DIRECTOR:

COUNTY MANAGER:

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY:





Cherokee County Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

Professional Services Agreement For Youth Basketball Officiating and Referee Services

Award Date: December 6, 2011

**Consultant: Cherokee County Officials Association
Telephone: 770-479-5994**

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 7th day of December, 2011**, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **Cherokee County Officials Association** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as **Youth Basketball Officiating and Referee Services** (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;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Work to be completed under this Agreement (the "Work") can generally be described as **Youth Basketball Officiating and Referee Services**, as more specifically described in the County's Request for Proposals number 2011-36 and the Consultant's proposal in answer to Request for Proposals number 2011-36.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of **Youth Basketball Officiating and Referee Services**, the pricing and scope of which is more specifically described, respectively, in Exhibits C and D, attached hereto and incorporated by reference.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services and provide its products 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 Initial Term shall be for one (1) calendar year, with two (2) each one (1)-year extensions if the Parties mutually agree in writing no later than thirty (30) calendar days prior to the expiration of the Initial Term or each relevant extension of the Initial Term.

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 products delivered or services provided upon certification by the County that the products were actually delivered or services were actually performed in accordance with the Agreement. Compensation for services performed and products delivered shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and products delivered. 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, or 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 handled through change orders as described in Section II above. The County shall pay the Consultant within forty-five (45) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for products delivered or services provided shall not, in any case, exceed **the unit costs further described in Exhibit C, attached hereto and incorporated by reference**, except as outlined in Section II(C) above. The compensation for services performed or products delivered shall be based upon the proposal submitted by Consultant and shall be paid as the Work progresses.

C. There are no reimbursements for costs to the Consultant included in this Agreement.

IV. COVENANTS OF CONSULTANT

A. **Expertise of 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

Ty Adams, Sr. 770-479-5994, 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 "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, 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 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 the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, 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.

Jy Adams, SRI

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. 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.

O. Key Personnel

All of the individuals identified in Exhibit "E" 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 "E", 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.

P. 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.

Q. 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 to the property and site of the proposed Project for Consultant in order for Consultant to complete the Work.

B. County's Representative

Jay Worley, telephone: 770-924-7768, email address: jworley@cherokeega.com, 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 five (5) 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 Jay Worley for the County and Ty Adams Sr. 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:

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

NOTICE TO THE CONSULTANT shall be sent to:

Ty Adams Sr.
Cherokee County Officials Association
1313 Bart Manous Rd.
Canton, GA 30115

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:
Name???**

CCOA

By: _____
Ty Adams, Sr

Its: _____

[CORPORATE SEAL]

**SIGNED, SEALED, AND DELIVERED
in the presence of:**

L. Camille Thomas

Witness

L. Camille Thomas

Notary Public

[NOTARY SEAL]

My Commission Expires:

NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCTOBER 7, 2012

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.

465306

EEV / Basic Pilot Program User Identification Number

CCOA Ty Adams, Sr.

BY: Authorized Officer or Agent Date

(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Ty Adams, SR.

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

21 DAY OF November, 2008

J. Camille Thomas

Notary Public

My Commission Expires:

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 7, 2012

EXHIBIT "C"

PRICE LIST

2 Man Crews: \$20 per official per game

OR

3 Man Crews: \$20 per floor official + \$10 for clock official.

EXHIBIT "D"

The Consultant will provide Youth Basketball Officiating and Referee Services, as more specifically described in the County's Request for Proposals number 2011-36 and the Consultant's proposal in answer to Request for Proposals number 2011-36 for the following locations, attached hereto and incorporated by reference.

Ball Ground Elementary School Gymnasium
Canton Elementary School Gymnasium
Free Home Elementary School Gymnasium
Hasty Elementary School Gymnasium
Mountain Road Elementary School Gymnasium
Macedonia Elementary School Gymnasium
R.M. Moore Elementary School Gymnasium
Woodstock Elementary School Gymnasium
Tippens Elementary School Gymnasium
Cherokee Charter Academy Gymnasium
Strictly Volleyball Gymnasium
Trinity Church Gymnasium

CHEROKEE COUNTY OFFICIALS ASSOCIATION

Cherokee County Officials Association Proposal

for

Officiating and Referee Services

For the

Cherokee Youth Basketball Program

RFP #2011-36

October 12, 2011

1:00 PM

Fee Proposal

2 Man Crew: \$20.00 per official per game + [REDACTED] /MMW

Total: \$40.00 /MMW per game/hour

3 Man Crew: \$20.00 per floor official per game + \$10.00 clock official + [REDACTED] /MMW

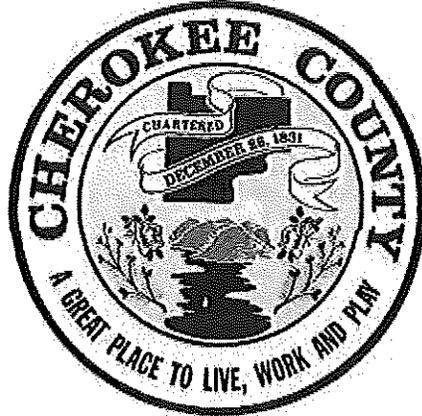
Total: \$50.00 /MMW per game/hour

Ty Adams Sr.
Ty Adams Sr. President

Phone # 770-479-5994

Todd Adams Vice President

Phone # 678-467-9078



REQUEST FOR PROPOSALS
FOR
OFFICIATING AND REFEREE SERVICES
FOR THE
CHEROKEE YOUTH BASKETBALL PROGRAM

RFP #2011-36

PROPOSAL DUE DATE: OCTOBER 12, 2011
BY 1:00PM, LOCAL TIME

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

REQUEST FOR PROPOSALS
RFP# 2011-36

OFFICIATING AND REFEREE SERVICES
FOR THE
CHEROKEE YOUTH BASKETBALL PROGRAM

1. INTRODUCTION

- 1.1 BACKGROUND: Cherokee County is a rural/suburban county with a population of approximately 215,000+/- located 35 miles north of the City of Atlanta, Georgia. With an estimated 50% growth in population between the 2000 Census and the 2010 Census, Cherokee County is one of the fastest growing counties in the nation.
- 1.2 PURPOSE: The Cherokee County Board of Commissioners' mission is to provide a "Superior Quality of Life" for its residents by preserving the beauty, unique character and desirability of the community where we live, work and play. Therefore, the Cherokee County Board of Commissioners invites interested and qualified parties to submit a proposal responsive to the requirements outlined in this Request for Proposals (RFP) to provide officiating, timekeeping and referee services for the Cherokee Youth Basketball Program.
- 1.3 TIMING OF PROPOSALS: Any questions relating to this RFP shall be sent in writing to Greg Dodgen, Director of Procurement and Risk Management, via e-mail to gdodgen@cherokeega.com. The deadline for any questions is Monday, October 3, 2011 at 5:00 P.M. local time. Answers to questions will be posted to the County's website, www.cherokeega.com, via formal addendum to this RFP no later than Thursday, October 6, 2011 at 5:00 P.M. local time. Proposals will be received by the Procurement and Risk Management Department, located at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for submission of proposals is 1:00 P.M. on Wednesday, October 12, 2011. Late proposals will not be accepted, and it is the responsibility of the interested party to deliver the proposal in time. The proposals will be acknowledged, but there will not be a determination of award at this time. A recommendation to the Cherokee County Board of Commissioners for award will be made by County staff on the basis of the criteria outlined in this RFP document. The County may, at its option, select up to three Consultants to whom this project may be awarded. The County reserves the right to reject any or all proposals, to waive technicalities and to make an award that is deemed to be in the best interest of the County.

2. SCOPE OF WORK

The Cherokee Youth Basketball program is expected to include approximately 3,500 children from local schools and could encompass approximately 2,300 to 2,800 separate games over the course of the season. The games will be held primarily on Friday nights and full days on Saturdays, with some Thursday and Sunday games anticipated during the

regular season. At the end of the regular season there may be multiple weekdays on which games are held in order to provide a successful championship race for the youth.

The Consultant is expected to provide officials that are competent and familiar with, and operate within, GHSA and National Federation basketball rules plus local supplements. The County expects that a typical game would involve 2 officials from the Consultant's organization. The County requires a maximum of no more than 5 games in any one-day period by a 2-person crew of officials. The County will also consider a 3-person crew rotating between referee and scoreboard/timekeeping duties which will allow those officials from the Consultants organization to officiate more than 5 games in one day. In the event of a double-header between the same 2 competing youth teams, the County requires that the same set of officials be in attendance to officiate both games.

There will be a minimum of one training meeting per month, for which attendance will be mandatory for the Consultant's officials. The County expects the officials to attend these meetings at no charge. The County will also have an open invitation to attend these training meeting to address any concerns directly. The Cherokee County Recreation and Parks Agency ("CRPA") will be the final authority, as the season is underway, on any disputes, concerns or conflicts that involve the Consultant's officials, and CRPA will, at its discretion and sole option, reserve the right to require staffing changes from the Consultant if necessary.

The Consultant's key personnel and staff for the Youth Basketball program will be required to pass a background check by Southeast Securities Consultants (SSCI) at their own cost, and no individuals with prior felonies or sex offender crimes will be allowed to serve as the Consultant's key personnel or staff for the Youth Basketball program. All independent contractors (officials) for the Consultant must pass a background check provided by their organization or by CRPA at their own cost. The Consultant must provide written verification stating background checks are conducted annually to CRPA. All members of the Consultant's staff will abide by the Cherokee County Ethics and Performance guidelines as well as all applicable laws, and other statutory requirements in place for personnel operating a facility of this nature. All members of the Consultant's staff will abide by all Cherokee County ordinances and the facility will operate at all times in compliance with all Cherokee County ordinances.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Provide one (1) original and five (5) copies of the proposal package to include, at minimum, the following requirements. Proposals will be generated via word processor or typewriter and will be signed in ink.

- 3.1 Provide a description of the experience of your organization in the provision of officiating and referee services to programs of a similar size and scope over the past five years.

- 3.2 Provide an organizational chart describing all key personnel, their roles, and the specific contributions that you expect them to make as part of your proposal. Include details for qualifications, professional certifications, athletic achievements, etc.
- 3.3 Provide a written method of approach to describe how you manage the staffing, scheduling, officiating, timekeeping, referee duties and other necessary services related to officiating of a Youth Basketball program. This method of approach shall include, but not be limited to: staffing plans, game attendance schedules and contingency plans, attendance at management or planning meetings outside of scheduled games, etc. Include, as applicable, examples of programs of similar size and scope to show how your firm has executed your approach with previous customers/clients.
- 3.4 In a separate sealed envelope identified with the RFP number, title and date of proposal, company name and notation of "Fee Proposal", provide your proposed schedule of fees for services, on an hourly basis per official per game, for services to be provided to the Cherokee Youth Basketball program.
- 3.5 Include any other details of operation that you think are important for the County's consideration.
- 3.7 Provide a list of at least 5 references, including phone numbers, addresses, e-mail addresses, etc., that have worked with you and your staff in similarly sized programs with a similar scope.

4. PROPOSAL WEIGHTING AND SELECTION CRITERIA

4.1	Conformance with guidelines of the RFP:	10 Points
4.2	Experience and qualifications of key personnel:	15 Points
4.3	Cost to Cherokee County:	40 Points
4.4	Method of approach:	25 Points
4.5	Agreement to Professional Services Agreement:	<u>10 Points</u>
	TOTAL:	100 Points

5. INSURANCE REQUIREMENTS

Insurance coverage levels are set forth in the Professional Service Agreement, Exhibit B, attached hereto. These coverage levels will be maintained, at minimum, for the duration of the agreement by the consultant.

- 6. All costs, risks, and efforts expended by the Consultant in preparation of the Consultant's Proposal are at the Consultant's expense.

Exhibit A: Proposal Form

Company Name: _____

Hourly Rate per Official: _____

EXHIBIT B

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
PROFESSIONAL SERVICES AGREEMENT**

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Proposal to be non-responsive and the Consultant to be non-responsible, and that the County may fully reject the Proposal and select another Consultant based upon the noted or described exceptions and/or qualifications hereto.

Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

I CERTIFY that the above information is true and correct and is applicable to the Proposal for this Project.

Signed: Ly Adams, Sr.

(SEAL, REQUIRED IF CORPORATION)

THIS FORM TO BE NOTARIZED.

This 10 day of October, 2011.

NOTARY AND WITNESS: County of Cherokee State of GA

Notary Public: [Signature] (SEAL, REQUIRED)

Witness: _____

Notary Public, Cherokee County, Georgia
My Commission Expires November 15, 2012

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.1 Description of Experience

- Cherokee County Officials Association (CCOA) has been in existence for over 30 years.
- CCOA has officiated basketball games on the elementary, middle and high school levels.
- CCOA has officiated games in the following leagues:
 - Cherokee County School System
 - Pickens County School System
 - Pickens County Youth Basketball
 - Pickens County Adult Basketball
 - Cherokee County Youth Basketball
 - Cherokee County Adult Open and Church League
 - Crown Athletics
 - American Heritage Academy
 - Crossroads Christian
 - Oak Grove
 - Creekview Junior Grizzlies
 - Sequoyah Junior Chiefs
- CCOA has over 100 officials with most having 10 to 30 years experience.
- CCOA works with each organization, individually, to provide the best possible officiating and game control.

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.2A Organizational Chart of Key Personnel, Roles and Contributions

Name	Role	Contribution
Ty Adams Sr. 1313 Bart Manous Rd Canton Ga. 30115 770-479-5994	President	<ol style="list-style-type: none"> 1. Primary Contact Person 2. Booking Agent 3. Facilitate Meeting 4. Officials Observer
Todd Adams 1880 Thomas Rd. Canton Ga. 30115 678-467-9078	Vice President	<ol style="list-style-type: none"> 1. Secondary Contact Person 2. Explanation and Execution of Rules 3. Chief Official 4. Lead Training Instructor 5. Officials Observe
Terry Adams	Vice President	<ol style="list-style-type: none"> 1. Secondary Contact Person 2. Explanation and Execution of Rules 3. Training Supervisor 4. Chief Official 5. Officials Observe
Betty Adams	Treasurer	<ol style="list-style-type: none"> 1. Accounts Payable and Accounts Receivable
Taylor Smith	Secretary	<ol style="list-style-type: none"> 1. Meeting Minutes 2. Drafting Forms 3. Keeping Records

Advisory Board

1. Gary Gloer, Senior Official
2. Jesse Price, Senior Official
3. David Hampton, Senior Official
4. Marice Gates, Senior Official
5. Terry Adams, VP
6. Todd Adams, VP
7. Ty Adams, Sr., P

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.2B Qualifications, Professional Certifications and Athletic Achievements

Ty Adams, Sr. President

- 30 years experience president and booking agent of CCOA
- Played baseball, basketball and football at Canton High School
- Scholarship offered from University of Georgia
- Scholarship offered from Georgia Teachers (presently Georgia Southern)
- Played baseball and basketball on scholarship at Georgia Teachers
- Played baseball and basketball at West Georgia College
- All-American, All-State and Jr. College All-Star in basketball at West Georgia College
- Coached baseball at Pickens High School
- Offered Pro-baseball contract by St. Louis Cardinals and Milwaukee
- Began officiating basketball in 1956 with Georgia High School
- Began officiating with Cherokee Basketball Official Association (CBOA) in 1959
- Chosen Region Referee, Christmas Tournament Referee and State Referee for CBOA
- 38 years experience in coaching Little League baseball
- 21 years State President for Georgia Dizzy Dean
- Charter Member in founding CCYB
- Inducted into Cherokee County Sports Hall of Fame in 2007
- Lifetime certified official in GHSA for basketball

Todd Adams Vice President

- Played basketball for Hickory Flat Elementary; Member of 8th grade county champion team
- Member of multiple Canton Little League, Youth Football and Dizzy Dean championship teams
- Member of 3-time Dizzy Dean baseball Georgia state champion team
- Played Men's Open and Church league; member of multiple league championship teams.
- Began officiating in 1978
- GHSA certified in 1982
- 33 total years of officiating experience
- Selected as Tournament Referee in middle school tournaments
- 15 years of coaching experience in CCYB
- Director of Hickory Flat in CCYB league
- Coached championship teams for 6 consecutive years in CCYB
- Coached Cherokee Youth Football Association for 5 years
- Coached multiple championship teams in CCYF
- Coach for Cherokee Reds traveling baseball teams
- Coached many local, state and national championship teams for Cherokee Reds

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.2B Continued

Terry Adams Vice President

- 30 years of experience as an official
- 11 years of playing experience in basketball
- 14 years of coaching experience in CCYB
- Volunteered at Ball Ground Elementary for 8 years for CCYB basketball program

Betty Adams Treasurer

- Played basketball for Harlem High School
- Played basketball for Reinhardt College
- Played basketball for Georgia Teachers
- Score keeper for Hickory Flat Elementary basketball team for 20 years
- CCOA Treasurer for 30 years
- 38 years as a volunteer with youth sports in Cherokee County

Taylor Adams Secretary

- Played basketball for CCYB through 6th grade.
- Played basketball at Dean Rusk Middle School
- Voted Most Improved Player in 7th grade
- Played basketball at Sequoyah High School
- Voted Most Valuable Offensive Player in 9th grade
- 4 years experience officiating
- Graduated from the University of Georgia with a Bachelor's Degree in Health Promotion and Behavior

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.3 Management of Staff, Scheduling, Officiating, Timekeeping, Referee Duties, Etc.

STAFFING PLANS

- We will provide qualified officials and timekeepers for CPRA scheduled games.
- CCOA will train officials at training clinics on floor mechanics and GHSA and league rules.
- Testing will be administered to officials after training is complete.
- Officials will call jamboree games for practice purposes.
- Officials are required to attend mandatory monthly meetings to discuss individual observation surveys, improvement suggestions, address other problems or concerns, and any changes.
- All officials will be required to complete and pass a background check.
- All scheduling of officials and timekeepers will be administered by the booking agent or his appointed representative on a weekly basis. Verbal confirmation must be obtained from officials for games to be scheduled.
- CCOA will have ample officials held in reserve for emergency situations.
- If there is a complaint, CCOA Advisory Board will meet to discuss problem and appropriate action will be taken.
- CCOA is willing to abide by CPRA's regulation of allotted games per day for officials and timekeepers.
- Upon acceptance of games, officials must provide a 24 hour cancelation notice barring emergency.
- For the past 20 years, CCOA has officiated these associations:
 - CCYB
 - Crossroads Christian
 - Ranger Athletics
 - Oak Grove Elementary
 - Creekview Junior Grizzlies
 - Sequoyah Junior Chiefs
 - American Heritage Accademy
 - Elementary, Middle and High school
 - Crown Athletics

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.5 Additional Information Deemed Necessary for County's Consideration

- **CCOA has provided quality officiating for both boys and girls youth programs for over 30 years. 90% of our officials are Cherokee County residents, many of whom have played and/or coached in CCYB. Our association has a high standard of honesty and other morals in addition to our professional presentation. Lastly, our association is based on and founded by our family which has dedicated a lifetime of service to Cherokee County, and specifically to Cherokee County youth athletics.**

CHEROKEE COUNTY OFFICIALS ASSOCIATION

3.7 References

1. **Ron Lee**
 - a. Cherokee County Youth Basketball
 - b. 770-313-4308
 - c. ron.lee@oit.gatech.edu
2. **Brian Hightower**
 - a. Cherokee County School System
 - b. 770-479-1871
 - c. brian.hightower@cherokee.k12.ga.us
3. **Chris Camp**
 - a. Crown Athletics
 - b. 678-576-1969
 - c. ccamp@namb.net
4. **Dennis Denny**
 - a. Creekview Junior Grizzlies
 - b. 770-894-7320
 - c. dennis.denny@gtri.gatech.edu
5. **Lane Sims**
 - a. American Heritage Academy
 - b. 678-794-0029
 - c. lsims@ahacademy.com
6. **Keith Satterfield**
 - a. Sequoyah Junior Chiefs
 - b. 678-848-6109
 - c. satterfields@windsteam.net
7. **Chip Ray**
 - a. Crossroads Christian
 - b. 770-479-7638
 - c. Email address
8. **Jennifer McCallister**
 - a. Ranger Athletics
 - b. 404-326-4603
 - c. jennimacv@gmail.com

CHEROKEE COUNTY OFFICIALS ASSOCIATION

5.1 Insurance Requirements

- CCOA will comply with the insurance coverage levels set forth in the Professional Service Agreement, Exhibit B.

EXHIBIT D

CERTIFICATION OF REVIEW AND ACCEPTANCE OF PROFESSIONAL SERVICES AGREEMENT

PROPOSER'S NAME: Ly Adams, Jr

THE UNDERSIGNED CERTIFIES, in preparing my Proposal for this Project, that I have read the referenced Professional Services Agreement between Cherokee County and the Consultant and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Professional Services Agreement. Therefore, I hereby make the following sworn statement:

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

JA

I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Professional Services Agreement, and if and upon award of the Contract for this Project will promptly execute and furnish all required statements, Exhibits and insurance.

JA

I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Professional Services Agreement, BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS to the execution and the furnishing of all required statements, Exhibits and insurance, if and upon award of the Contract for this Project, as listed, noted or described below, or on other supporting documentation as identified below:

Proposers may provide additional sheets to supplement this page, if necessary, for the certification written on their own letterhead, but all information required shall be included on the certification and properly notarized.



Cherokee County Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

Professional Services Agreement For Youth Basketball Officiating and Referee Services

Award Date: December 6, 2011

Consultant: Georgia Basketball Officials Association
Telephone: 404-943-9950

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 7th day of December, 2011**, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **Georgia Basketball Officials Association** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as **Youth Basketball Officiating and Referee Services** (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;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Work to be completed under this Agreement (the "Work") can generally be described as **Youth Basketball Officiating and Referee Services**, as more specifically described in the County's Request for Proposals number 2011-36 and the Consultant's proposal in answer to Request for Proposals number 2011-36.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of **Youth Basketball Officiating and Referee Services**, the pricing and scope of which is more specifically described, respectively, in Exhibits C and D, attached hereto and incorporated by reference.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services and provide its products 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 Initial Term shall be for one (1) calendar year, with two (2) each one (1)-year extensions if the Parties mutually agree in writing no later than thirty (30) calendar days prior to the expiration of the Initial Term or each relevant extension of the Initial Term.

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 products delivered or services provided upon certification by the County that the products were actually delivered or services were actually performed in accordance with the Agreement. Compensation for services performed and products delivered shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and products delivered. 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, or 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 handled through change orders as described in Section II above. The County shall pay the Consultant within forty-five (45) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for products delivered or services provided shall not, in any case, exceed **the unit costs further described in Exhibit C, attached hereto and incorporated by reference**, except as outlined in Section II(C) above. The compensation for services performed or products delivered shall be based upon the proposal submitted by Consultant and shall be paid as the Work progresses.

C. There are no reimbursements for costs to the Consultant included in this Agreement.

IV. COVENANTS OF CONSULTANT

A. **Expertise of 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

Jim Pepper, 404-943-9950, 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 "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, 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 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 the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, 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. *DP*

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. 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.

O. Key Personnel

All of the individuals identified in Exhibit "E" 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 "E", 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.

P. 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.

Q. 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 to the property and site of the proposed Project for Consultant in order for Consultant to complete the Work.

B. County’s Representative

Jay Worley, telephone: 770-924-7768, email address: jworley@cherokeega.com, 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 five (5) 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 **Jay Worley** for the County and **Jim Pepper** 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:

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

NOTICE TO THE CONSULTANT shall be sent to:

GBOA c/o Jim Pepper
P.O. Box 28570
Atlanta, GA 30358

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:
Name???

Georgia Basketball Officials Assoc

By: [Signature]

Its: EXEC DIRECTOR

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

L. Camille Thomas

Witness

L. Camille Thomas

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 7, 2012

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 applicable 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.

JPEP5986

EEV / Basic Pilot Program User Identification Number

[Signature]
BY: Authorized Officer or Agent Date
(Contractor Name)

EXEC DIRECTOR

Title of Authorized Officer or Agent of Contractor

JAMES M. POPPER

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30 DAY OF November, 2011

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 7, 2012

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 applicable 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 _____, 2011

Notary Public
My Commission Expires:

EXHIBIT "C"

PRICE LIST

2 Man Crews: \$20 per official per game

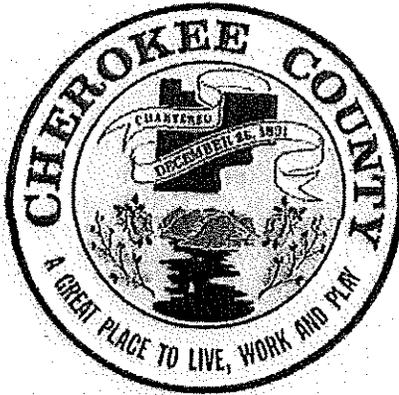
OR

3 Man Crews: \$20 per floor official + \$10 for clock official.

EXHIBIT "D"

The Consultant will provide Youth Basketball Officiating and Referee Services, as more specifically described in the County's Request for Proposals number 2011-36 and the Consultant's proposal in answer to Request for Proposals number 2011-36 for the following locations, attached hereto and incorporated by reference.

Arnold Mill Elementary School Gymnasium
Avery Elementary School Gymnasium
Carmel Elementary School Gymnasium
Sixes Elementary School Gymnasium
Holly Springs Elementary School Gymnasium
Hickory Flat Elementary School Gymnasium
Clayton Elementary School Gymnasium
Knox Elementary School Gymnasium
Liberty Elementary School Gymnasium
Teasley Middle School Gymnasium
South Annex Recreation Center Gymnasium



REQUEST FOR PROPOSALS
FOR
OFFICIATING AND REFEREE SERVICES
FOR THE
CHEROKEE YOUTH BASKETBALL PROGRAM

RFP #2011-36

PROPOSAL DUE DATE: OCTOBER 12, 2011
BY 1:00PM, LOCAL TIME

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

[Handwritten signature]

REQUEST FOR PROPOSALS
RFP# 2011-36

OFFICIATING AND REFEREE SERVICES
FOR THE
CHEROKEE YOUTH BASKETBALL PROGRAM

1. INTRODUCTION

- 1.1 BACKGROUND: Cherokee County is a rural/suburban county with a population of approximately 215,000+/- located 35 miles north of the City of Atlanta, Georgia. With an estimated 50% growth in population between the 2000 Census and the 2010 Census, Cherokee County is one of the fastest growing counties in the nation.
- 1.2 PURPOSE: The Cherokee County Board of Commissioners' mission is to provide a "Superior Quality of Life" for its residents by preserving the beauty, unique character and desirability of the community where we live, work and play. Therefore, the Cherokee County Board of Commissioners invites interested and qualified parties to submit a proposal responsive to the requirements outlined in this Request for Proposals (RFP) to provide officiating, timekeeping and referee services for the Cherokee Youth Basketball Program.
- 1.3 TIMING OF PROPOSALS: Any questions relating to this RFP shall be sent in writing to Greg Dodgen, Director of Procurement and Risk Management, via e-mail to gdodgen@cherokeega.com. The deadline for any questions is Monday, October 3, 2011 at 5:00 P.M. local time. Answers to questions will be posted to the County's website, www.cherokeega.com, via formal addendum to this RFP no later than Thursday, October 6, 2011 at 5:00 P.M. local time. Proposals will be received by the Procurement and Risk Management Department, located at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for submission of proposals is 1:00 P.M. on Wednesday, October 12, 2011. Late proposals will not be accepted, and it is the responsibility of the interested party to deliver the proposal in time. The proposals will be acknowledged, but there will not be a determination of award at this time. A recommendation to the Cherokee County Board of Commissioners for award will be made by County staff on the basis of the criteria outlined in this RFP document. The County may, at its option, select up to three Consultants to whom this project may be awarded. The County reserves the right to reject any or all proposals, to waive technicalities and to make an award that is deemed to be in the best interest of the County.

2. SCOPE OF WORK

The Cherokee Youth Basketball program is expected to include approximately 3,500 children from local schools and could encompass approximately 2,300 to 2,800 separate games over the course of the season. The games will be held primarily on Friday nights and full days on Saturdays, with some Thursday and Sunday games anticipated during the



regular season. At the end of the regular season there may be multiple weekdays on which games are held in order to provide a successful championship race for the youth.

The Consultant is expected to provide officials that are competent and familiar with, and operate within, GHSA and National Federation basketball rules plus local supplements. The County expects that a typical game would involve 2 officials from the Consultant's organization. The County requires a maximum of no more than 5 games in any one-day period by a 2-person crew of officials. The County will also consider a 3-person crew rotating between referee and scoreboard/timekeeping duties which will allow those officials from the Consultants organization to officiate more than 5 games in one day. In the event of a double-header between the same 2 competing youth teams, the County requires that the same set of officials be in attendance to officiate both games.

There will be a minimum of one training meeting per month, for which attendance will be mandatory for the Consultant's officials. The County expects the officials to attend these meetings at no charge. The County will also have an open invitation to attend these training meeting to address any concerns directly. The Cherokee County Recreation and Parks Agency ("CRPA") will be the final authority, as the season is underway, on any disputes, concerns or conflicts that involve the Consultant's officials, and CRPA will, at its discretion and sole option, reserve the right to require staffing changes from the Consultant if necessary.

The Consultant's key personnel and staff for the Youth Basketball program will be required to pass a background check by Southeast Securities Consultants (SSCI) at their own cost, and no individuals with prior felonies or sex offender crimes will be allowed to serve as the Consultant's key personnel or staff for the Youth Basketball program. All independent contractors (officials) for the Consultant must pass a background check provided by their organization or by CRPA at their own cost. The Consultant must provide written verification stating background checks are conducted annually to CRPA. All members of the Consultant's staff will abide by the Cherokee County Ethics and Performance guidelines as well as all applicable laws, and other statutory requirements in place for personnel operating a facility of this nature. All members of the Consultant's staff will abide by all Cherokee County ordinances and the facility will operate at all times in compliance with all Cherokee County ordinances.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Provide one (1) original and five (5) copies of the proposal package to include, at minimum, the following requirements. Proposals will be generated via word processor or typewriter and will be signed in ink.

- 3.1 Provide a description of the experience of your organization in the provision of officiating and referee services to programs of a similar size and scope over the past five years.



- 3.2 Provide an organizational chart describing all key personnel, their roles, and the specific contributions that you expect them to make as part of your proposal. Include details for qualifications, professional certifications, athletic achievements, etc.
- 3.3 Provide a written method of approach to describe how you manage the staffing, scheduling, officiating, timekeeping, referee duties and other necessary services related to officiating of a Youth Basketball program. This method of approach shall include, but not be limited to: staffing plans, game attendance schedules and contingency plans, attendance at management or planning meetings outside of scheduled games, etc. Include, as applicable, examples of programs of similar size and scope to show how your firm has executed your approach with previous customers/clients.
- 3.4 In a separate sealed envelope identified with the RFP number, title and date of proposal, company name and notation of "Fee Proposal", provide your proposed schedule of fees for services, on an hourly basis per official per game, for services to be provided to the Cherokee Youth Basketball program.
- 3.5 Include any other details of operation that you think are important for the County's consideration.
- 3.7 Provide a list of at least 5 references, including phone numbers, addresses, e-mail addresses, etc., that have worked with you and your staff in similarly sized programs with a similar scope.

4. PROPOSAL WEIGHTING AND SELECTION CRITERIA

4.1	Conformance with guidelines of the RFP:	10 Points
4.2	Experience and qualifications of key personnel:	15 Points
4.3	Cost to Cherokee County:	40 Points
4.4	Method of approach:	25 Points
4.5	Agreement to Professional Services Agreement:	<u>10 Points</u>
	TOTAL:	100 Points

5. INSURANCE REQUIREMENTS

Insurance coverage levels are set forth in the Professional Service Agreement, Exhibit B, attached hereto. These coverage levels will be maintained, at minimum, for the duration of the agreement by the consultant.

- 6. All costs, risks, and efforts expended by the Consultant in preparation of the Consultant's Proposal are at the Consultant's expense.

Exhibit A: Proposal Form

Company Name: GEORGIA BASKETBALL OFFICIALS ASSOCIATION, INC

Hourly Rate per Official: \$20/per official per game when 2 refs working

\$50/per game when using 3 refs per game
2 refs on floor 1 on clock

[Signature]

EXHIBIT B

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT C

CHEROKEE COUNTY PROCUREMENT ORDINANCE

EXHIBIT D

CERTIFICATION OF REVIEW AND ACCEPTANCE OF PROFESSIONAL SERVICES AGREEMENT

PROPOSER'S NAME: Georgia Basketball Officials Association, Inc

THE UNDERSIGNED CERTIFIES, in preparing my Proposal for this Project, that I have read the referenced Professional Services Agreement between Cherokee County and the Consultant and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Professional Services Agreement. Therefore, I hereby make the following sworn statement:

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:



I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Professional Services Agreement, and if and upon award of the Contract for this Project will promptly execute and furnish all required statements, Exhibits and insurance.



I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Professional Services Agreement, BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS to the execution and the furnishing of all required statements, Exhibits and insurance, if and upon award of the Contract for this Project, as listed, noted or described below, or on other supporting documentation as identified below:

Proposers may provide additional sheets to supplement this page, if necessary, for the certification written on their own letterhead, but all information required shall be included on the certification and properly notarized.

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Proposal to be non-responsive and the Consultant to be non-responsible, and that the County may fully reject the Proposal and select another Consultant based upon the noted or described exceptions and/or qualifications hereto.

Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

I CERTIFY that the above information is true and correct and is applicable to the Proposal for this Project. GEORGIA BASKETBALL OFFICIALS ASSOCIATION, INC

Signed: [Signature]
EXE DIR/Pres
(SEAL, REQUIRED IF CORPORATION)

THIS FORM TO BE NOTARIZED.

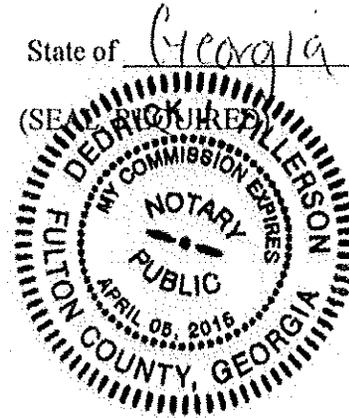
This 1st day of November, 2011.

NOTARY AND WITNESS: County of Fulton

State of Georgia

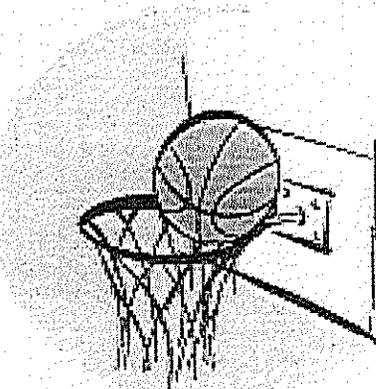
Notary Public: [Signature]

Witness: _____



2011-12 CHEROKEE RECREATION & PARKS

RFP2011-36: YOUTH BASKETBALL OFFICIATING AND REFEREE SERVICE PROPOSAL



GBOA

*PROVIDING THE HIGHEST QUALITY, TRAINED OFFICIALS AT THE
MINIMAL COST FOR YOUR YOUTH RECREATIONAL PROGRAM*

JIM PEPPER

GBOA@BELLSOUTH.NET

FEI 58-2462191

W: (404) 943-9950 C: (404) 201-0808

PO Box 28570, Atlanta, GA 30358



Table of Contents

- Objective, Education, References
- Assigning Experience
- Officiating Network & Experience
- Camps / Training Experience
- Officiating Training Summary
- Annual Rules Clinics for Officials/Coaches
- 100% Commissioner Satisfaction, GUARANTEED
- Pricing/Invoicing
- Closing

Objective, Education, References

OBJECTIVE: To extend my supervising and assigning proficiency to Cherokee County Recreation & Parks Youth Basketball by providing outstanding service with qualified officials

EDUCATION:

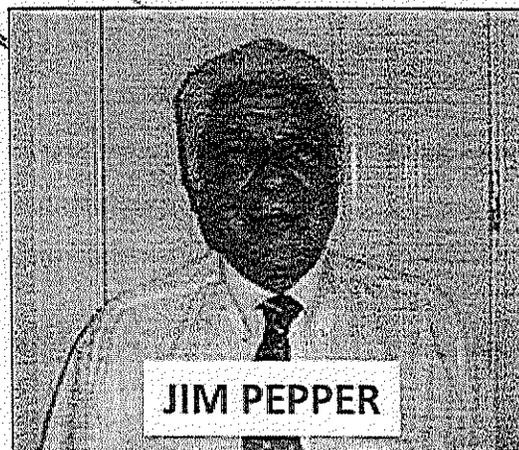
The University of Georgia, Athens, Georgia

Bachelor of Arts in Journalism

(Marketing/Public Relations), 1967



The University of Georgia



REFERENCES

- **Rob Buechner**, *Treasurer & Former Commissioner, Catholic Metro League Atlanta*
- **David Moore**, *Athletic Director, Weber School, Atlanta*
- **Phil Jenish**, *Scheduler, Catholic Metro League Atlanta*
- **Tray Malloy**, *Assistant Athletic Director, Westminster Schools, Atlanta*
- **Will Wade**, *Virginia Commonwealth University, Asst. Men's Basketball Coach*
- **Trey Olson**, *Assistant Superintendent, Human Resources, Cherokee County School System*
- **Amy Patterson**, *Director of Activities, Trinity Presbyterian Church*
- **Bert Tucker**, *Director, Collegiate Prep Basketball*

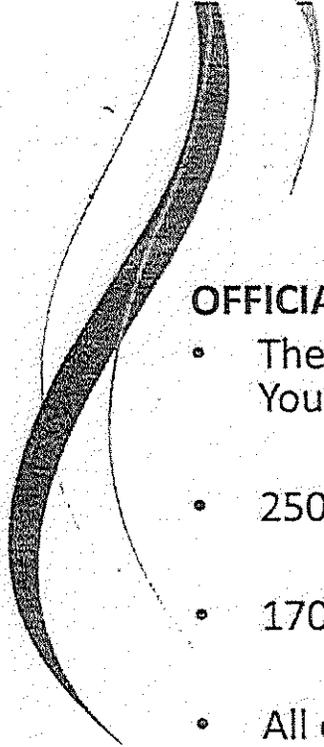
Assigning Experience

A truly new type of assignor, dedicated to finding the most qualified, talented officials on any given day

- 7 years assigning Oglethorpe University, NCAA DIII (SCAC Conference) & 3 years assigning Berry College, NCAA DIII (Independent)



- 17 years assigning high school basketball - 750 games plus annually
- 16 years assigning women's YBOA/AAU – 1800 games annually
- 27 years assigning Metro Atlanta basketball leagues – 6,000 games annually
- Managing more than 50 gymnasiums weekly during winter basketball season
- Assigning 7 sports: 325 officials (independent contractors) in basketball, tackle football, volleyball, soccer, baseball, softball, and flag football



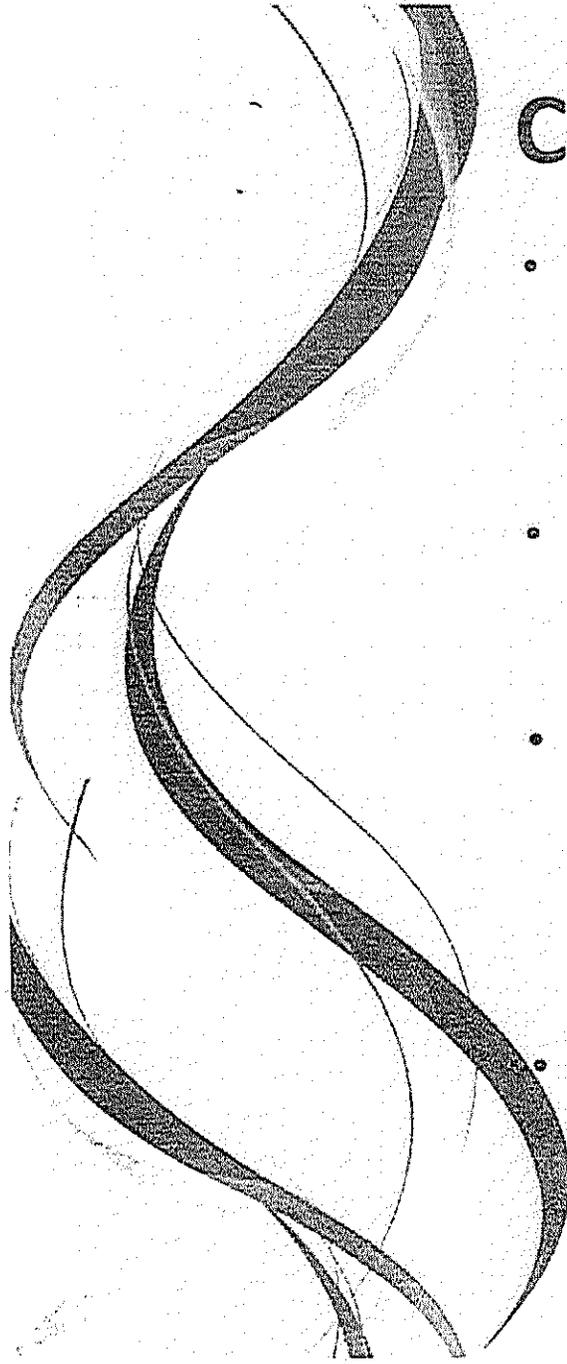
Officiating Network & Experience

OFFICIATING NETWORK

- The goal is to provide the highest level officials for Cherokee County Youth Basketball based upon availability
- 250 High School Officials: Registered, Approved, & Certified
- 170 NCAA officials on staff to work games when needed
- All officials “criminally background checked” and provided with \$2,000,000 liability insurance plan while working assigned GBOA games

OFFICIATING EXPERIENCE

- Current NCAA Junior College and high school official
- 47+ years officiating high school basketball
- 5 years NCAA/SEC Freshman basketball during 1970-1975
- Former Director of Operations: Atlanta Hawks, NBA 1968-1972



Camps / Training Experience

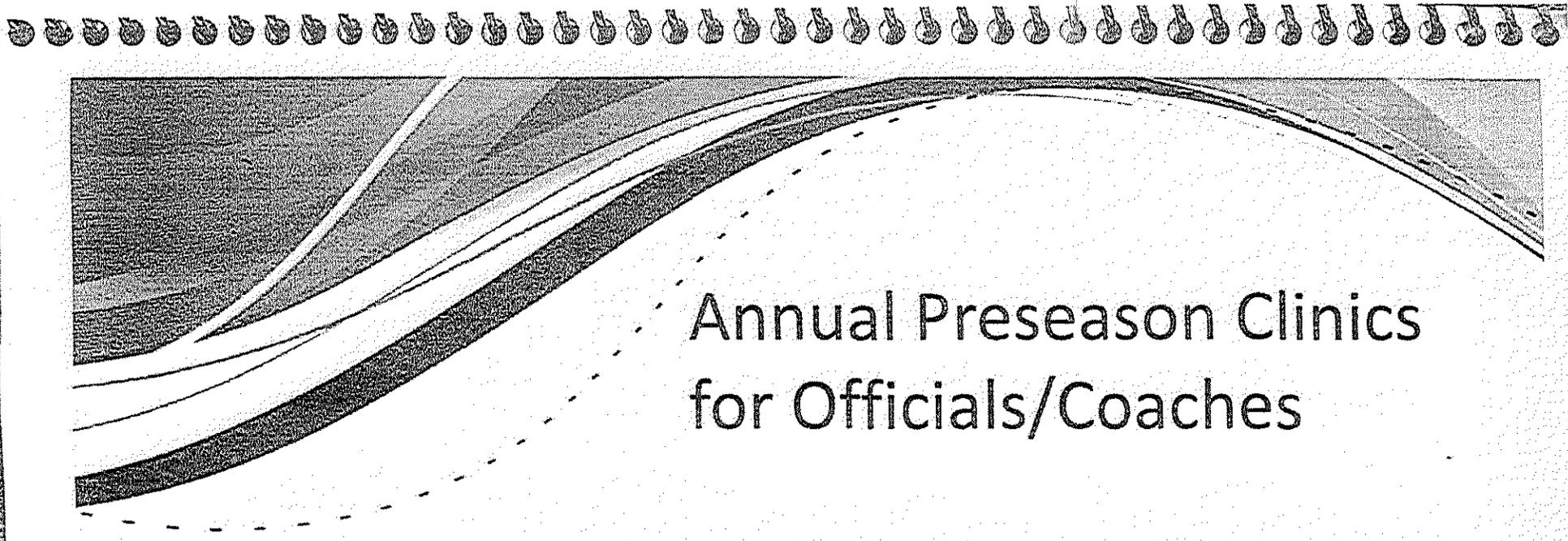
- 14 years at Clemson University as mandatory officiating camp for all officials with NCAA, WNBA and NBA officials as clinicians
- Supervise 6+ camps annually - venues at Florida State University, Georgia Tech, etc
- Over last 14 years, have conducted semi-annual officiating training course for brand new referees that has produced over 20 NCAA DI officials and 100+ to the DII, DIII, JUCO, NAIA, and multiple High School officials
- ALL OFFICIALS ON STAFF AND ASPIRING COLLEGIATE OFFICIALS ARE REQUIRED TO ATTEND CAMP

Officiating Training Summary

- Partnership with a basketball academy to provide 10-week official training course twice annually. New officials pay a one time fee to be trained by NBA, WNBA, NCAA Division I, II, III officials. Students are provided with necessary uniforms and books. New officials are permitted and encouraged to attend an unlimited amount of FREE recurrent training at any of the nine sponsored officiating camps during the summer months.
- All prospective officials must attend at least one paid or three free annual officiating camps in order to be considered for basketball officiating assignments.
- Officials are trained on the core principles of basketball officiating:

- ❖ Consistency in Play Calling
- ❖ Rules Knowledge
- ❖ Communication Skills
- ❖ Professionalism
- ❖ Signals/Mechanics
- ❖ Physical Fitness
- ❖ Athletic Run
- ❖ Partnering
- ❖ Concentration
- ❖ Motivation/Drive
- ❖ Ability to breakdown tape

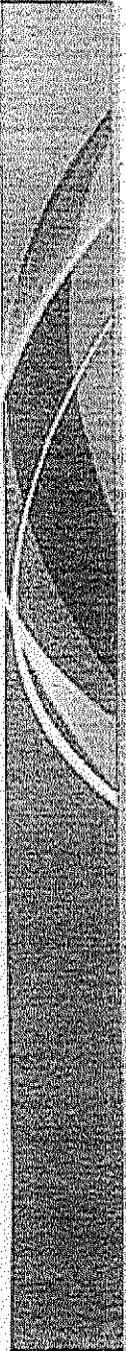




Annual Preseason Clinics for Officials/Coaches

A mandatory preseason rules clinic is made available for all coaches in the particular league to lay out expectations, discuss rules & points of emphasis changes, answer questions and to emphasize sportsmanship.

This has shown to have a great degree of effectiveness in all circumstances and is encouraged that league administrators require coach's attendance mandatory.



100% Commissioner Satisfaction, GUARANTEED

I pledge to do the best of my ability to guarantee your 100% satisfaction for the good and integrity of Cherokee County Recreation & Parks Youth Recreational Basketball.

Top Four Priorities:

- 1) Encourage an open line of communication between commissioner, coaches, and officials
- 2) Assign the best officials available high school/jv/rec in every contest
- 3) At every available opportunity, evaluators to be present to observe the game officials
- 4) Utilize video observation at game sites to be determined

ASSIGNING COMMUNICATION / ORGANIZATION

- Internet assigning program "Zebraweb.org" for posting game assignments online and acceptance thereof
- Cash reserves allow officials payments monthly or sooner which **promotes stronger work ethic**
- IRS Form 1099 issued to those making \$600 or greater in a calendar year



Pricing/Closing

- 2person Crew - \$40 per contest
- 3person Crew (2 on court, 1 scorers table) - \$50 per contest
- No administrative fees for changes/cancellations

PREFERENCES:

- Lower county areas – Woodstock, Holly Springs, Hickory Flat
- Older age group – 7th-12th grade
- Organize coaches/parents clinic to discuss expectation, behavior, rules, zero tolerance

Please do not hesitate to contact me with any questions or concerns:

JIM PEPPER

GBOA@BELLSOUTH.NET

W: (404) 943-9950 C: (404) 201-0808 F: (404) 255-2676

PO Box 28570, Atlanta, GA 30358

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Soccer Complex Fencing
Approval to Award Contract

MEETING DATE: December 6, 2011

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

COMMISSION ACTION REQUESTED: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for fencing of selected areas and playing fields of the Soccer Complex at Blalock Road.

FACTS AND ISSUES: In accordance with procurement requirements of the County for maintenance work, on November 22, 2011, two (2) bid proposals were submitted to the County Procurement Department from interested bidders/contractors for fencing of selected areas and playing fields of the Soccer Complex at Blalock Road:

\$86,765.00	Mauldin & Cook Fence Company, Marietta, GA, and
\$92,330.00	Natural Enclosures Fence Company, McDonough, GA.

Because the final location, type and length of fencing to be installed will be coordinated with representatives of the Soccer Association, the fencing work proposed under this project has been bid as Unit Prices; based upon estimated quantities determined by Capital Projects. Award of this fencing contract is based upon the County-established base fencing lengths times the Contractor's Unit Prices.

Upon award of the contract, representatives of Capital Projects and CRPA will work in close association with the selected Fencing Contractor, and the Cherokee Soccer Association to walk the soccer complex and soccer fields to determine the fencing types and locations/lengths for installation, in the best manner possible that maximizes fencing lengths and locations at the contracted unit prices that offers the greatest controls of players and soccer balls at field locations, within the total contract award sum approved for this project.

Concurrent with the proposed fencing work of this bid proposal are the various other projects at the Soccer Complex at Blalock Road: (1) Construction of concession and toilets facilities; planned to start on-site construction by late December 2011 or early January 2012, and (2) Landscaping and Tree Plantings, planned for release for bidding within the next two weeks. Field preparation/grassing and irrigation work are complete and have been accepted by the County.

Mauldin & Cook Fence Company has also submitted their E-Verify number with their Bid Proposal, and confirmed their willingness to execute the Construction Agreement with Cherokee County.

BUDGET:

Budgeted Amount:	\$ 163,000.00	Account Name: Soccer Complex
Amount Encumbered:	\$	Account #: PR107
Amount Spent to Date:	\$	
Amount Requested:	\$ 163,000.00	
Remaining Budget:	\$	
Budget Adjustment Necessary:		

ADMINISTRATIVE RECOMMENDATION: As stated above, because the final length and location of fencing are still to be finally determined, in consultation with the Soccer Association, it is recommended that the Board grant approval for the award of the work of this bid proposal to Mauldin & Cook Fence Company, **in the not to exceed amount of \$150,000.00;** the lowest responsible bidder, with the most responsive bid proposal for the work of the project.

It is also recommended and requested that a contingency fund in the amount of \$13,000.00 for any possible additional costs that may be necessary due to unknown soil conditions at the site. All expenditures against this contingency account will be recorded by change order and reported to the Board. The total funding amount requested in the not to exceed amount of \$163,000.00 includes the recommended contract award sum and the contingency account.

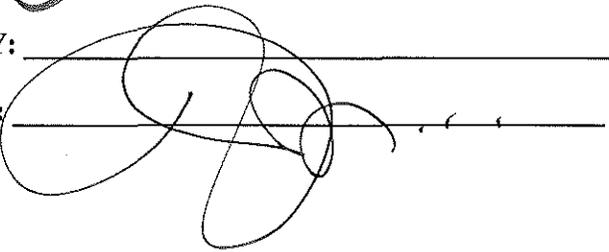
REVIEWED BY:

DEPARTMENT HEAD: _____



COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Cherokee County, Georgia
Agenda Request

2.6

SUBJECT: Life Pak 12 Monitor Purchase (EMS)

MEETING DATE: 11-29-2011

SUBMITTED BY: EMS Chief Danny West

COMMISSION ACTION REQUESTED: Approval of purchase of 10 LifePak 12 monitors in the amount of \$139,705.00. Of that price, only \$40,305.00 is Cherokee County's portion. Northside Cherokee has committed to \$25,000.00 of the purchase.

Also requesting the approval to sale current E Series Zoll monitors in the amount of \$6200.00 each for 12 monitors (total of \$74,400.00) to offset the purchase cost.

FACTS AND ISSUES:

Current E Series Monitors are 6 years old. We have had several incidences where the old monitors have failed during care of patients. These monitor will not communicate with the Life net receiving facilities at local hospitals without subscription fees, additional equipment and upgrades. The old monitors are out of warranty and very costly to repair. The requested Lifepak Monitors will have two year warranties with an addition year paid for by American Heart Association (\$11,000.00 value). They will communicate with all Lifenet systems at the local receiving hospitals with no addition purchases of equipment or subscription fees. Our current WIFI system will receive and transmit all 12 leads immediately.

Purchasing from Physio Control (the manufacturer of the product) will give us completely refurbished monitors with all new components, not just recertified.

The funds are in the budget.

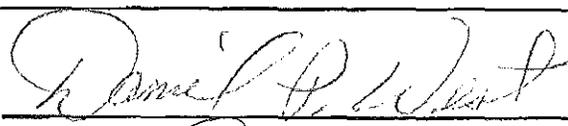
BUDGET:

Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$ 40,305.00	
Remaining Budget:	\$	

Budget Adjustment Necessary: See attached Line Item Transfer Request

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 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
53630000	531600	Small Equipment	27,000.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
53630000	523800	Licenses	17,000.00
53630000	531711	Engine Meds	10,000.00

PURPOSE OF TRANSFER/ AMENDMENT

To facilitated the purchase of Lifepak 12 Monitors

Department Head Approval: 

County Manager Approval: _____

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



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Cherokee County Fire/Rescue
 150 Chattin Drive
 CANTON, GA 30115

Quote#: 1-205672923
Rev#: 3
Quote Date: 11/03/2011
Sales Consultant: Chris Lotter
 800-442-1142 x 72452
FOB: Redmond, WA

Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

****RP-ACDC You Get the Power**

Contract: None

Exp Date: 12/30/2011

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	97400-001373 - Refurbished LP12 DEFIB/MON, ADAPTIV BIPHASIC ENERGY, AED, EL SCREEN, PACING, SPO2, 12LEAD, FAX, NIBP, ETCO2, TRENDING, 100MM PRINTER, BLUETOOTH THE LIFEPAK 12 IS AN ADAPTIV FULLY ESCALATING (TO 360 JOULES) BIPHASIC MULTI-PARAMETER DEFIBRILLATOR/MONITOR UNIT. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED. SHIP KIT 41310-0002432 INCLUDED AT NO CHARGE Features: Refurbished by Physio-Control -- this unit has passed extensive original-manufacturer inspection and validation procedures. Latest operating software is pre-installed. Warranty is one (1) year parts and labor. Physio-Control RELI: Refurbished Equipment from the Lifesaving Innovators. Product is subject to availability.	10	\$25,495.00	\$15,496.00	\$0.00	\$9,999.00	\$99,990.00
2	RP-ACDC - You Get The Power Promo Package Includes: • REDI-CHARGE Base (11141-000115) • LIFEPAK 12 Adapter Tray (11141-000116) • AC Power Cord (11140-000015)	9	\$1,537.00	\$539.00	\$0.00	\$998.00	\$8,982.00
3	11141-000106 - LIFEPAK 12 LITHIUM-ION BATTERY PACK RECHARGEABLE LIFEPAK LITHIUM-ION BATTERY PACK WITH FUEL GAUGE FOR LIFEPAK 12 DEFIB/MONITOR. MUST BE CHARGED WITH A COMPATIBLE BSS2. CANNOT BE CHARGED WITH ACPA OR DCPA.	30	\$395.00	\$114.00	\$0.00	\$281.00	\$8,430.00
4	11171-000017 - LNCS DCI, ADULT SPO2 SENSOR REUSABLE LNCS DCI,ADULT SPO2 SENSOR,REUSABLE,REF 1863	10	\$270.00	\$54.00	\$0.00	\$216.00	\$2,160.00
5	11996-000022 - CHILD CUFF (PEDIATRIC), 9X27CM REUSABLE NIBP CUFF-REUSABLE,CHILD,9X27CM	10	\$22.00	\$4.40	\$0.00	\$17.60	\$176.00
6	11996-000025 - LARGE ADULT CUFF, 16X42CM REUSABLE NIBP CUFF-REUSABLE,LARGE ADULT 16X24CM	10	\$30.00	\$6.00	\$0.00	\$24.00	\$240.00

Quote#: 1-205672923
 Rev#: 3
 Quote Date: 11/03/2011

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
7	11260-000030 - BASIC CARRYING CASE INCLUDES SHOULDER STRAP, LEFT AND RIGHT POUCHES AND VINYL FRONT COVER.	9	\$260.00	\$52.00	\$0.00	\$208.00	\$1,872.00
8	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	10	\$47.00	\$9.40	\$0.00	\$37.60	\$376.00
9	11260-000029 - BACK POUCH POUCH IDEAL FOR ACCESSORY STORAGE. NOT RECOMMENDED FOR USE WITH SLA BATTERIES.	5	\$71.00	\$14.20	\$0.00	\$56.80	\$284.00
10	21996-000073 - TITAN II WIRELESS GATEWAY	9	\$850.00	\$100.00	\$0.00	\$750.00	\$6,750.00
11	50999-000059 - LP12 Point of Sale service agreement-2yr On-site repair-one inspection per year.	10	\$1,026.00	\$0.00	\$0.00	\$1,026.00	\$10,260.00
12	50999-000117 - ZONE TRAVEL CHARGE: ZONE 1	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTAL \$139,520.00
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$139,705.00

Pricing Summary Totals

List Price: \$304,928.00
 None Contract Discount: -\$4,851.00
 Cash Discounts: -\$160,557.00
 Tax + S&H: +\$185.00
GRAND TOTAL FOR THIS QUOTE \$139,705.00

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

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General Terms

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Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

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Domestic (USA) Sales: Upon approval of credit by Physio-Control, Inc. 100% of invoice due thirty (30) days after invoice date.



2460 ASH STREET
VISTA, CA 92081
Phone: (760) 597-5500 / (800) 764-0636
http://www.progressivemed.com

ORDER NUMBER: 0280924
ORDER DATE: 10/27/2011
CUSTOMER SVC REP: MGS

SALESPERSON: 0001
CUSTOMER NO: 01-PROST

SOLD TO:
CHEROKEE COUNTY FIR
150 CHATTIN DRIVE
CANTON, GA 30115

SHIP TO:
CHEROKEE COUNTY FIR
150 CHATTIN DRIVE
CANTON, GA 30115

CONFIRM TO: WAYLON WHITE

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	FEDEX GROUND					
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
LP12BPASTNC R	EACH	13	0	0	11,500.00	149,500.00
LIFEPAK 12 BI PACING AED SPO2						
Whse: BIO						
LIFEPAK 12 BI PACING AED SPO2 12 LD NIBP CO2 REFURBISHED						
ACCESSORY KIT: (1) TRUNK CABLE, (1) LIMB LEAD CABLE, (1) V-LEAD CABLE, (1) QUICK COMBO CABLE, (1) QUICK COMBO ELECTRODES, (1) SPO2 PROBE & EXTENSION, (1) BP CUFF & HOSE, (1) CO2 SAMPLE LINE, (2) BATTERIES, (1) PAPER, (1) MANUAL 24 MONTH WARRANT P/L						
USE: CARRY CASE #0535-0050						
11141-000025	EACH	13	0	0	0.00	0.00
BATTERY FASTPAK 2 LP15 W/ FUEL						
Whse: BIO						
***1 BACKUP BATTER PER UNIT						
LP12ACADAPTER	EACH	9	0	0	0.00	0.00
LIFEPAK 12 AC ADAPTER						
Whse: BIO						
TITAN WIFI X 9, CARRYING CASE/ 2 BAY LI-ION CHARGER INCLUDED						

Rid for B not 10

10 would be

Net Order: 149,500.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 149,500.00



Progressive Medical International
Equipment • Supplies • Biomed Repair

2460 ASH STREET
VISTA, CA 92081
Phone: (760) 597-5500 / (800) 764-0636
http://www.progressivemed.com

ORDER NUMBER: 0280927
ORDER DATE: 10/27/2011
CUSTOMER SVC REP: MGS

SALESPERSON: 0001
CUSTOMER NO: 01-PROST

SOLD TO:
CHEROKEE COUNTY FIR
150 CHATTIN DRIVE
CANTON, GA 30115

SHIP TO:
CHEROKEE COUNTY FIR
150 CHATTIN DRIVE
CANTON, GA 30115

CONFIRM TO: WAYLON WHITE

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	FEDEX GROUND					
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
LP15BPASTNC R	EACH	13	0	0	21,000.00	273,000.00
LIFEPAK 15 BI PACING AED SPO2						
LIFEPAK 15 BI PACING AED SPO2 12LD NIBP CO2 REFURBISHED						
ACCESSORY KIT: (1) TRUNK CABLE (1) V-LEAD CABLES (1) QUICK COMBO CABLE (1) QUICK COMBO ELECTRODE (1) SPO2 PROBE/EXT. (1) BP CUFF/ HOSE (1) C02 SAMPLE LINE (2) BATTERIES (1) PAPER (1) MANUAL AND 24 MONTH WARRANTY P/L						
21330-001176	EACH	13	0	0	0.00	0.00
BATTERY, LITHIUM-ION 5.7 AH LP						
*** 1 BACKUP BATTERY PER UNIT						
AC ADAPTER, TITAN WIFI X 9, CARRYING CASE, AND 2-BAY CHARGER INCLUDED						

Net Order: 273,000.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 273,000.00

Estimate

October 31, 2011

Dixie Medical, Inc.

Dixie Medical, Inc.
 1185 West Main St
 REMITTANCE: PO BOX
 Franklin, TN 37064
 Phone: 866-349-4363
 FAX: 615-786-0896
 Email: customerservice@dixlemed.com

47662



Bill To:

Cherokee County Fire
 Attn: Waylon
 Canton, GA
 Phone: 678-614-9015
 Email: wdwhite@cherokeega.com

Ship To:

Cherokee County Fire
 Attn: Waylon
 Canton, GA

Contact: Waylon White

Customer: Cherokee County Fire

Notes

30 Day Money Back Guarantee.
 1yr Warranty with FREE Loaner Program.
 *We have a 100% LOW PRICE GUARANTEE, so please let me know where we stand. Thanks, Shane.

Seller	Payment Terms	FOB Point	Shipping Terms	Carrier	Requested Ship Date
Shane Burton	NET 30 DAYS	Origin	Prepaid & Billed	FedEx Ground	10/28/2011

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	LP1212BIPBCA - Re-Certified LIFEPAK 12 12-LEAD, BIPHASIC, PACING, SPO2, NIBP, ETCO2 AND AED	\$ 7,999.00	10 ea	\$ 79,990.00
2	Sale	LP12PSCC - LifePak 12 Auxillary Power Supply Carrying Case	\$ 0.00	10 ea	\$ 0.00
3	Sale	User Guide	\$ 0.00	10 ea	\$ 0.00
4	Sale	11996-000033 - LP12 BP Hose - 9 ft.	\$ 0.00	10 ea	\$ 0.00
5	Sale	11110-000040 - Quik-Combo therapy cable	\$ 0.00	10 ea	\$ 0.00
6	Sale	0313.120 - 10Ft, Grey Hospital Grade Power Cord	\$ 0.00	10 ea	\$ 0.00
7	Sale	DPQC - ADULT QUICK-COMBO PADS FOR PHYSIO UNIT	\$ 0.00	10 ea	\$ 0.00
8	Sale	8000-0294 - SpO2 LNCS Adult Reusable Sensor, 1 each	\$ 0.00	10 ea	\$ 0.00
9	Sale	1-Year Warranty - 1-Year Warranty	\$ 0.00	10 YR	\$ 0.00
10	Sale	11996-000024 - NIBP CUFF	\$ 0.00	10 ea	\$ 0.00
11	Sale	11996-000299 - ETCO2 Airway Adaptor With Filter Line	\$ 0.00	10 ea	\$ 0.00

Estimate

October 31, 2011

Dixie Medical, Inc.

Dixie Medical, Inc.
 1185 West Main St
 REMITTANCE: PO BOX
 Franklin, TN 37064
 Phone: 866-349-4363
 FAX: 615-786-0896
 Email: customerservice@dixiemed.com

47662



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
12	Sale	11240-000016 - 100MM PRINTER PAPER	\$ 0.00	10 ea	\$ 0.00
13	Sale	LT403SG-01 - ECG MONITORING ELECTRODES (single pack of 3 electrodes)	\$ 0.00	80 ea	\$ 0.00
14	Sale	11110-000110 - 12-Lead ECG patient trunk cable	\$ 0.00	10 ea	\$ 0.00
15	Sale	11110-000102 - Patient Cable-4wire limb lead set	\$ 0.00	10 ea	\$ 0.00
16	Sale	11110-000103 - Patient Cable-6 wire precordial segment	\$ 0.00	10 ea	\$ 0.00
17	Sale	LP12AC - Auxillary Power Supply for LP 12	\$ 550.00	9 ea	\$ 4,950.00
18	Sale	11141-000106 - Lifepak 12 Lithium-Ion Battery Pack	\$ 310.00	30 ea	\$ 9,300.00
19	Sale	11141-000115 - Lifepak Redi-Charge Mobile Battery Charger Base	\$ 1,036.00	9 ea	\$ 9,324.00
20	Shipping	Shipping (Ground) - Defib - Shipping (Ground) - Defib *To be determined	\$ 0.00	1 ea	\$ 0.00

SubTotal: \$ 103,564.00
 Sales Tax: \$ 0.00
TOTAL: \$ 103,564.00

Approval: _____ Date: _____