

**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**

**Work Session**

**December 20, 2011**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. CHN Wellness update by Jackie Warren.
2. Discussion of the Parks and Recreation Advisory Board's responsibilities.
3. Review Woodstock City Council's approval of Horizon Group's outlet center at Ridgewalk and discuss next steps as appropriate.
4. If information has been received, review Majestic/Taubman project for possible outlet center at Hwy. 92 / I-75.
5. Review topics for January 26/27 retreat.
6. Discussion of Regular Agenda Items.

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Executive Session to Follow

STATE OF GEORGIA  
COUNTY OF CHEROKEE

ORDINANCE NO. 2010-O-008

**An Ordinance to amend the Cherokee County Code of Ordinances; as shown at Article II. Boards and Committees, Division 1. Cherokee County Recreation and Parks Advisory Board; to promote the public health, safety and welfare; and for other purposes.**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

**WHEREAS**, the governing authority of Cherokee County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance; and

**WHEREAS**, the Cherokee County Board of Commissioners (the "Board") finds that it is in the public interest to amend Cherokee County Recreation and Parks Advisory Board duties and responsibilities to clarify the language and scope;

**BE IT ORDAINED** by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the Cherokee County Recreation and Parks Advisory Board as shown in the Code of Ordinances at Article II. Boards and Committees, Division 1 is hereby amended to read as follows:

Section 2-36.       Established.

The Cherokee County Board of Commissioners (BOC) did hereby adopt an Ordinance on the 19<sup>th</sup> day of June, 2007 establishing the Cherokee County Recreation and Parks Advisory Board. (CCRP Advisory Board)

The CCRP Advisory Board's principle responsibilities are:

- (1) To advise in the initiation, planning, organization, implementation, and coordination of public recreation programs and activities for the county.
- (2) To recommend a system of parks and facilities that will accommodate the public's need for recreation programs and activities.

## Section 2-37. Duties and Scope

The duties and scope of the CCRP Advisory Board shall be advisory in nature, except as specifically authorized by the Board of Commissioners.

### PLANNING:

- (1) Assist and advise regarding “Vision” for future parks, programs, partnerships, etc.
- (2) Assist and advise in determining direction and priorities for programs and utilization of resources. This could/would include, but is not limited to, impact and consideration of budgets and organizational structure, human resource allocation, etc.
- (3) Assist and advise regarding evolution of future green space and passive recreation sites, scope, and priorities.

### PROGRAMS:

- (4) To assist in establishing and/or reviewing guidelines, rules and regulations by which parks and recreation programs may operate.
- (5) To Approve fees and charges for use of facilities and participation in programs.
- (6) To review staff recommendations of contracts for provision of programs and services.

### FACILITIES:

- (7) To ensure at all times safety and security of site locations and physical facility standards.
- (8) To review new park and any major renovation concept design draft and submit recommendations to BOC to include in final concept design approval.
- (9) When requested by BOC, participate in contract bid review process.

### OTHER:

- (10) To be the reference point for adjudication of complaints, disputes or other grievances from the public arising out of parks and recreation activities. If remain unresolved, these issues will pass to the BOC, as appropriate.

(11) To submit annual report to BOC citing key issues resolved, program accomplishments, program effectiveness, etc.

(12) To perform other duties and responsibilities as may be conferred by the Cherokee County Board of Commissioners from time to time.

#### Section 2-38. Membership.

The CCRP Advisory Board shall be representative of the community and shall consist of five (5) members who shall be residents of the county and who shall serve with compensation, as determined by the BOC. Each member of the BOC shall have one (1) appointee.

#### MEETINGS:

(a) Meetings of the CCRP Advisory Board shall be on a bi-monthly basis unless when determined otherwise by the CCRP Advisory Board. The chairperson of the CCRP Advisory Board, or in his absence, the vice-chair, may call a special meeting of the CCRP Advisory Board at any time by giving each member 24 hours notice. Notice of meetings and agendas must be posted on the Cherokee Recreation and Parks Agency web site, as soon as possible but at least 24 hours before the date and time set for the meeting.

(b) Special called meetings will be scheduled upon request by three or more members. A quorum of the CCRP Advisory Board shall be in attendance before action of an official nature can be taken. A quorum is three (3) of the appointed members. All meetings of the CCRP Advisory Board shall be subject to the Georgia Open Meetings Act.

(c) Attendance of members: An appointed member who misses more than three (3) consecutive meetings loses his status as a member of the CCRP Advisory Board until re-appointed or replaced by the respective appointing member of the BOC. Absences due to sickness or other emergencies of like nature, shall be regarded as approved absences and shall not affect the member's status on the CCRP Advisory Board, except that in the event of a long illness, or other such cause for prolonged absence, the member may be replaced.

(d) Election of officers.

The CCRP advisory board shall elect from its membership a chairperson and other officers as may be desired. Officers shall be elected on a calendar year basis and may be reelected for succeeding terms.

Section 2-39. Terms of office.

The terms of office of the members of the CCRP advisory board shall run concurrently with the term of the member of the board of commissioners who appointed that particular member. In any event, term shall not exceed four years in the absence of reappointment.

Section 2-40. Severability.

If any part of this Ordinance is for any reason held to be void or invalid, the validity of the remaining parts of this Ordinance or its application to other persons or set of circumstances shall not be affected thereby.

Section 2-41. Repealer.

All previous Ordinances, policies or resolutions in conflict with this Ordinance are hereby repealed.

So ordained this 21<sup>st</sup> day of December, 2010.

# AGENDA

## Cherokee County Board of Commissioners

December 20, 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

See last page for any amendment items.

### PRESENTATIONS

### ANNOUNCEMENTS

### APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 6, 2011.

### APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 6, 2011.

### PUBLIC COMMENT

### PUBLIC HEARING

None scheduled.

### ZONING CASES

CASE NUMBER	: 11-12-016
APPLICANT	: Hoyt T. Champion
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 14N24, Parcel 031
ACRES	: 5.9
PROPOSED DEVELOPMENT	: Assisted Living/Medical Use
COMMISSION DISTRICT	: 1

**FUTURE DEVELOPMENT MAP**

: Country Estates/Transitional  
Corridor

**PLANNING COMMISSION  
RECOMMENDATION**

: **Approval of NC with two (2)  
story height maximum**

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**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**

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**CONSENT AGENDA**

- 1.1 Consider renewal of lease with Revolution Church for space in the Cherokee Conference Center.
- 1.2 Requesting approval to surplus existing house located at 102 Dockside Downs Drive on parcel acquired as right-of-way for the Bells Ferry Road widening project.
- 1.3 Consideration of approval of a Memorandum of Agreement between Cherokee County and Atlanta Regional Commission for 2012 participation in ARC's Regional Transit Committee.
- 1.4 Consideration of acceptance of easement from the Army Corps of Engineers for necessary additional right-of-way required for construction of the East Bells Ferry Road Project.
- 1.5 Requesting acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for Cherokee Youth Basketball practices and games during the 2011-2012 season

- 1.6 Requesting review by the Board of the E-Verify Affidavit Compliance report for the suppliers managed by the County's Procurement and Risk Management Department
  - 1.7 Consideration of budget amendment to increase Fire SPLOST revenue in the amount of \$108,495 and expenditures for the same amount to be earmarked for Fire Training Facility Project.
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## **COUNTY MANAGER**

- 2.1 Consideration of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal and Eventmark acceptance of payment from Hotels, Restaurants and other related businesses as increased commission.
- 2.2 Consider acceptance of two (2) voluntary retirements – 1 from Fire Department and 1 from the DA's Office, contingent upon keeping Fire Department position vacant for six months and DA's Office full-time position eliminated and part-time position created (no more than 19 hours per week) until such time as \$2:1 savings is achieved.
- 2.3 Consideration of striking Section 4.1.4 (e) of the Personnel Policies regarding Compensatory Time.
- 2.4 Consideration to formally commit charges for services, participation fees, fines, miscellaneous revenue and contributions generated by individual Special Revenue Funds to be used for each respective fund's operating expenditures: (Animal Shelter Fund; Senior Services Fund; DUI Court Services Fund, Insurance Premium Fund, Parks and Recreation Fund and Jail Fund if not determined revenues are legally restricted) in accordance with GASB 54.
- 2.5 Consider renewal of legal services with Jarrard & Davis with modifications to include: \$50,000 credit for prosecution of ordinance violations, \$100 / hr. rate for tax appeals that contest value assessments made by the Tax Assessor's Office and a commitment to 32 county office hours per month (8 hours per week.)
- 2.6 Consider approval of contract renewal with Southern Sheriff's Supply who has merged with Keefe Commissary Supply to provide commissary services for the inmates of the Cherokee County Sheriff's Office Adult Detention

Center. The terms remain the same with the Sheriff's Office receiving 37% of gross sales or a minimum of \$120,000.00 annually. Additionally, Keefe Commissary will provide a full-time on-site manager at no expense to the County.

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**COUNTY ATTORNEY**

**ADJOURN**

**AMENDMENTS TO AGENDA**

**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**

**Work Session**

**December 6, 2011 at 3:00 p.m.**

**CHEROKEE HALL**

**MINUTES**

The Chairman began at 3:03 p.m. with all members of the Board present. In commemoration of December 7, 1941, he showed a picture of his father-in-law, Retired Colonel Ernest Roy Reid who was 2<sup>nd</sup> Lieutenant and co-pilot of the B-17 that was the first aircraft shot down in WWII.

The Chairman spoke about "Service" reading from John Maxwell's book. He then introduced HR Director Steven McClure for the employee years of service recognition.

1. Recognition of employees who have reached service milestones of 10, 15, 20 and 25 years by Steven McClure, Human Resources Director.

Steve McClure called and the names and presented certificates to those reaching the service milestones.

2. Brief presentation summarizing the work done by the Cemetery Preservation Committee in 2011 by Margaret Stallings, Principal Planner.

Margaret Stallings gave a PowerPoint presentation of an overview of what the Committee had worked on throughout the year. She said that there were four members on the committee and that members Scott Barnes and Steve Audia were present tonight. She went over the role of the Committee that is based on the zoning ordinance and asked for feedback from the Commissioners to let them know if they were heading in the right direction. She said that responsibilities for the Committee stated in the ordinance included formulating a county-wide cemetery plan, providing maintenance to County cemeteries and abandoned cemeteries, to assist in legal research and to establish contact with other organizations and state legislation. It was decided to revisit the topic in six months to look at specifics.

Chairman Ahrens mentioned that he would not be appointing Mr. Sosebee to the Committee tonight since he had spoken with Mr. Reuben and he does not want to resign his position on the board. After much discussion, rather than change the ordinance at this time to allow for more members, that Mr. Sosebee be appointed in an advisory

capacity and that in the future if more members needed to be added, it would be done by amendment to the ordinance.

3. Delegation meeting scheduled for Monday, December 12, 2011.

Chairman Ahrens handed out a list of topics from last year's delegation meeting which included: district posts, LOST/HOST, TSPLOST, Economic Development-State of Georgia competitiveness, immigration, unfunded mandates and tax legislation.

Commissioner Bosch asked had it much changed for this year. Chairman Ahrens replied that it was basically the same. He said that he did want to discuss in order to have answers for people because he has heard mixed messages from our delegation about the referendum. Commissioner Bosch asked if the question was whether to put it on the ballot or how to put it on. He replied that it would be for consideration to change legislation to allow opt-out.

4. Discussion of Retreat Topics.

Chairman Ahrens handed out a draft list of potential retreat topics which included: ethics ordinance, LOST legislation, TSPLOST, Development of 5-year or 10-year Strategic Plan, communications enhancement, budget-upside/downside impacts and related probabilities, Lifelong Community Initiative and parks build out priorities.

He said that he would like to send the public announcement with retreat topics to the media by the first meeting in January.

5. Parks bond draw down in early 2012.

Janelle Funk went over the park bond funds schedule, showing the PowerPoint presentation from the prior meeting as a reminder. The next bond issue will be in February 2012 to keep from losing out the 1.6 Million that is part of the schedule. One question is whether we can use the available funds and keep the millage rate in a reasonable area.

6. Discussion of Regular Agenda Items.

- The Chairman mentioned that there were a couple of presentations.
- He spoke about the presentation for E-911 regarding their recent National Accreditation by CALEA. He asked Chief Marshal Chris Collett if he wanted to say a few words. Chief Collett said he was very proud of his team, having

come from where they were to achieve this honor with the same group of people. Commissioner Bosch stated that this was a sign of good leadership.

- Angie Davis introduced the topic of the Public Hearing regarding the Sunday Sales Ordinance. Chief Collett was asked if his office was prepared to sell the permits if the ordinance was approved. He said that they were fully prepared with a plan in place upon approval.

**County Manager Jerry Cooper went over agenda items:**

- 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.

Commissioner Bosch asked if this fencing was for the entire complex. Mr. Cooper replied that it was for the fields themselves.

- 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.
- 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.
- 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.
- 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.
- 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.

Chairman Ahrens asked HR Director Steven McClure how things were going with the Wellness Sign up. Mr. McClure gave a brief update, stating that we were in the assessment stage. The Chairman asked him if he could provide a summary of where we are at the next Work Session.

The Chairman asked if there was anything else. Hearing none, Vice Chair Commissioner Hubbard made a motion to adjourn to Executive Session at 5:11 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously

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Executive Session to Follow



# MINUTES

## Cherokee County Board of Commissioners

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

### INVOCATION

Instead of an invocation, Chairman Ahrens asked everyone to observe a moment of silence in memory of the recent tragedy with the seven year old little girl in Canton.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:10 p.m. Those present include Commissioner Harry B. Johnston; Vice Chair/Commissioner Jim Hubbard; Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

Chairman Ahrens showed a picture on the big screen of a B17 aircraft from WWII. He said the pilot was 2<sup>nd</sup> Lieutenant Ernest Roy Reid, who is his father-in-law and lives in Eagle Watch. He mentioned that another piece of history regarding the picture was that 30,000 aircraft were shot down and this was the first plane coming in on final approach to be shot down during the war. He asked everyone to remember all of our WWII veterans when we honor veterans for what they have provided to us with their legacy.

### 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"*

Chairman Ahrens led the Pledge of Allegiance.

### AMENDMENTS TO AGENDA

Two items under Consent Agenda; 1.7 and 1.8

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

### 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.

Chief Borres commended the Sheriff's Office for having achieved both State Re-Certification for the third or fourth year, along with National Accreditation, adding that the Sheriff's Office set a standard of excellence for all of us that all agencies should try to emulate. He presented the plaque to Chief Deputy Vic West on behalf of Sheriff Garrison and recognized Valerie Johnson for her efforts as State Certification Manager.

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.

Janet Munda presented the certificates to the student poll workers and read a few comments she had received which included diligent, outstanding, responsible and 'go getter'. Ms. Munda said that she also presented them with a letter that would be suitable for college applications, etc. She added that their volunteer efforts were really helpful due the shortage of poll workers and a shortage of funds.

## **ANNOUNCEMENTS**

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

Chairman Ahrens spoke about the recent achievement for Cherokee County noting that they are only the fourth E-911 Center in Georgia to receive National Accreditation. Chief Marshal and E-911 Director Chris Collett praised of all of the E-911 staff, particularly Greg Argo, Accreditation Manager and Assistant Director Priscilla Bridges and Jason Jenkins for their team effort in this achievement. He then thanked the Board and Mr. Cooper for their support as well. Chairman Ahrens thanked Chief Collett for his leadership.

## **APPROVAL OF WORK SESSION MINUTES FROM November 15, 2011.**

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

## **APPROVAL OF REGULAR MEETING MINUTES FROM November 15, 2011.**

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

## **PUBLIC COMMENT**

No one had signed up to speak.

## **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.

Commissioner Johnston made a motion to open the Public Hearing at 6:25 p.m., Commissioner Nelms seconded and there was unanimous approval.

County Attorney Angie Davis went over the details of the proposed ordinance to allow Sunday package sales of beer and wine. She read some of the specifics from the draft ordinance, pointing out a couple of revisions she wanted to make. She stated that the fee of \$250 for the Sunday sales permit would be set by a separate resolution which she read. She said that both the new ordinance and the resolution would be emailed to County Clerk Christy Black by tomorrow for execution. Both documents are included as part of the minutes for this meeting.

Carolyn Cosby had signed up to speak in opposition of the ordinance. She said felt that the Sunday Sales was a step in the wrong direction and that it would increase taxes in the long run due to an increase in crime in Cherokee County.

Commissioner Johnston made a motion to close the Public Hearing at 6:35 p.m.; Commissioner Nelms seconded and there was unanimous approval.

Commissioner Johnston made a motion to adopt the ordinance as amended by the County Attorney; Commissioner Nelms seconded and there was unanimous approval.

Commissioner Johnston made a motion to adopt the resolution setting the permit fee at \$250; Commissioner Nelms seconded and there was unanimous approval.

Commissioner Johnston commented that per discussion with Chief Marshal Chris Collett in Work Session, that a plan by the Marshal's Office for the process of the selling the permits was already in place. The permit can be purchased beginning on Thursday, December 8, 2011. The permit would be effective immediately through December 31, 2012.

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## **COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

Appointing Mr. Norman Sosebee to the Cemetery Preservation Committee.

Chairman Ahrens said that at this time, rather than increase the number of committee members, that Mr. Sosebee would be appointed to the committee in an advisory role.

**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.

Commissioner Bosch appointed Mr. Bramlet to the Committee.

**COMMISSION POST 4**

**JASON NELMS**

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**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.
- 1.7 Amended: 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.
- 1.8 Amended: Requesting approval of lease agreement to use Chris G. Hite Memorial Community Center gymnasium facility for Cherokee Youth Basketball Practices and games during 2011-2012.

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

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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.

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

- 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.

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

- 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.

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

- 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.

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

- 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.

Commissioner Hubbard made a motion to approve; Commission Johnston seconded; Commissioner Bosch commented that she wanted to amend the contract to state that there would be no further change orders, additional fencing, gates, etc. for the Soccer Complex, that would exceed the \$163,000.00. Commissioner Johnston asked Mr. Cooper if this contract included fencing by the road. Mr. Cooper replied that it did not, that if a fence was installed by the road the Soccer Association would pay for that.

Commissioner Johnston made a motion to approve with the stipulations; Commissioner Hubbard seconded and there was unanimous approval.

- 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.

Commissioner Bosch made a motion to approve with the amendment; Commission Hubbard seconded and there was unanimous approval.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Vice Chair/Commissioner Hubbard made the motion to adjourn at 6:54 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.





## Planning & Land Use

TO: Board of Commissioners  
Jerry Cooper, County Manager  
Angela E. Davis, County Attorney  
Christy Black, County Clerk

FROM: Vicki Taylor Lee, Zoning Administrator

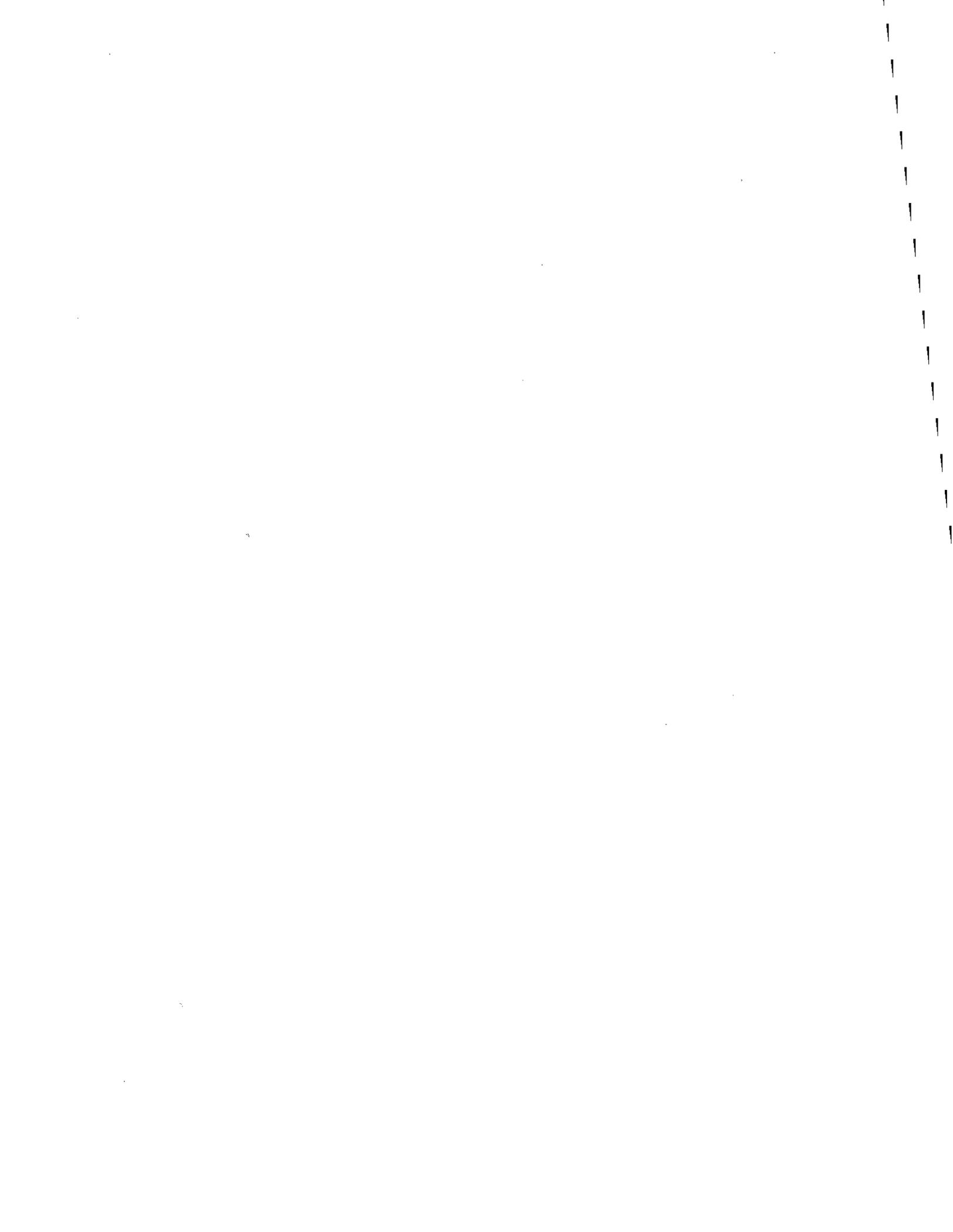
DATE: December 9, 2011

**SUBJECT: Summary of Zoning Cases**

At the December 6, 2011 meeting the Planning Commission reviewed the following items:

### Zoning Cases:

<b>CASE NUMBER</b>	: 11-12-016
<b>APPLICANT</b>	: Hoyt T. Champion
<b>ZONING CHANGE</b>	: R-40 to GC
<b>LOCATION</b>	: Hickory Flat Highway
<b>MAP &amp; PARCEL NUMBER</b>	: 14N24, Parcel 031
<b>ACRES</b>	: 5.9
<b>PROPOSED DEVELOPMENT</b>	: Assisted Living/Medical Use
<b>COMMISSION DISTRICT</b>	: 1
<b>FUTURE DEVELOPMENT MAP</b>	: Country Estates/Transitional Corridor
<b>PLANNING COMMISSION RECOMMENDATION</b>	: Approval of NC with two (2) story height maximum



**Cherokee County, Georgia  
Agenda Request**

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1.1

SUBJECT: Revolution Church – Lease Renewal

MEETING DATE: December 20, 2011

SUBMITTED BY: Jerry W. Cooper, County Manager

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**COMMISSION ACTION REQUESTED:**

Consider 1-year lease renewal for Revolution Church use of conference center.

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**FACTS AND ISSUES:**

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**BUDGET:**

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary:

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**ADMINISTRATIVE RECOMMENDATION:**

Approve 1-year lease renewal with Revolution Church.

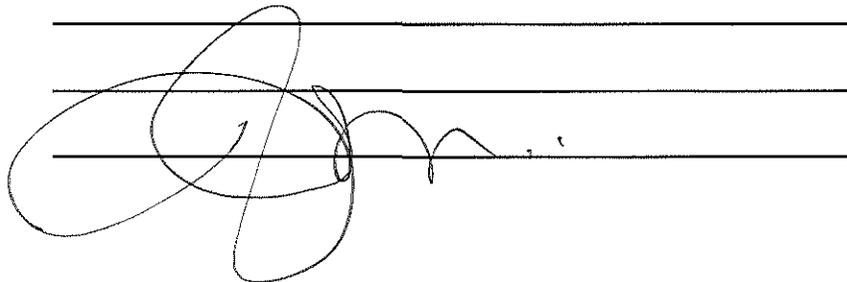
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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



COPY

## LEASE AGREEMENT FOR CONFERENCE CENTER FACILITIES

This Lease agreement, entered into effective [date], by and between Cherokee County, Georgia, a local government organization ("Lessor"), and Revolution Church, a non-profit religious corporation, with principal offices located in Cherokee County, Georgia ("Lessee") provides as follows;

Lessor warrants and represents that it owns that certain portion of building, commonly referred to as Northside Hospital – Cherokee Conference Center, located at 1130 Bluffs Parkway in Canton, Cherokee County, Georgia, more particularly described on Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Building"); and

Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this agreement, approximately 15,000 square feet of the grand ball room, auditorium, pre-function space and limited storage as available in the Building;

Therefore, the parties agree as follows:

1. The Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises:

That certain 15,000 square feet of floor space, which includes the grand ball room, auditorium, pre-function space and limited storage as available located in the Northside Hospital – Cherokee Conference Center (Cherokee County Conference Facilities).

2. Term. The term of this lease shall commence on the date of occupancy of the Premises occupancy each Sunday from 4:45 a.m. to 3:30 p.m. by Lessee and shall continue for a period of Twelve (12) months, unless sooner terminated as provided in this Lease.

3. Rent. Lessee agrees to pay Lessor a minimum monthly rent during the term of this Lease in the amount of \$6,000 per month, payable on the first day of each month during the term of this Lease, with payments to be made by personal delivery or mailing by U.S. Mail to Lessor's office, postmarked not later than the first day of each month during the term of this lease.

c. A late charge of \$250 shall be paid as additional rental for any rental payment hand delivered or received more than fifteen (15) days after the first day of any calendar month during the term of this lease. Any checks not paid by the Bank upon first presentment shall not constitute payment of any of the sums due under this lease.

4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at: Cherokee County Board of Commissioners  
c/o County Manager  
1130 Bluffs Parkway  
Canton, Georgia 30114

COPY

To Lessee at: Revolution Church  
c/o Pastor of Operations  
155 P. Rickman Industrial Drive  
Canton, GA 30115

5. Parking. It is agreed that Lessee, its agents, servants, employees, customers, guests, and invitees, shall have the right to park without charge, throughout the original term of this lease and any renewal term, upon the County Administrative Offices and Conference Center parking lot. Additionally, it is agreed that Lessee may park three storage trailers and one U-haul vehicle at the far end of the back parking lot.

6. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the premises, will have acknowledged that the premises are in satisfactory and acceptable condition.

7. Use. Lessee shall use the premises as church services, and shall not use or permit the building and surrounding property (i.e., parking lot, and surrounding property) to be used for any other purpose. Lessee agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises. Lessee agrees that only persons properly trained on the Cherokee County's Conference Facilities audio-visual equipment by County representatives will be authorized to operate the audio-visual system. Lessee further agrees to be accountable for damages to the Cherokee County's Conference Facilities audio-visual system made by its representatives and will pay for suitable repair or replacement. Lessee will also be responsible for set-up and tear-down of chairs and other movable furniture and fixtures utilized for its weekly services on a timely basis as requested by Lessor.

8. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.

9. Alterations by Lessee. Lessee agrees that it will make no alterations to the premises without the prior written consent of the Lessor.

10. Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the premises, or cause the cancellation of any insurance policy covering the premises, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.

a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.

b. Lessee further agrees it will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor.

11. Care of the Premises. Lessee agrees to take good care of the Premises.

12. **Liability.** Lessee agrees that Lessor and Cherokee County, its elected officials, agents, employees and subcontractors shall not be liable for any damage or injury to persons or property arising out of the use of the Premises or surrounding property (i.e., parking lot) by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.

- a. Lessee will indemnify and save Lessor and Cherokee County harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.
- b. Lessee shall furnish to Lessor and Cherokee County a certificate of public liability insurance, and a certificate of renewal of such insurance from time to time throughout the term of this lease, insuring Lessees against liability for personal injury in the amount of at least \$1,000,000 per person or \$1,000,000 per accident, and against liability for property damage in the amount of \$2,000,000 per occurrence.
- c. Lessee agrees that Lessor and Cherokee County shall be entitled to post any notice of non liability required by its insurance carrier in a space that complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the term of this lease.

13. **Lessor's Right to Inspect.** Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.

14. **Fixtures and Personal Property.** Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be the property of Lessor, or Lessor may agree that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

15. **Repairs and Maintenance.** Lessor agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 5, the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good, first class condition, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand.

16. Janitorial Service. Lessor agrees to provide in the Premises, at Lessor's expense, the following janitorial services: cleaning one (1) day per week; trash disposal one (1) day per week; vacuuming of carpets once per week; replacement of light tubes and bulbs as required. Air conditioning will be supplied to cause the temperature in the interior of the Premises to be not greater than 78 degrees at all times and heat will be supplied as necessary to cause the temperature to be not less than 68 degrees at all times.

17. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.

18. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at Lessor's expense, to the condition in which the premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

19. Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn.

20. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the condemnor, whichever first occurs, and rent under this Lease shall be payable only to that date. Lessor shall return to Lessee any rent paid beyond that date.

21. Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.

22. Assignment and Subletting. Lessee may not sublet or assign its interest under this Lease without the written consent of Lessor, except to a business entity that is owned or controlled by Lessee or that is the survivor of any merger, acquisition, or corporate reorganization in which Lessee's shareholders control the survivor.

- a. If permission is granted, Lessee may assign its interest in this lease, provided Lessee remains personally liable for the performance of its obligations under this Lease through the remainder of the original term, together with all extensions, expansions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment.

b. Lessor's consent shall not be unreasonably withheld.

23. In the event that this Lease is terminated as permitted under the terms of this Lease, Lessor shall refund to Lessee the security deposit and any prepaid rent accrued as of the date of damage or destruction, less any sum then owing Lessor by Lessee. If Lessor is required under this Lease to repair and reconstruct the Premises, the lease term shall be extended by a period of time equal to the period of time reasonable required to complete the repair and reconstruction.

24. Default by Lessee. Should Lessee at any time be in default with respect to payment of rent for a period of ten (10) days after written notice from Lessor; or should Lessee be in default in the performance of any other of its obligations under this Lease for thirty (30) days after written notice from Lessor specifying the particulars of the default; or should Lessee vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the premises.

a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

b. Should Lessor elect to reenter, this lease shall be deemed terminated; provided, however, that Lessor shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent Lessor receives during that period from any subsequent tenant of the Premises.

c. Lessor shall in such event have no obligation to relet the Premises.

25. Should Lessor at any time terminate this lease under Lessor's express rights set forth in this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

26. Redelivery of Premises. Lessee agrees to redeliver to Lessor the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.

27. Holding Over. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as specified in this Lease, so far as applicable, and at a monthly rental equal to twice the rentals and other charges stated in this Lease for the primary term of this lease.

28. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

29. Time of Essence. Time is of the essence in this lease.

30. Mutuality. All covenants and conditions in this Lease are mutually dependent.

32. Refurbishment's. Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Lessor under this lease.

33. Option to Renew. Lessee is hereby given an option to renew this lease for two (2) additional term of one (1) year by giving Lessor written notice on or before ninety (90) days before the expiration of the primary term of this lease, and Lessor agrees to renew. The renewal lease is to be upon the same terms, covenants, and conditions contained in this Lease.

34. Lessee Deposits. Lessor acknowledges that it has possession of a deposit in the amount of \$500 deposited by Lessee.

35. Lessor agrees that the deposit shall, upon commencement of the term of this new Lease, constitute the deposit which shall be held during the term of this Lease by Lessor as security for the performance by Lessee of its obligations under this Lease.

- a. In addition, on the first day of the commencement of the term of this Lease, Lessee shall pay all or a prorated portion of the first month's rent in advance, as provided above.
- b. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.
- c. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.
- d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this Lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.

- e. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall constitute a default of this lease.
  - f. If Lessee is not then in default under this Lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease agreement.
36. Option to Buy-out Lease Agreement: In the event the Lessee desires to terminate the lease due to future growth and expansion of its membership which Lessor's facility cannot reasonably accommodate, Lessee reserves the option to present a 30-day written notice to terminate agreement and will pay the current month's rent along with two additional monthly rental payments to "buy out" its lease commitment.
37. Special Services on Premium Nights: Lessee agrees to lease Conference Center and Cherokee Hall for Easter Eve services on Saturday, April 7, 2012 at standard rental rates in consideration for Lessor offering non-profit religious organization discounts on the main lease agreement.
38. Lessor's Preferred/Approved Vendors for Special Events: Lessee agrees to use Lessor's pre-approved caterers and other preferred vendors on the premises for special events requiring use of the Lessor's commercial kitchen for food and beverage services.

[SIGNATURES TO FOLLOW]

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

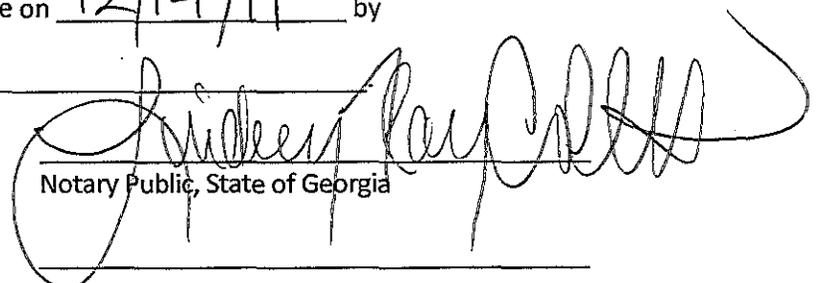
 12/14/11  
 LESSEE

\_\_\_\_\_  
 LESSOR

State of \_\_\_\_\_

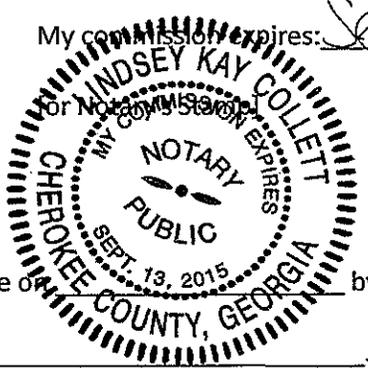
County of \_\_\_\_\_

This instrument was acknowledged before me on 12/14/11 by

\_\_\_\_\_  
  
 Notary Public, State of Georgia

Notary's typed or printed name

My commission expires: September 13, 2015



State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me or \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Georgia

\_\_\_\_\_  
Notary's typed or printed name

My commission expires: \_\_\_\_\_

[or Notary's Stamp]



**Cherokee County, Georgia**  
**Agenda Request**

Agenda No.  
1. 2

SUBJECT: Approval to Surplus House  
at 102 Dockside Downs Drive

MEETING DATE: December 20, 2011

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Request approval to surplus existing house located at 102 Dockside Downs Drive on parcel acquired as right-of-way for the Bells Ferry Road widening project.

FACTS AND ISSUES:

Cherokee County acquired a two-story frame house at 102 Dockside Downs Drive as an advanced/hardship, right-of-way acquisition for the Bells Ferry Road widening project.

The recommendation is to demolish the house. The house has been winterized, boarded up and all utilities have been disconnected.

The house will be demolished by County forces.

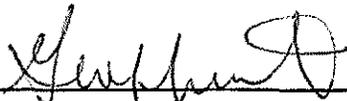
BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus existing house located at 102 Dockside Downs Drive on parcel acquired as right-of-way for the Bells Ferry Road widening project.

REVIEWED BY:

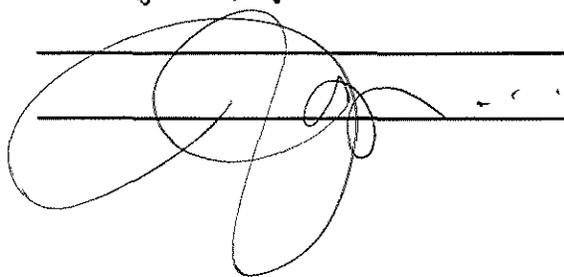
DEPARTMENT HEAD:

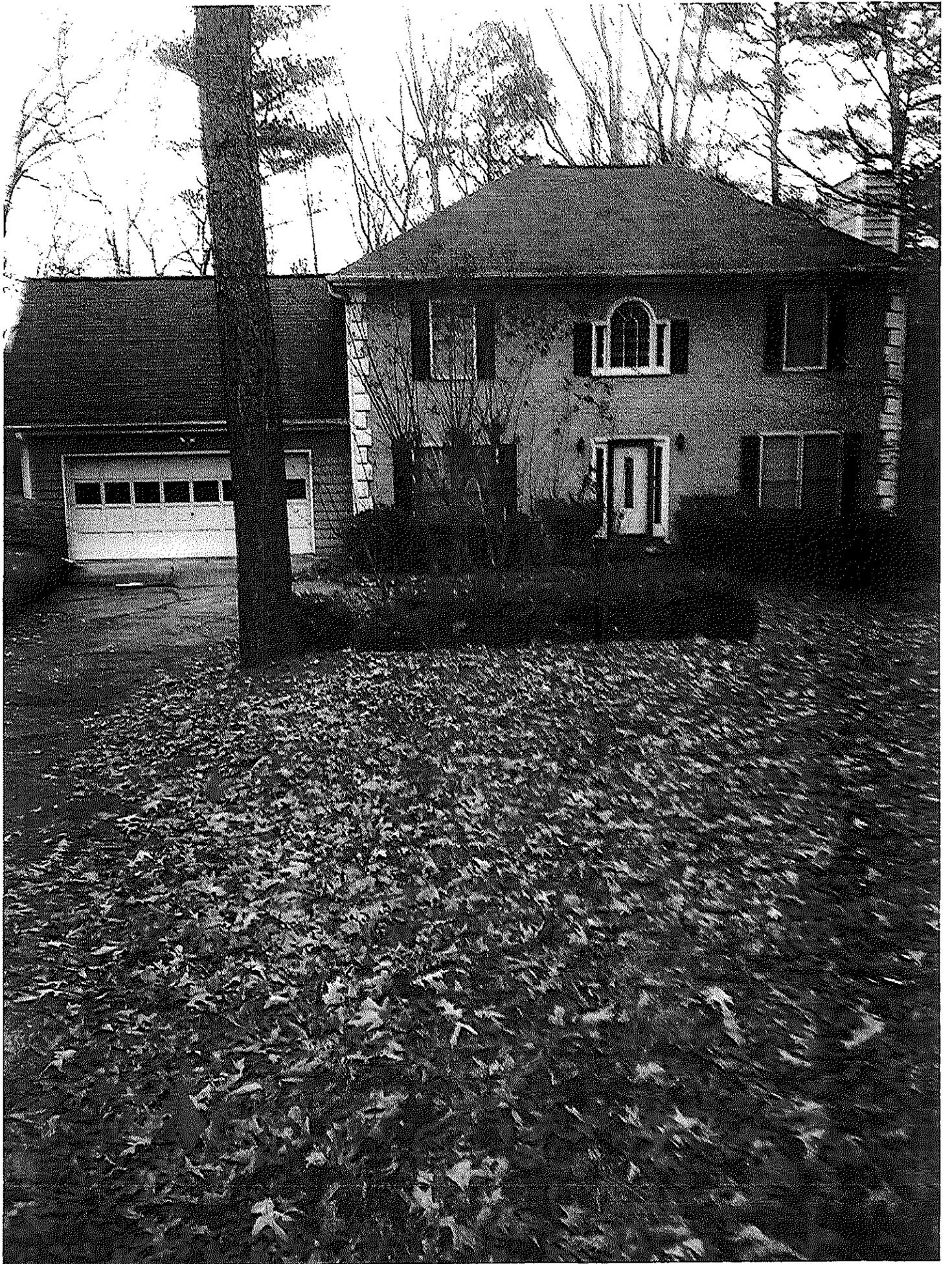


COUNTY ATTORNEY:

\_\_\_\_\_

COUNTY MANAGER:







# Cherokee County, Georgia Agenda Request

Agenda No.

1.3

SUBJECT: Memorandum of Agreement  
With Atlanta Regional Commission for  
Regional Transit Planning Coordination and Cooperation

MEETING DATE: December 20, 2011

SUBMITTED BY: Geoffrey E. Morton

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## COMMISSION ACTION REQUESTED:

Consider approval of an agreement between the Cherokee County and the Atlanta Regional Commission for 2012 participation in ARC's Regional Transit Committee.

---

## FACTS AND ISSUES

In accordance with the Regional Transit Committee's (RTC) operational procedures, all members who choose to participate in the RTC in a voting capacity are required to financially support the operations of the committee. At the September 2011 RTC meeting the 2012 RTC Work Program and Budget were unanimously adopted.

Per the MOA, Cherokee County shall be responsible for the following:

1. Participate in the Atlanta regional transit planning and coordination process, with a voting member on the Regional Transit Committee.
2. Provide local funds to match available federal transportation planning funds, as determined annually by the RTC to be fair and reasonable.
3. Coordinate with ARC, GDOT, GRTA, and MARTA on transit planning and coordination activities related to the mission of the RTC.
4. Provide other assistance as mutually agreed upon.

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## BUDGET:

Budgeted Amount:	\$ 5,435.00	Account Name: Dues & Fees
Amount Spent to Date:	\$ 0.00	Account #: 523600
Amount Encumbered:	\$ 0.00	
Amount Requested:	\$ 5,000.00	
Remaining Budget	\$ 435.00	

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## ADMINISTRATIVE RECOMMENDATION:

Approval of an agreement between the Cherokee County and the Atlanta Regional Commission for 2012 participation in ARC's Regional Transit Committee.

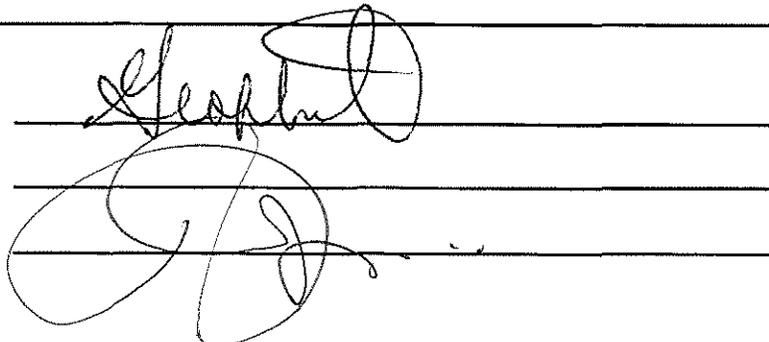
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## REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_







ATLANTA REGIONAL COMMISSION

RECEIVED  
OCT 25 '11

PLANNING • LEADERSHIP • RESULTS

October 21, 2011

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

25 Oct '11

Jerry  
re Budget

believe we should  
remain a voting  
member @ \$5.0K  
agree  
Buzz

RE: 2012 Participation in ARC's Regional Transit Committee (RTC)

Dear Chairman Ahrens:

You are receiving this letter as an eligible member of the Regional Transit Committee (RTC), the policy committee at ARC established in January 2010 as the successor to the Transit Implementation Board (TIB) and tasked with continuing the dialogue regarding the governance, funding, and coordination of existing and future transit service in the 20-county Atlanta region.

Geoff  
FYI

In accordance with the RTC's operational procedures, all members who choose to participate in the RTC in a voting capacity are required to financially support the operations of the committee. At the September 2011 RTC meeting the 2012 RTC Work Program and Budget were unanimously adopted. Dues for 2012 participation in the RTC has been set at \$5,000 for local governments as well as the Metro Atlanta Mayor's Association (MAMA), \$10,000 for the Georgia Department of Transportation, and \$150,000 of in-kind services from both the Metropolitan Atlanta Rapid Transit Authority (MARTA) and the Georgia Regional Transportation Authority (GRTA). These dues will be used to match a grant from the Federal Transit Administration which we will use to meet the costs associated with accomplishing the work of the RTC for a 12-month period from January 2012 through December 2012. In addition to the funding mentioned above, ARC provides the primary staff resources to the RTC effort.

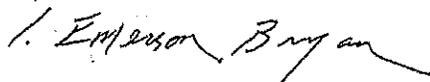
I am aware that many local governments as well as the state are developing FY 2012 budgets now and need to account for this request. Please consider this letter a request to set aside an appropriate amount of money in your budget, based on the figures above. Enclosed are two copies of the final proposed Memorandum of Agreement (MOA) between your organization and ARC, already signed by ARC. A sample of this agreement was included in your September 2011 RTC meeting packet. Should your organization decide to participate as a voting member of the RTC in 2012, simply sign the two enclosed copies of the agreement, returning one copy to ARC and keeping one for your records. ARC respectfully asks that you return the signed MOA back to us no later than December 16, 2011. Upon receipt of the signed agreement, we will follow up with an invoice for the 2012 dues payable to ARC.

F/c /  
to execute

Page 2

Thank you, and do not hesitate to contact Regan Hammond of my staff at 404.463.3269 or [rhammond@atlantaregional.com](mailto:rhammond@atlantaregional.com) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "I. Emerson Bryan". The signature is written in a cursive style with a long, sweeping underline.

I. Emerson Bryan  
Interim Director

Enclosure: Proposed MOA between ARC and Cherokee County

C: Geoff Morton

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**Memorandum of Agreement  
Regional Transit Planning Coordination and Cooperation  
between the Atlanta Regional Commission and Cherokee County**

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**SECTION 1: PURPOSE**

This Memorandum of Agreement (MOA) defines the roles and responsibilities of the Atlanta Regional Commission and Cherokee County in the transit planning and coordination activities for the Atlanta region.

The Atlanta Regional Commission (ARC) is the federally designated Metropolitan Planning Organization for the Atlanta Metropolitan Transportation Planning Area as well as the state designated Metropolitan Area Planning & Development Commission with the responsibilities of a Regional Commission. The ARC is composed of officials of political subdivisions and of private citizens representing districts of approximately the same population within the Atlanta metropolitan area as determined from time to time in accordance with the provisions of Chapter 8 of Title 50 of the official Code of Georgia Annotated. Such composition provides representation to local governments within the area.

In 2004, ARC launched the Regional Transit Institutional Analysis (RTIA) to study the institutional challenges associated with the planning and provision of transit at the regional level. The RTIA led to the creation of the Transit Planning Board (TPB) in 2006, an interagency partnership between ARC, the Georgia Department of Transportation (GDOT), the Georgia Regional Transportation Authority (GRTA) and the Metropolitan Atlanta Rapid Transit Authority (MARTA).

Following the sunset of the TPB in December 2008, the Transit Implementation Board (TIB) was created as an ad hoc committee of ARC. A primary task of the TIB was to develop and recommend a long term governance structure for regional transit planning and coordination. In September 2009, the TIB recommended the establishment of a Regional Transit Committee as a full policy committee of ARC.

In December 2009, ARC, GDOT, GRTA and MARTA did amend their 2008 Quad Party Agreement (*Memorandum of Agreement for Transportation Planning Coordination and Cooperation in the Atlanta Metropolitan Planning Area (MPA) between the Atlanta Regional Commission, Georgia Department of Transportation, Georgia Regional Transportation Authority, and Metropolitan Atlanta Rapid Transit Authority*) to define their roles and responsibilities relative to a Regional Transit Committee.

The RTC was implemented as a policy committee of the ARC in January 2010.

## SECTION 2: DEFINITIONS

The following terms used in this MOA shall have the meanings set forth in this section and as now or hereafter defined in the referenced federal or state statutes or regulations:

- A. **Atlanta Regional Commission (ARC)** means the multipurpose, comprehensive regional planning agency created pursuant to State law and designated as the planning agency for the 10 county Atlanta Region for all federal and state programs which require or encourage areawide planning. ARC is designated by the Governor of the State of Georgia as the Metropolitan Planning Organization for the 18-county Atlanta area pursuant to the Federal Aid Highway Act (23 U.S.C. § 101 et seq.), the Federal Transit Act (49 U.S.C. Appx § 1601 et seq) and other applicable federal and state laws.
- B. **Regional Transit Committee (RTC)** means the policy committee of ARC responsible for regional transit coordination. . The RTC holds regularly scheduled meetings that are open to the public.
- C. **Regional Transportation Plan (RTP)** means the financially balanced 20 year or more multimodal transportation plan that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods.
- D. **Transportation Improvement Program (TIP)** means the financially balanced, staged, short-term, multi-year intermodal program of transportation projects covering a Metropolitan Transportation Planning Area which is consistent with the Regional Transportation Plan, and developed pursuant to 23 CFR 450.
- E. **Transportation & Air Quality Committee (TAQC)** means the transportation policy committee of the ARC. TAQC serves as the body to develop consensus among the ARC, MARTA and GDOT regarding metropolitan or multi-jurisdictional transportation related policy matters potentially affecting the Area. TAQC shall transmit its recommendations directly to the Commission. TAQC holds regularly scheduled meetings which are open to the public.
- F. **Transportation Coordinating Committee (TCC)** means the transportation technical committee of the ARC. TCC is responsible for providing local government input on planning issues and evaluating information in order to provide technical advice to TAQC. TCC holds regularly scheduled meetings which are open to the public.

## SECTION 3: ORGANIZATIONAL ROLES & RESPONSIBILITIES

- A. **ATLANTA REGIONAL COMMISSION (ARC)**, as the managing agency for the RTC, shall be responsible for the following:
  - 1. Provide administrative support for all aspects of the day-to-day operation of the RTC. This work includes (but is not limited to) regular communication with board members and stakeholders, scheduling of and preparation for board and committee meetings, coordination of staff resources between the RTC partner agencies, management of

RTC consultants/contractors, and administration of the federal grants that support the work of the RTC.

2. Maintain and refine the adopted regional transit vision (Concept 3) and provide planning and technical support to both long-range and short-range transit planning initiatives around the region.
3. Facilitate discussion and coordination regarding legislative developments at the state and federal levels that impact regional transit planning and coordination activities in the Atlanta region.
4. Coordinate activities of the RTC with the ongoing RTP/TIP development and programming activities of ARC's Transportation Planning Division, with RTC providing recommendations regarding the transit element of the RTP/TIP.
5. Oversee service coordination activities between the various transit operators in the Atlanta region through regular meetings of the Service Coordination Council of the RTC.
6. Coordinate activities related to the development of a regional fare policy in the Atlanta region for all existing and planned new transit agencies.
7. Coordinate activities of the RTC with the ongoing activities of ARC's Transportation Planning Division regarding the planning and provision of Human Services Transportation (HST).
8. Establish performance measures for evaluation of regional transit services and create a data reporting structure for all regional transit operators. Publish summaries of the collected data in periodic reports on the state of the regional transit system.
9. Coordinate public engagement and outreach efforts related to the RTC and its activities.
10. Provide other assistance as mutually agreed upon.

**B. CHEROKEE COUNTY, shall be responsible for the following:**

1. Participate in the Atlanta regional transit planning and coordination process, with a voting member on the Regional Transit Committee.
2. Provide local funds to match available federal transportation planning funds, as determined annually by the RTC to be fair and reasonable. Failure to provide local matching funds for any year will revert the county to non-voting status for that year.
3. Coordinate with ARC, GDOT, GRATA, and MARTA on transit planning and coordination activities related to the mission of the RTC.
4. Provide other assistance as mutually agreed upon.

**SECTION 4: COMPLIANCE WITH APPLICABLE LAWS & REGULATIONS**

All parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of any party under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 5: AMENDMENTS & MODIFICATIONS**

Any party may request changes to this MOA at any time by written notice to the other party's signatory of this agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this MOA executed in the same manner as original MOA approval. Either party may terminate this agreement by giving 30 days notice to the other party.

**SECTION 6: NOTIFICATION**

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

*In witness whereof, the parties hereto have executed this Memorandum of Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.*

*Attest:*

*Atlanta Regional Commission*

\_\_\_\_\_

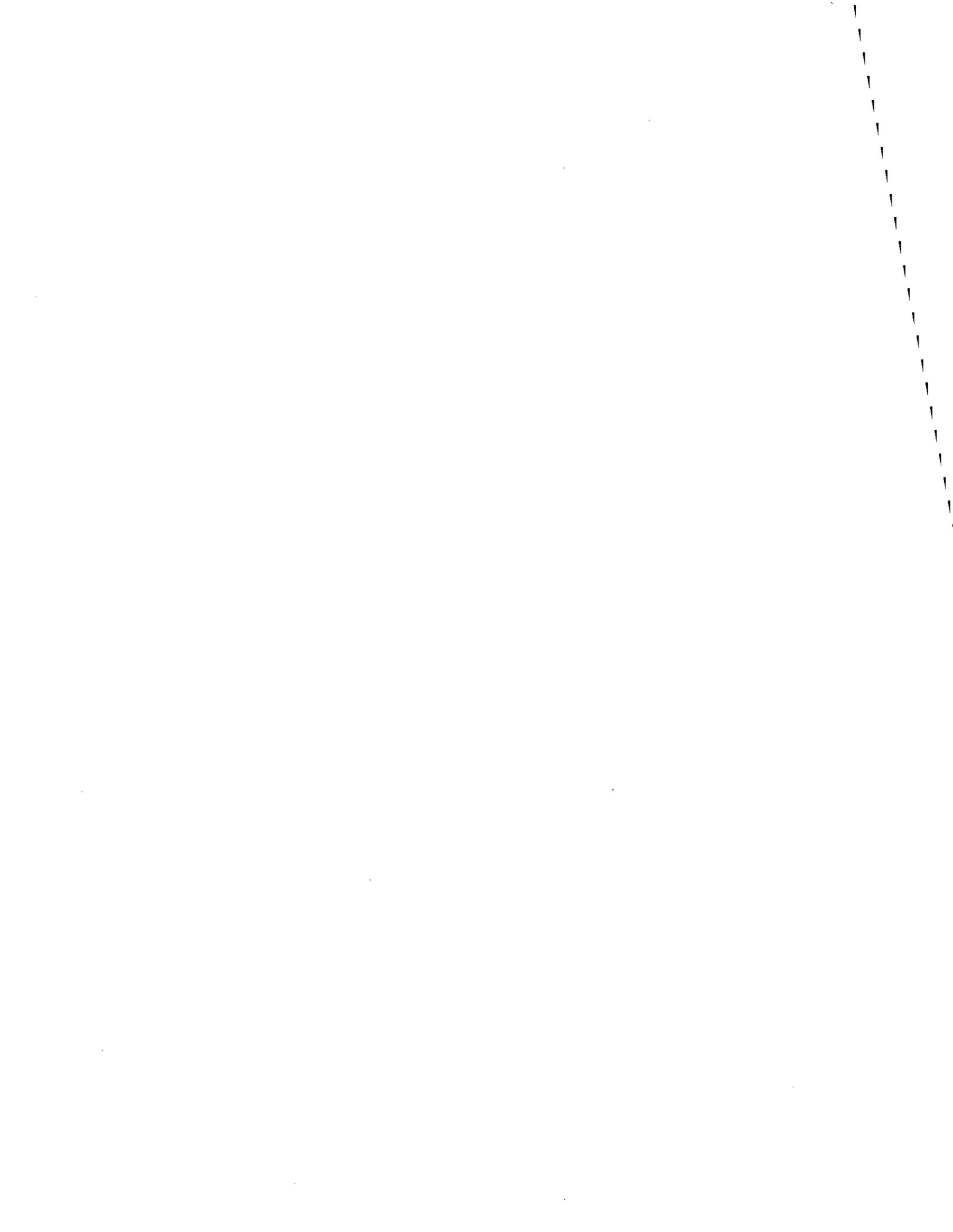
*I. Emerson Bryan*  
\_\_\_\_\_  
*Director*

*Attest:*

*Cherokee County*

\_\_\_\_\_

\_\_\_\_\_  
*County Commission Chair*





**Cherokee County, Georgia**  
**Agenda Request**

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Agenda No. 1.4
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**SUBJECT:** Acceptance of Easement from  
Army Corps of Engineers for  
East Bells Ferry Road Project

**MEETING DATE:** December 20, 2011

**SUBMITTED BY:** Geoffrey E. Morton

---

**COMMISSION ACTION REQUESTED:**

Consider acceptance of easement from the Army Corps of Engineers for necessary additional right-of-way required for construction of the East Bells Ferry Road Project.

---

**FACTS AND ISSUES:**

The attached easement grants Cherokee County public right-of-way over Corps of Engineers property in order to construct and maintain East Bells Ferry Road.

The improvements to East Bells Ferry Road include installation of a right turn lane off of Bells Ferry Road into East Bells Ferry Road and improvements to the vertical alignment of East Bells Ferry Road just east of its intersection with Bells Ferry Road.

East Bells Ferry road serves as the access roadway to the Cherokee Outdoor YMCA and Lewis Park.

---

**BUDGET:**

Budgeted Amount:	\$0.00	Account Name:
Amount Encumbered:	\$0.00	Account #:
Amount Spent to Date:	\$0.00	
Amount Requested:	\$0.00	
Remaining Budget	\$0.00	

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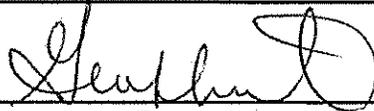
**ADMINISTRATIVE RECOMMENDATION:**

Acceptance of easement from the Army Corps of Engineers for necessary additional right-of-way required for construction of the East Bells Ferry Road Project.

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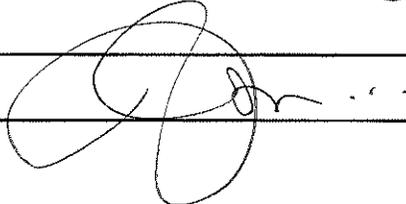
**REVIEWED BY:**

**DEPARTMENT HEAD:** \_\_\_\_\_



**COUNTY ATTORNEY:** \_\_\_\_\_

**COUNTY MANAGER:** \_\_\_\_\_





**DEPARTMENT OF THE ARMY**  
MOBILE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 2288  
MOBILE, ALABAMA 36628-0001

December 8, 2011

REPLY TO  
ATTENTION OF

Civil Branch  
Real Estate Division

Mr. Geoff Morton  
Engineer, Cherokee County Government  
Capital Program Management  
11130 Bluffs Parkway  
Canton, Georgia 30114

Dear Mr. Morton:

Enclosed for review and signature are duplicate originals of Supplemental Agreement No. 1 to Easement No. DACW01-2-02-0035, which will add 0.269 of an acre to your right-of-way along Bells Ferry Road to allow Cherokee County to tie shoulders into the existing road grade.

Please have the documents signed, dated, and witnessed, and return both copies to this office along with an excerpt of the County Commission meeting whereby acceptance of the supplemental agreement was authorized. Upon execution on behalf of the Government, a fully executed copy will be furnished for your records.

If you have any questions, please contact Wendy Morrison at (251) 694-3676.

Sincerely,

A handwritten signature in black ink, appearing to read "Derrick D. Moton", written over a white background.

Derrick D. Moton  
Chief, Civil Branch  
Real Estate Division

Enclosure

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
DEPARTMENT OF THE ARMY  
EASEMENT NO. DACW01-2-02-0035  
ALLATOONA LAKE, GEORGIA**

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into between the **SECRETARY OF THE ARMY**, party of the first part, hereinafter called the Government, and **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, party of the second part, hereinafter called the Grantee, **WITNESSETH:**

**WHEREAS**, on December 17, 2002, the Government issued to the Grantee a right-of-way for the purpose of widening and improving East Bells Ferry Road; and

**WHEREAS**, the Grantee has requested that an additional 0.269 of an acre be added to the easement in order to tie shoulder grades into the existing road grades; and

**WHEREAS**, it has been administratively determined that amendment of the easement to modify the right-of-way for the road will be in the public interest and will not substantially injure the interest of the United States in the property affected.

**NOW THEREFORE**, The Secretary of the Army, under and by virtue of the authority vested in him by Title 10, United State Code, Section 2668, hereby amends easement DACW01-2-02-0035 effective on the date of execution hereof, as follows:

a. The Granting Clause is hereby amended to read as follows:

"...lands of the United States as described in Exhibits "A" and "A-1", and as shown on Exhibits "B" and "B-1", attached hereto and made a part hereof..."

b. Exhibits "A-1" and "B-1", describing and identifying the additional right-of-way, are hereby added and made a part of the easement.

**All other terms and conditions of the easement shall be and remain the same.**

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WILLIE L. PATTERSON III, Ed.D.  
Chief, Real Estate Division  
U.S. Army Engineer District, Mobile District

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

[SEAL]

THIS SUPPLEMENTAL AGREEMENT is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CHEROKEE COUNTY, GEORGIA**

By: \_\_\_\_\_

Title:

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

**ALLATOONA LAKE  
DESCRIPTION FOR ROAD RIGHT-OF-WAY EASEMENT TO  
CHEROKEE COUNTY, GA**

PARCEL 3

All that tract or parcel of land lying and being in Land Lot 539, 21st Land District, 2<sup>nd</sup> Section, Cherokee County, Georgia, more particularly described as follows:

Commencing at an iron marker stamped "539/542|540/541", which is at the southeast corner of said Land Lot 539 and at a corner of a tract of land owned by the United States of America at Allatoona Lake and at plane coordinate position North 1,511,008.69 feet and East 373,941.04 feet, based on Transverse Mercator Projection, Georgia West Zone, NAD '27;

Thence N 01° 25' 01" W along the east line of said land lot which is along the boundary of said United States tract a distance of 657.80 feet to an iron marker stamped "H01-47";

Thence S 89° 17' 22" W along the boundary of said United States tract a distance of 118.59 feet to a point which is on the existing westerly right-of-way line of East Bells Ferry Road and the **POINT OF BEGINNING**;

Thence continue S 89° 17' 22" W along the boundary of said United States tract a distance of 66.31 feet to a point on the existing easterly right-of-way of Bells Ferry Road;

Thence N 16° 12' 08" E along the existing easterly right-of-way of said Bells Ferry Road a distance of 81.57 feet;

Thence N 15° 49' 11" E along the existing easterly right-of-way line of said Bells Ferry Road a distance of 18.53 feet to a point on the existing westerly right-of-way line of East Bells Ferry Road;

Thence Southeasterly along the existing westerly right-of-way line of said East Bells Ferry Road which is along a curve to the right with a radius of 60.00 feet, an arc distance of 28.61 feet, the chord of which bears S 31° 38' 05" E a distance of 28.34 feet;

Thence S 17° 58' 28" E along the existing westerly right-of-way line of said East Bells Ferry Road, a distance of 60.01 feet;

Thence S 19° 53' 11" E along the existing westerly right-of-way line of said East Bells Ferry Road, a distance of 15.02 feet, more or less, to the point of beginning.

Containing 0.079 of an acre, more or less.

PARCEL 4

All that tract or parcel of land lying and being in Land Lot 539, 21st Land District, 2<sup>nd</sup> Section, Cherokee County, Georgia, more particularly described as follows:

Commencing at an iron marker stamped "539/542|540/541", which is at the southeast corner of said Land Lot 539 and at a corner of a tract of land owned by the United States of America at Allatoona Lake and at plane coordinate position North 1,511,008.69 feet and East 373,941.04 feet, based on Transverse Mercator Projection, Georgia West Zone, NAD '27;

Thence N 01° 25' 01" W along the east line of said land lot which is along the boundary of said United States tract a distance of 657.80 feet to an iron marker stamped "H01-47";

Thence S 89° 17' 22" W along the boundary of said United States tract a distance of 41.65 feet to the **POINT OF BEGINNING**;

Thence continue S 89° 17' 22" W along the boundary of said United States tract a distance of 24.00 feet to a point on the existing easterly right-of-way line of East Bells;

Thence N 19° 53' 11" W along the existing easterly right-of-way line of said East Bells Ferry Road, a distance of 31.58 feet;

Thence N 17° 58' 28" W along the existing easterly right-of-way line of said East Bells Ferry Road a distance of 59.17 feet;

Thence Northwesterly along the existing easterly right-of-way line of said East Bells Ferry Road which is along a curve to the left with a radius of 110.00 feet, an arc distance of 78.58 feet, the chord of which bears N 38° 26' 20" W a distance of 76.92 feet to a point on the existing easterly right-of-way line of Bells Ferry Road;

Thence N 15° 49' 11" E along the existing easterly right-of-way line of said Bells Ferry Road a distance of 14.01 feet;

Thence N 16° 38' 31" E along the existing easterly right-of-way line of said Bells Ferry Road a distance of 8.80 feet;

Thence S 56° 39' 31" E a distance of 41.13 feet;

Thence S 29° 56' 20" E a distance of 71.68 feet;

Thence S 18° 00' 57" E a distance of 48.50 feet;

Thence S 18° 00' 57" E a distance of 38.16 feet, more or less, to the point of beginning;

Containing 0.102 of an acre, more or less.

PARCEL 5

All that tract or parcel of land lying and being in Land Lot 540, 21st Land District, 2<sup>nd</sup> Section, Cherokee County, Georgia, more particularly described as follows:

Commencing at an iron marker stamped "539/542|540/541", which is at the southwest corner of said Land Lot 540 and at a corner of a tract of land owned by the United States of America at Allatoona Lake and at plane coordinate position North 1,511,008.69 feet and East 373,941.04 feet, based on Transverse Mercator Projection, Georgia West Zone, NAD '27;

Thence N 01° 25' 01" W along the west line of said land lot which is along the boundary of said United States tract a distance of 501.30 feet to a point which is on the existing easterly right-of-way line of East Bells Ferry Road and the **POINT OF BEGINNING**;

Thence continue N 01° 25' 01" W along the west line of said land lot which is along the boundary of said United States tract a distance of 39.86 feet;

Thence S 25° 47' 49" E a distance of 33.48 feet;

Thence S 21° 34' 37" E a distance of 48.67 feet;

Thence S 23° 16' 20" E a distance of 50.25 feet;

Thence S 34° 31' 33" E a distance of 50.56 feet;

Thence S 72° 24' 29" E a distance of 35.73 feet;

Thence S 10° 44' 40" W a distance of 32.46 feet;

Thence S 15° 20' 09" E a distance of 51.22 feet;

Thence S 25° 23' 03" E a distance of 51.01 feet to a point on the existing easterly right-of-way line of said East Bells Ferry Road;

Thence continue along the existing easterly right-of-way line of East Bells Ferry Road the following bearings and distances:

N 29° 17' 06" W a distance of 34.33 feet;

N 28° 30' 09" W a distance of 38.15 feet;  
N 28° 53' 27" W a distance of 37.26 feet;  
N 29° 20' 53" W a distance of 37.26 feet;  
N 29° 06' 54" W a distance of 37.17 feet;  
N 29° 00' 29" W a distance of 36.98 feet;  
N 28° 39' 41" W a distance of 34.04 feet;  
N 27° 38' 24" W a distance of 35.28 feet;  
N 26° 10' 21" W a distance of 6.83 feet, more or less, to the point of beginning.  
Containing 0.083 of an acre, more or less.

#### PARCEL 6

All that tract or parcel of land lying and being in Land Lot 540, 21st Land District, 2<sup>nd</sup> Section, Cherokee County, Georgia, more particularly described as follows:

Commencing at an iron marker stamped "539/542|540/541", which is at the southwest corner of said Land Lot 540 and at a corner of a tract of land owned by the United States of America at Allatoona Lake and at plane coordinate position North 1,511,008.69 feet and East 373,941.04 feet, based on Transverse Mercator Projection, Georgia West Zone, NAD '27;

Thence N 01° 25' 01" W along the west line of said land lot 540 which is along the boundary of said United States tract for a distance of 390.35 feet to the existing westerly right-of-way line of East Bells Ferry Road;

Thence S 29° 00' 29" E along the existing westerly right-of-way line of said East Bells Ferry Road a distance of 14.82 feet;

Thence S 29° 06' 54" E along the existing westerly right-of-way line of said East Bells Ferry Road a distance of 32.85 to the **POINT OF BEGINNING**;

Thence S 08° 49' 36" E a distance of 26.00 feet;

Thence S 49° 17' 21" E a distance of 26.49 feet to a point on the existing westerly right-of-way line of said East Bells Ferry Road;

Thence N 28° 53' 27" W along the existing westerly right-of-way line of said East Bells Ferry Road a distance of 7.62 feet;

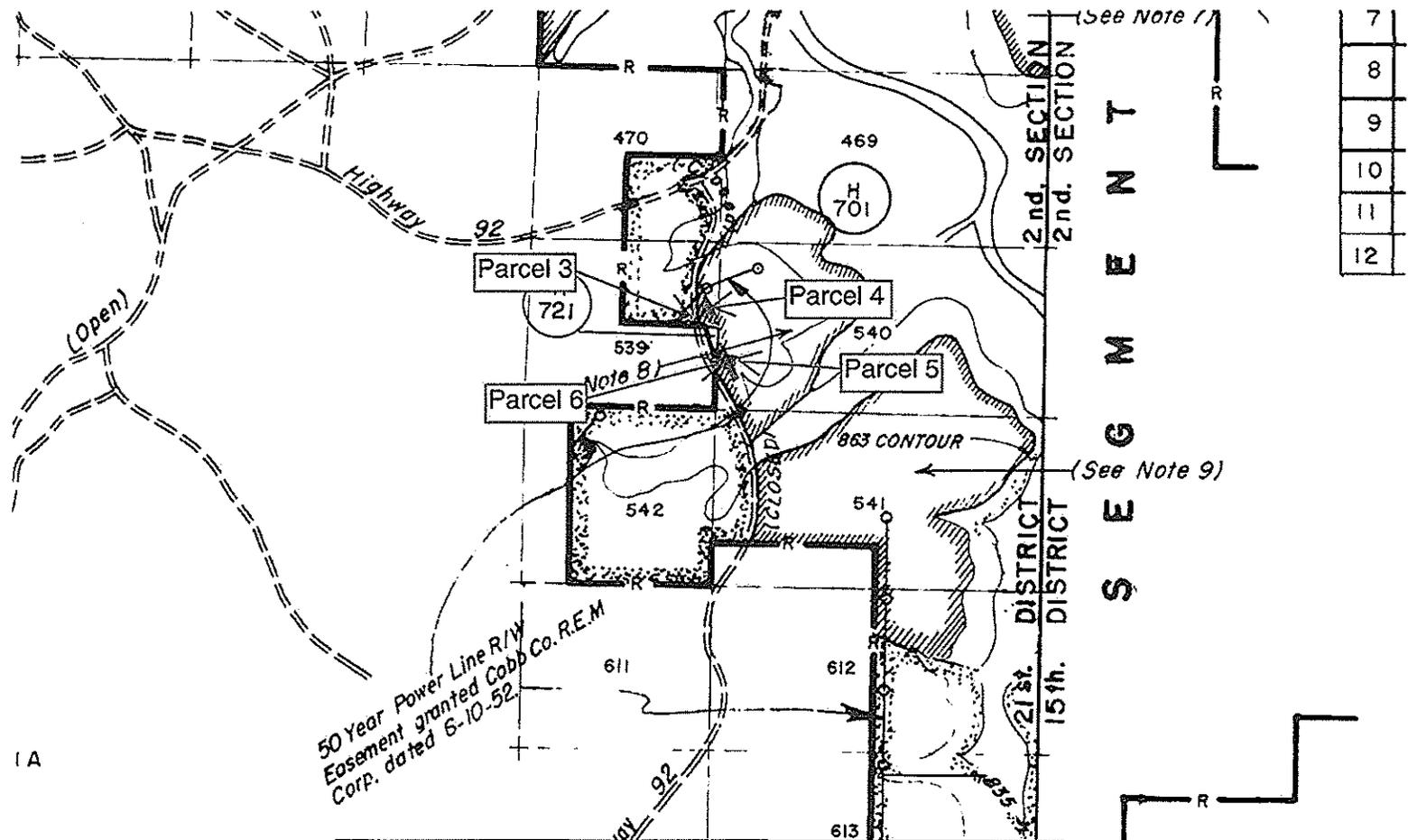
Thence N 29° 20' 53" W along the existing westerly right-of-way line of said East Bells Ferry Road a distance of 37.16 feet;

Thence N 29° 06' 54" W along the existing westerly right-of-way line of said East Bells Ferry Road a distance of 4.47 feet, more or less, to the point of beginning;

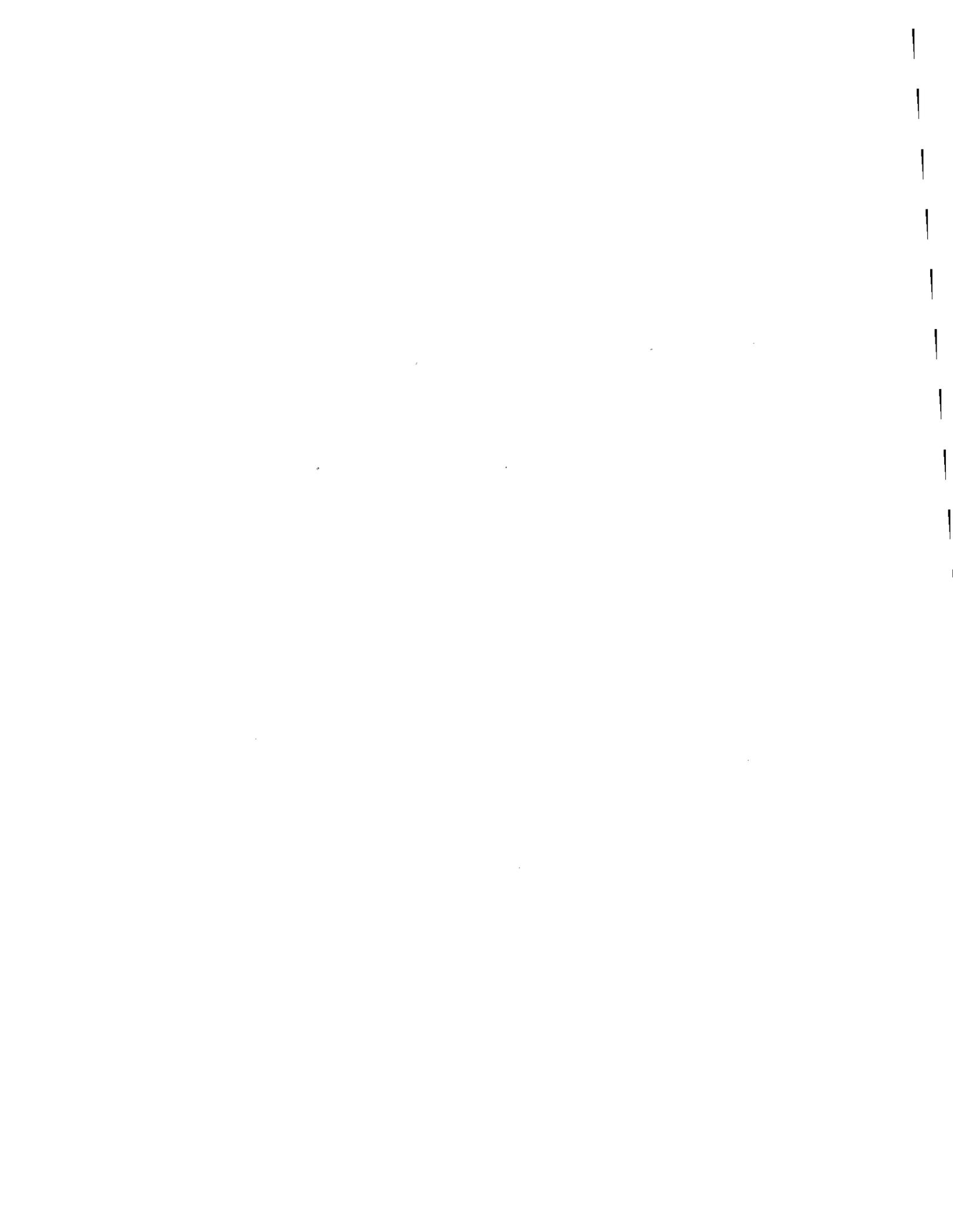
Containing 0.005 of an acre, more or less.

Containing a net total of 0.269 of an acre, more or less, and being a part of Tract H-701 of the Allatoona Lake Project.

3 October 2011  
M:\RE-PC\M&D Jobs\C11-015



ALLATOONA LAKE  
 Portion of Segment "H"  
 Land Lots 539 & 540, 21st Land District  
 Cherokee County, Georgia  
 Scale: 1" = 1200'  
 Exhibit "B1" to Easement No. DACW01-2-02-0035



1.5

**Cherokee County, Georgia  
Agenda Request**

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**SUBJECT:** Lease Agreement for Use of Cherokee Charter Academy gymnasium  
**SUBMITTED BY:** Bryan Reynolds, CRPA Director

**MEETING DATE:** 12/20/11

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**COMMISSION ACTION REQUESTED:**

Requesting Acceptance of Lease Agreement to use Cherokee Charter Academy gymnasium facility for CYB practices and games during 2011-12 season.

---

**FACTS AND ISSUES:**

In order to accommodate all of the children registered for the Cherokee Youth Basketball program, it is necessary for Cherokee County to use other gyms in addition to the elementary school gymnasiums. One such facility is the Cherokee Charter Academy gym located on Sixes Road. The cost of leasing the facility is covered within the CYB program budget. The lease agreement is in the same format as previously used for the lease of the Trinity Presbyterian Church gym and reviewed by the county attorney's office.

---

**BUDGET:**

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

Budget Adjustment Necessary: None

---

**ADMINISTRATIVE RECOMMENDATION:**

Requesting Acceptance of Lease Agreement to use Cherokee Charter Academy gymnasium facility for CYB practices and games during 2011-12 season.

---

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

APPROVED AS TO LEGAL FORM: \_\_\_\_\_

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: \_\_\_\_\_

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Agreement") is entered into as of the \_\_\_\_ day of December, 2011 (the "Effective Date"), between, **Cherokee Charter Academy** ("LANDLORD") and **Cherokee County, Georgia** ("TENANT").

### WITNESSETH

LANDLORD is the owner of the Cherokee Charter Academy gymnasium facility located at 2126 Sixes Road in Canton, Georgia 30114 (the "Property").

1. **Lease of Property.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the Property for use by TENANT for Cherokee County youth basketball activities, including team practices and games, on the dates and times designated on Exhibit "A," attached hereto and incorporated herein by reference.

This Agreement is subject to the following conditions:

**(A) LANDLORD'S Obligations.**

- (i) LANDLORD shall furnish light, HVAC, and water by means of appliances installed for ordinary purposes. LANDLORD shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond the control of LANDLORD.
- (ii) LANDLORD, at its sole expense, shall provide the services of one custodian on site while the Property is in use by TENANT, unless otherwise specified by the parties in writing.
- (iii) LANDLORD, except to the extent of negligence or intentional misconduct by LANDLORD or any of its officers, agents, employees, contractors, subcontractors, or volunteers, shall not be responsible for any damage, accident, or injury to TENANT, its property or its agents, servants, employees, sports participants, parents of participants or their children, guests, or their property from any cause whatsoever, nor for injury or damage to persons or their property while attending any function sponsored by TENANT either prior, during, or subsequent to the period for which use of the Property by TENANT has been authorized.
- (iv) LANDLORD shall provide an electric scoreboard during TENANT'S use of the Property.

**(B) TENANT'S Obligations.**

- (i) TENANT shall obtain at its sole cost and expense any and all licenses or permits required by law.

- (ii) TENANT shall obtain and pay any and all necessary help other than one custodian provided by LANDLORD on days the Property is used by TENANT.
- (iii) TENANT shall accept the Property as it is at the time of occupancy. Removal or relocation of any appliance or equipment occasioned by TENANT'S use of the Property shall be made by TENANT at its expense, but no such removal or relocation shall be made without prior written approval by a representative of LANDLORD. Any appliance or equipment removed or relocated by TENANT shall be replaced or returned to its original location and in the same condition.
- (iv) TENANT shall remove from the Property, within twenty-four hours following the termination of each use of the Property by TENANT, all equipment, properties, scenery, etc. for which TENANT is responsible. Any such material remaining thereafter will be subject to storage charges.
- (v) TENANT shall ensure that no beverage other than water is allowed on the Property during TENANT'S use of the Property.

**(C) Property Use Regulations.**

- (i) TENANT shall only use the Property as described in this Agreement and shall not use the Property between the hours of midnight and 6:00 AM.
- (ii) TENANT shall not use or store, nor permit to be used or stored in or on any part of the Property any substance or thing prohibited by law or by standard policies of fire insurance issued by companies operating in Georgia. Nor shall TENANT, without LANDLORD'S express written permission, store any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind on the Property.
- (iii) TENANT shall not bring onto the Property, keep, possess, or use thereon, or permit others to do so, any intoxicating beverage, controlled substance in violation of law, or gambling device.
- (iv) TENANT shall not permit smoking on the Property during TENANT'S use of the Property.
- (v) LANDLORD reserves the right, through its representatives or law enforcement officers, to eject any objectionable individual(s) from the Property.
- (vi) TENANT shall not use LANDLORD'S phones, internet or any other service regarding which LANDLORD could incur costs or charges. In the event that a phone or internet service is dedicated to TENANT on the

Property, TENANT shall be responsible for the set-up and all expenses related to such service.

(vii) TENANT shall not remove any equipment or furnishings from the Property.

2. **Term and Rental Amount.** This term of this Agreement shall be from the Effective Date until April 1, 2012. TENANT shall pay to LANDLORD rental in the amount of thirty-five dollars and zero cents (\$35.00) per hour of use of the Property by TENANT. LANDLORD shall provide to TENANT, by the fifteenth (15<sup>th</sup>) day of each month, an invoice for the prior month stating the number of hours of TENANT'S use of the Property during the prior month and the rental amount due to LANDLORD for the prior month. TENANT shall make payment to LANDLORD on each invoice within twenty (20) days of TENANT'S receipt of each monthly invoice.
3. **Insurance.** During the performance of this Agreement, TENANT shall maintain and keep in force, at its own expense, insurance coverages and minimum limits as described in Exhibit "B," attached hereto and incorporated herein by reference.
4. **Termination.** Either party may terminate this Agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, LANDLORD may terminate this Agreement immediately, subject to the Opportunity to Cure provisions contained in Paragraph 6 below, upon the breach by TENANT of any provision of this Agreement.
5. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.
6. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a five (5) business day period to cure such failure. In the event that TENANT fails to cure the failure within such time period, this Agreement shall automatically terminate.
7. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located. Any legal action shall be in a court located in Cherokee County, Georgia.
8. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, addressed as follows

(or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:

Cherokee County  
Cherokee County Recreation & Parks  
7545 Main Street, Bld. 200  
Woodstock, Georgia 30188

LANDLORD:

Cherokee Charter Academy  
2126 Sixes Road  
Canton, Georgia 20114

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

9. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.
10. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.
11. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

LANDLORD: CHEROKEE CHARTER ACADEMY

Signed, sealed and delivered this  
12 day of Dec, 2011.

By: Vanessa Suarez  
Name: Vanessa Suarez  
Title: Municipal

[Signature]

Unofficial Witness

Angie K Pattillo

Notary Public

My Commission Expires:  
[Notary Seal]



TENANT: CHEROKEE COUNTY, GEORGIA

Signed, sealed and delivered this  
13<sup>th</sup> day of Dec, 2011.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

[County Seal]

\_\_\_\_\_  
Notary Public

My Commission Expires:  
[Notary Seal]

# Cherokee Charter Gym Director- Brandon Chester- CYB Facility Use

Oct-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# Nov-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Charter		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Charter

X

X

X

X

X

X

X

X

6 PM - 9 PM

6 PM - 9 PM

X

6 PM - 9 PM

X

9 AM - 2 PM

X

School Closed

School Closed

School Closed

School Closed

School Closed

X

X

6 PM - 9 PM

6 PM - 9 PM

X

# Dec-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Charter				6 PM - 9 PM	X	9 AM - 2 PM
X	6 PM - 9 PM	6 PM - 9 PM	X	6 PM - 9 PM	X	9 AM - 2 PM
X	6 PM - 9 PM	6 PM - 9 PM	X	6 PM - 9 PM	X	9 AM - 2 PM
X	School Closed	X				
X	School Closed	X				

# Jan-12

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 X	2 X	3 6 PM - 9 PM	4 X	5 6 PM - 9 PM	6 X	7 9 AM - 2 PM
8 X	9 6 PM - 9 PM	10 6 PM - 9 PM	11 X	12 6 PM - 9 PM	13 X	14 9 AM - 2 PM
15 X	16 School Closed	17 6 PM - 9 PM	18 X	19 6 PM - 9 PM	20 X	21 9 AM - 2 PM
22 X	23 6 PM - 9 PM	24 6 PM - 9 PM	25 X	26 6 PM - 9 PM	27 X	28 9 AM - 2 PM
29 X	30 6 PM - 9 PM	31 6 PM - 9 PM				

# Feb-12

Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

Charter			X	1 6 PM - 9 PM	2	X	3 9 AM - 2 PM	4
X	5 6 PM - 9 PM	6 6 PM - 9 PM	7	X	8 6 PM - 9 PM	9	X	10 9 AM - 2 PM
X	12 6 PM - 9 PM	13 6 PM - 9 PM	14	X	15 6 PM - 9 PM	16	X	17 9 AM - 2 PM
X	19	20 School Closed	21 School Closed	22 School Closed	23 School Closed	24 School Closed	25 X	
X	26 6 PM - 9 PM	27 6 PM - 9 PM	28	X	29			

Mar-12						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Charter				6 PM - 9 PM	1	X	2	9 AM - 2 PM	3				
X	4	6 PM - 9 PM	5	6 PM - 9 PM	6	X	7	6 PM - 9 PM	8	X	9	9 AM - 2 PM	10
	11		12		13		14		15		16		17
	18		19		20		21		22		23		24
	25		26		27		28		29		30		31



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America 2839 Paces Ferry Road, Suite 1200 Atlanta, GA 30339	CONTACT NAME:	
	PHONE (A/C, No, Ext): (678) 919-1150	FAX (A/C, No): (678) 919-1151
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OneBeacon Insurance Company		21970
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**

Cherokee County Board of Commissioners  
 Cherokee County, Georgia  
 Canton, GA 30114-5632

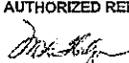
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	GENERAL LIABILITY			7910004710001	9/15/2011	10/1/2012	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 5,000,000
								PRODUCTS - COMP/OP AGG	\$ 5,000,000
									\$
A	AUTOMOBILE LIABILITY			7910004710001	9/15/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
									\$
A	UMBRELLA LIAB			7910004710001	9/15/2011	10/1/2012	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> OCCUR				AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
DED      RETENTION \$									
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				WC STATU-TORY LIMITS	OTH-ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cherokee Youth Basketball

<b>CERTIFICATE HOLDER</b>  Cherokee Charter Academy 2126 Sixes Road Canton, GA 30114	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Cherokee County, Georgia  
Agenda Request

1.6

SUBJECT: E-Verify Affidavit Compliance Reporting

MEETING DATE: 12/20/11

SUBMITTED BY: Greg Dodgen, Director, Procurement & Risk Management

COMMISSION ACTION REQUESTED:

Requesting review by the Commissioners of the E-Verify Affidavit compliance report for the suppliers managed by the County's Procurement and Risk Management Department.

FACTS AND ISSUES:

House Bill 87, enacted into State law in July of 2011, provided additional requirements for reporting by the County of supplier compliance with illegal immigration reform efforts. We've attached communications from the State Auditor and from ACCG that provide some contextual information. The high-level report details are as follows:

- Mandatory reporting, starting December of 2011, and annually thereafter.
- 2011 Reporting period is from July 1 through November 30.
- Report will list Cherokee County's own E-Verify number and date.
- Report will show supplier addresses, contract dates, and E-Verify numbers.

It is the intent of the Procurement and Risk Management Department to operate and report full compliance within the spirit of this new law, not just the letter. To that end, we take the default position of asking all suppliers to validate their compliance. In the event that a supplier and the using department or agency can confirm that the supplier will only provide a product, and no physical service, we have the right within State law to waive the requirement for the affidavit. By asking all suppliers to comply as a default, we feel that we are eliminating any perception of inconsistent treatment among our suppliers.

Budget Adjustment Necessary: None required.

ADMINISTRATIVE RECOMMENDATION:

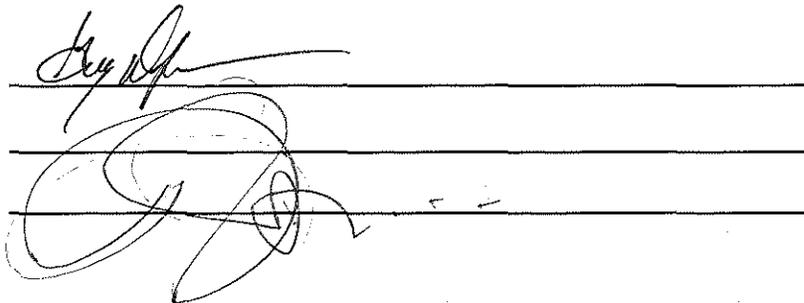
Recommend approval of the attached report for submission to the State of Georgia's Department of Audits and Accounts. We intend to sign up for, and report via, the electronic submission tool provided by the State.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:





**DEPARTMENT OF AUDITS AND ACCOUNTS**  
**NONPROFIT AND LOCAL GOVERNMENT AUDITS**

270 Washington Street, S.W., Room 1-156

Atlanta, Georgia 30334-8400

Telephone (404) 656-9145

Facsimile (404) 651-5608

**RUSSELL W. HINTON**  
STATE AUDITOR

November 16, 2011

To: Chief Elected Officials of  
Counties, Municipalities and Consolidated Governments  
Executive Directors of Regional Commissions  
Executive Directors of Authorities

Earlier this year, House Bill 87, the Illegal Immigration Reform and Enforcement Act of 2011, was passed by the General Assembly and signed into law by Governor Deal. Among the provisions of this legislation is a requirement that public employers entering into contracts for the physical performance of services ensure that all contractors, subcontractors, and sub-subcontractors participate in the federal work authorization program commonly known as E-Verify. Public employers are required to submit by December 31 of each year a compliance report to the Department of Audits and Accounts (DOAA) certifying compliance with this requirement. The law defines public employer as "every department, agency, or instrumentality of the state or a political subdivision of the state with more than one employee".

In order to facilitate your compliance with this provision of House Bill 87, the Department of Audits and Accounts has established a website addressing the various provisions of the law involving our Department. The address is:

<http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>

The provisions of the law relating to contracts for the physical performance of services referred to above are contained in Section 3 of House Bill 87 and codified in O.C.G.A. §13-10-91. On our Department's House Bill 87 website, the Section 3 pages contain sample affidavits drafted by the Department of Law applicable to contractors, subcontractors, and sub-subcontractors. This website also includes guidance from the Department of Law on physical performance of services. Our Department has also created an Excel spreadsheet that captures the data required to be included in the compliance report due by December 31, 2011. Instructions are included to provide additional guidance on the data to be reported. I call your attention to two important statements in the instructions:

The compliance report should address those covered transactions entered into after the effective date of the legislation. The Section 3 (E-Verify Contractor Reporting) requirements of House Bill 87 became effective on July 1, 2011.

Letter to Public Employers

November 16, 2011

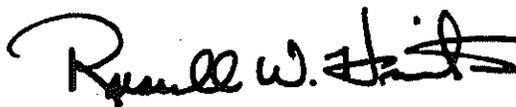
Page 2

In recognition of the difficulty in compiling all information required to be reported by House Bill 87 and submitting the report by the December 31 due date, the report should include all covered transactions through November 30. Required information applicable to the month of December will be included in the subsequent year's report (i.e., for 2011, the report should include information required by Section 3 of House Bill 87 for covered transactions entered into between July 1, 2011, and November 30, 2011; covered transactions entered into in December 2011 will be reported in the report due December 31, 2012).

In an effort to ensure that public employers are able to submit the annual compliance report in a safe and secure manner, our Department has established an electronic submission mechanism, the House Bill 87 Immigration Act Collection System. You should go to <http://www.audits.ga.gov/auth> to login and request access to the HB 87 Immigration Act Collection System. The website will be open on December 1, 2011. Those of you who already provide data to our Department electronically are familiar with this system and its ease of use. We are strongly encouraging all public employers to utilize this method for compliance report submission. The collection system has a simple registration process; following registration, the user has a choice of uploading their Excel spreadsheet or reporting that the public employer has nothing to submit (i.e., had no contracts for the physical performance of services during the reporting period). Upon completion of this step, you will receive a confirmation to print for your records. Since submission of the compliance report will be an annual requirement, I hope that you will take advantage of the collection system we have put in place to comply with the reporting requirements of House Bill 87. The collection system website contains an email address and telephone number should you need technical assistance with using the system.

I appreciate your assistance as we work together to comply with the provisions of this new legislation. If you have any questions or concerns regarding the content of this letter, we have set up an email address to be used to respond to your House Bill 87 inquiries. The address is [HB\\_87@audits.ga.gov](mailto:HB_87@audits.ga.gov).

Respectfully,



Russell W. Hinton  
State Auditor

RWH/eb

Enclosure

**Greg Dodgen**

---

**From:** Greenlee, Kanika [KGreenlee@ACCG.org]  
**Sent:** Wednesday, November 30, 2011 3:19 PM  
**To:** Greenlee, Kanika  
**Subject:** Immigration Reporting System Goes Live Today on the Department of Audits Website

**Importance:** High

Good afternoon,

We have received word today that the Department of Audits has launched the immigration reporting system on their website and are ready to receive your reports. The following information needs to be distributed to the staff person in your county who is responsible for submitting the **E-Verify Public Contractor Compliance Report**.

The **E-Verify Public Contractor Compliance Report** must be submitted to the Department of Audits by **December 31st**. **The reporting period for this report is for contracts entered into from July 1, 2011 through November 30, 2011.** This report will include the county's E-Verify number and date of authorization, and the legal name, address, and E-Verify number of the contractor as well as the date of the contract between the contractor and the county. Although you can submit your report by mail, the Department of Audits would prefer to receive it electronically. You can request instructions on how to submit the report electronically by sending an email to [HB\\_87@audits.ga.gov](mailto:HB_87@audits.ga.gov) with the subject line "Request HB 87 Instructions."

To access the reporting website, go to the following page on the Department of Audits website:  
<http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>.

Once you have accessed this page, click on "Compliance Report Template and Instructions" located under the Section 3 information. Read over the general instructions and send the email request for instructions on how to submit the report electronically. Once you receive the instructions on how to submit the report electronically, you will be able to complete and submit the report.

If you have any questions about how to submit the report or if you do not receive your electronic reporting instructions in a timely manner, please contact the Department of Audits at 404-656-9145 or at [HB\\_87@audits.ga.gov](mailto:HB_87@audits.ga.gov).

The Department of Audits has also sent a information packet on the new reporting requirement with a copy of the report format and instructions to each county. Please make sure that the person charged with completing and submitting the report for your county receives this information packet.

Michele NeSmith  
Research and Policy Development Director  
50 Hurt Plaza, Suite 1000  
Atlanta, Georgia 30303  
404-522-5022 (O)  
404-525-2477 (F)  
[mnesmith@accg.org](mailto:mnesmith@accg.org)

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## ACCG and Georgia Counties: The Strength of Unity

General\_Content



### Georgia Immigration Requirements for Counties

Since 2007, Georgia has mandated that counties comply with several state and federal immigration laws. These requirements have been significantly expanded over the years, most recently with the passage of HB 87 during the 2011 legislative session which added new reporting and penalty provisions.

Counties are required to register for and use the federal verification programs E-Verify and SAVE, utilize and retain the required affidavits, submit annual reports and accept only secure and verifiable documents for purposes of proving identification. Failure to comply with these requirements may result in penalties including loss of qualified government status, monetary fines, removal from office and even jail time.

To assist with these requirements, ACCG has compiled a number of resources for counties to use in order to stay compliant. ACCG also recommends consulting with your county attorney on issues that may arise from these requirements.

#### General Tools

The Illegal Immigration Reform Act of 2011

Compliance Checklist

Georgia Immigration Law Training for Counties (Presentation)

#### Main Legal Authority

O.C.G.A. § 13-10-90,91

O.C.G.A. § 36-60-6

O.C.G.A. § 50-36-1 through 50-36-3

8 U.S.C. Section 1621

8 U.S.C. Section 1611

#### Reporting Requirements

Counties are required to submit three separate immigration reports annually. The E-Verify Compliance Report must be submitted to the Department of Audits each year by December 31st beginning in 2011. This report will include the public employer's federal work authorization program verification user number and date of authorization and the legal name, address, and federal work authorization program user number of the contractor and the date of the contract between the contractor and public employer.

E-Verify Compliance Reporting for the Department of Audits [Submit by December 31, 2011]

The Occupation Tax Certificate Report must be submitted to the Department of Audits each year by December 31st beginning in 2012. This annual report will include each license or certificate issued by the county in the previous 12 months including the name of the person and business issued a license or other document and his or her federally assigned employment eligibility verification system user number as provided in the Private Employer E-Verify Affidavit.

Occupation Tax Certificate (Business License) Reporting for the Department of Audits [Submit by December 31, 2012]

The Public Benefits Report must be submitted to the Department of Community Affairs each year by January 1st. This report will identify any public benefits administered by the county and a listing of each public benefit for which SAVE authorization for verification has not been received.

Public Benefits Reporting for the Department of Community Affairs [Submit by January 1, 2012]

#### Public Benefits

Georgia counties are required to verify the status of anyone who applies for a public benefit through the county. The benefit may be paid through federal, state or local funds or be administered through a federal, state or local program. Benefits are defined by state statute, O.C.G.A. § 50-36-1, by federal statute, 8 U.S.C. 1611 and 8 U.S.C. 1621, and by the Office of the Attorney General. ACCG in partnership with GMA also created a list of common benefits that counties and cities may have. These benefits are listed as part of the ACCG-GMA checklist that are provided to DHS as part of the SAVE registration.

- Local Public Benefits Identified by ACCG and GMA
- List of Public Benefits from the Office of the Attorney General
- State and Local Public Benefits Defined by Federal Law
- Federal Public Benefits Defined by Federal Law
- Statutory Public Benefits

#### **Required Affidavits**

There are several affidavits that counties will need to use in order to stay in compliance with Georgia immigration requirements.

#### **E-Verify Affidavits**

Counties that enter into a contract for the physical performance of services with a contractor must require the contractor to sign and submit an E-Verify Contractor Affidavit. The Attorney General's Office has advised state agencies that this requirement should be applied to contracts for public works and the maintenance, operation and repair of buildings or structures. Please see their memo to the Department of Audits that contractor hires subcontractors, then the contractor must require the subcontractor to sign and submit an E-Verify Subcontractor Affidavit to him or her. If the subcontractor hires sub-subcontractors, then the subcontractor must require the sub-subcontractor to sign and submit an E-Verify Sub-Subcontractor Affidavit to him or her. The county is only responsible for the E-Verify Contractor Affidavit.

- Contractor Affidavit
- Subcontractor Affidavit
- Sub-Subcontractor Affidavit

#### **Private Employer E-Verify Affidavits**

Beginning on January 1, 2012, private employers with more than 500 employees seeking an occupation tax certificate (business license) any other document required to operate a business with the county will be required to register for and use E-Verify and to sign an E-Verify affidavit attesting to such. Private employers with more than 100 employees must be registered beginning on July 1, 2012 and employer with more than 10 employees must be registered beginning on July 1, 2013. If any employer has less than 11 employees, they are exempt from this requirement, but must complete an affidavit attesting that they are exempt.

- Affidavit for Private Employers
- Exemption Affidavit for Private Employers

#### **SAVE**

Anyone seeking a public benefit from a county must first complete a SAVE affidavit. If the applicant is not a U.S. citizen, then the county required to run them through the SAVE program to verify their status.

SAVE Affidavit

#### **Approved Secured and Verifiable Identification Information**

Beginning on January 1, 2012, any person seeking a public benefit or anything else through the county for which identification is required must show a secure and verifiable document. These documents have been identified by the Office of the Attorney General. A county may accept a Matricula Consular de Alta Seguridad, matricula consular card, consular matriculation card, consular identification card, or similar identification card for this purpose.

- Secure and Verifiable Document List from the Office of the Attorney General
- Drivers License and Identification Card List from the Office of the Attorney General

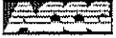
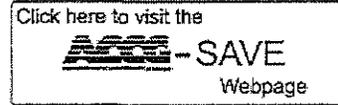
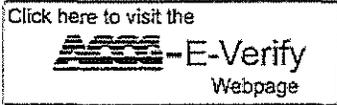
#### **Important Websites**

- Department of Audits Immigration Information
- Department of Law (AG's Office) Immigration Information
- Department of Community Affairs Public Benefits Reporting Website
- E-Verify Website
- SAVE Website

#### **History of Georgia Immigration Law**

- SB 529 (2006)
- HB 2 (2008)
- SB 447 (2010)
- HB 87 (2011)

#### **Additional ACCG Immigration Resources**



ACCG is not responsible for the content of external sites.

Copyright: Association County Commissioners of Georgia

**HOUSE BILL 87, SECTION 3, E-VERIFY CONTRACTOR REPORT**

Part I: Name of Government (Public Employer): Cherokee County Board of Commissioners  
 Data reported for period beginning: 1-Jul-11  
 Data reported for period ending: 30-Nov-11

Part II: PUBLIC EMPLOYER'S Federal Work Authorization Program Verification User Number (E-Verify Number): 47188

Part III: PUBLIC EMPLOYER'S Federal Work Authorization Program Verification User (E-Verify) Date of Authorization: 12-Jul-07

Part IV: Public Employer Contact Name: Greg Dodgen  
 Contact Phone Number: 678-493-6000  
 Contact Email Address: g.dodgen@cherokee.com

**Part V: CONTRACTOR INFORMATION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Legal Name of Contractor	Legal Address of Contractor	City	State	Zip Code	Contractor's E-Verify User Number	Date of Contract between Contractor and Public Employer
3M Traffic Safety Systems	P.O. BOX 33225	ST. PAUL	MN	55133-3225	82942	N/A
SA Translations	7133 BIG WOODS DRIVE	WOODSTOCK	GA	30189	N/A- Driver's License	N/A
A&W Contracting	3225 HERITAGE DRIVE	KENNESAW	GA	30144	184134	N/A
ABUCK Building Systems	5665 ATLANTA HWY STE 103-310	ALPHARETTA	GA	30004	BTER7037	15-Nov-11
ACCG	50 HURT PLAZA SUITE 1000	ATLANTA	GA	30303-2716	JMCR9348	N/A
Ace Wrecker Service Inc	120 HOLT DRIVE	ACWORTH	GA	30101	N/A- Driver's License	N/A
Action Target	PO BOX 636	PROVO	UT	84601	KOLE1742	N/A
Adam Boehmer	212 TOWNE RIDGE DRIVE	WOODSTOCK	GA	30188	N/A- Driver's License	N/A
Adams Equipment Co Inc	1431 LANIER ROAD	WHITE PLAINS	GA	30678	224309	N/A
ADI	P O BOX 409563	ATLANTA	GA	30384-9563	10221	N/A
Advanced Laser Service	375 ROCKBRIDGE ROAD SUITE 172-315	ULBURN	GA	30047	340008	N/A
AFCOM Technical Services Inc	4840 COX ROAD	GLEN ALLEN	VA	23060	33234	28-Apr-11
Aero Surveys of Georgia Inc	P.O. BOX 6036	MARIETTA	GA	30065	457165	N/A
Affordable Custom Awnings Inc	296 OAK BRIDGE DRIVE	DOUGLASVILLE	GA	30134	414919	N/A
AIMS Power	3736 SOUTH VIRGINIA STREET	RENO	NV	89511	BDF4157	N/A
AKins Dodge Jeep Chrysler	P O BOX 280	WINDER	GA	30680	LDUN3941	N/A
AI Traffic Solutions	P.O. BOX 10065	STATE COLLEGE	PA	16805-0065	RUD1416	N/A
Allan Vigil Ford	6790 MT ZION BLVD	MORROW	GA	30260	94460	N/A
Allatoona Animal Hospital	6733 BELLS FERRY ROAD	WOODSTOCK	GA	30188	432510	N/A
Allen Padgett Jr	920 CORDELL AVE	LAFAYETTE	GA	30728	N/A- Driver's License	N/A
Alzheimers Training Institute	1925 CENTURY BLVD.	ATLANTA	GA	30345	D6R11335	N/A
Amanda Brown	1625 OLD BURNT MTN RD	JASPER	GA	30143	N/A- Driver's License	N/A
Amanda T. Treiger	312 MAGNOLIA TRCE	CANTON	GA	30114	N/A- Driver's License	N/A
AMEC E&I Inc	7477 COLLECTION CENTER DRIVE	CHICAGO	IL	60693-0076	57714	19-Jul-11
American All Door & Window Inc	1431 LONDONDERRY DRIVE	WOODSTOCK	GA	30188	185153	N/A
American Engineers Inc	65 ABERDEEN DRIVE	GLASGOW	KY	42141-8238	192660	N/A
American LaFrance LLC	1090 NEWTON WAY	SUMMERVILLE	SC	29483-7430	MDUN5795	N/A
American Safety and Fire House Inc	3848 OAKCUFF INDUSTRIAL CT	ATLANTA	GA	30340	129761	2-Dec-10
American Signal Company	2755 BANKERS INDUSTRIAL DRIVE	ATLANTA	GA	30360	134784	N/A
American Specialty Office Products	P O BOX 6647	FLORENCE	SC	29502-6647	GKN8433	N/A
American Trailer Haul Inc	301 MCDANIEL ROAD NE	CALHOUN	GA	30701	355587	N/A
Amerigas	P.O. BOX 650288	DALLAS	TX	75266-0288	422312	N/A
Ameripride	P.O. BOX 185	WATKINSVILLE	GA	30677	DMT6507	N/A
Amicalola Electric	544 HIGHWAY 515 SOUTH	JASPER	GA	30143	148483	N/A
Army Head/Child/Keel Kids	2753 EAGLE RIDGE RD	MARIETTA	GA	30062	AHEA1927	N/A
Ancient Oaks Landscaping	5135 WILLOW TARN	ACWORTH	GA	30102	458025	7-Nov-11
Animal Hospital of W. Woodstock	6687 BELLS FERRY ROAD	WOODSTOCK	GA	30189	GCOH6384	N/A
Anthony J. Morgese	3233 S CHEROKEE LANE #1000	WOODSTOCK	GA	30188	N/A- Driver's License	N/A
Appalachian Court Reporting	P.O. BOX 943	BLAIRSVILLE	GA	30514	N/A- Driver's License	N/A
Appalachian Outfitters	2084 S. CHESTATEE HWY 60 SOUTH	DAHLONEGA	GA	30533	BLAC1919	N/A
Applied Software	2801 BUFORD HIGHWAY DRUID CHASE SUITE 100	ATLANTA	GA	30329	265293	N/A
Aqua Design Systems	207-A JEFF DAVIS PLACE	FAYETTEVILLE	GA	30214	238384	N/A
Art Cochran	1801 LAKESIDE LANE	ATLANTA	GA	30339	N/A- Driver's License	N/A
ASC Construction Equipment USA	6080 FRONTAGE RD	FOREST PARK	GA	30297	109002	N/A
ASI Business Group	10965 SW COMMERCE CIRCLE #F	WILSONVILLE	OR	97070	461844	N/A
Atlanta Army Navy Supply	1214 HAYES INDUSTRIAL DR	MARIETTA	GA	30062	JKUM8369	N/A
Atlanta Communications	PO BOX 93726	ATLANTA	GA	30377	111555	N/A
Atlanta Fuel Company	P.O. BOX 93586	ATLANTA	GA	30377	156677	N/A
Atlanta Gear & Axle	4830 MENDEL COURT	ATLANTA	GA	30336	205595	N/A
Atlanta Metro Restoration Inc	472 MEADOW WATCH LANE	ATLANTA	GA	30350	MCAR7001	N/A
Atlantic Coast Conservancy	634 S. MAIN STREET	JASPER	GA	30143	445964	N/A
B.W. West Georgia's Fence Co	289 BARNES DR	CARROLLTON	GA	30117	198274	N/A
Baldwin Paving Co	1024 KENMILL DR	MARIETTA	GA	30060	102765	N/A
Bank of America Leasing	P.O. BOX 100918	ATLANTA	GA	30384-0918	75373	N/A
Barco Products	11 N BATAVIA AVE	BATAVIA	IL	60510	SSAN4007	N/A
Barry W. Bishop P.C.	P O BOX 1351	CANTON	GA	30169	459593	N/A

Bartow Farm & Lawn Inc	2225 HIGHWAY 411 NORTH	CARTERSVILLE	GA	30121	455657	N/A
Batteries Plus	2553 COBB PARKWAY	KENNESAW	GA	30152	CJ0H6791	N/A
BCBSGA	P.O. BOX 4445	ATLANTA	GA	30302	11557	N/A
Beatty Construction Company	6945 OAK RIDGE PARKWAY SUITE G	AUSTELL	GA	30168	RBEA0112	N/A
Beifor Environmental	P.O. BOX 588	TUCKER	GA	30084	841130917	24-Aug-10
Bells Ferry Ace Hardware	6437 HWY 92	ACWORTH	GA	30102	MWIL0009	N/A
Bennett Fire Products	P O BOX 2458	WOODSTOCK	GA	30188	RBEN6295	N/A
Big Moe Spring & Alignment of ATL	7190 DELTA CIRCLE	AUSTELL	GA	30168	456428	N/A
Black Rock Technology Group	657 POST RD SUITE 314	FAIRFIELD	CT	06824	460440	N/A
Blind Creations	73 WOODSTOCK ROAD	ROSWELL	GA	30075	458494	N/A
Blount Construction	1730 SANDS PLACE	MARIETTA	GA	30067	129210	N/A
BM&K	P.O. BOX 878	BRASELTON	GA	30517	GPAR8874	20-Apr-10
Bobby Cochran	395 PUCKETT ROAD	WALESKA	GA	30183	N/A- Driver's license	N/A
Bobby Tucker Grading & Hauling	296 STONE PLACE	DAWSONVILLE	GA	30534	260814	1-Sep-09
Boss Inc.	PO BOX 920039	NORCROSS	GA	30010	457282	N/A
Bowers & Roch LLP	270 JARVIS STREET	CANTON	GA	30114	DROCT919	N/A
Boys & Girls Club of Metro Atlanta	1082 UNIVETER ROAD	CANTON	GA	30115	580565123	N/A
Brackett Trailer Sales Inc	141 A SHELBY LANE	JASPER	GA	30143	SCOP4818	N/A
Breathing Air Systems	306 ZIEGLER STREET, SUITE B	CHATTANOOGA	TN	37405	RWIL1760	N/A
Brumbelow-Reese & Associates Inc	13685 HIGHWAY 9	ALPHARETTA	GA	30004-3616	RRE6397	N/A
Bryan P. Warren	235 CARDINAL CIRCLE WEST	ST. MARYS	GA	31558	N/A- Driver's license	N/A
Bryant Reporting	P.O. BOX 2582	WIDALIA	GA	30475	KLYN8762	N/A
Bulldog Movers	2282 DEFODR HILL RD	ATLANTA	GA	30318	137371	N/A
Burkett and Sons Inc	3011 COUNCIL STREET	TOLEDO	OH	43606	214944	N/A
Butch Thompson Enterprises Inc	P.O. BOX 4655	MARIETTA	GA	30061	126943	MULTIPLE
Butler Chrysler Dodge Jeep Inc	1555 SALEM ROAD	BEAUFORT	SC	29902	CHOR7249	N/A
C W Matthews Contracting Co	PO DRAWER 970	MARIETTA	GA	30061	32751	N/A
Call One Inc	P O BOX 5002	CAPE CANAVERAL	FL	32920	235050	N/A
Carrie L. Copeland	14 WINDSOR TRACE	CARTERSVILLE	GA	30120	N/A- Driver's license	N/A
Carrie Yuen Fiedler	166 ANDERSON ST STE 118	MARIETTA	GA	30060	N/A- Driver's license	N/A
Carrier Corporation	PO BOX 903003	CHARLOTTE	NC	28290-5303	110837	MULTIPLE
Cartersville Fence Co	405 OLD MILL ROAD	CARTERSVILLE	GA	30120	CHEI8874	N/A
Cartersville Parks & Recreation Dept	P O BOX 1390	CARTERSVILLE	GA	30120	10965	N/A
CASA	100 NORTH STREET SUITE G22	CANTON	GA	30114	DH0L1365	N/A
Cecile L. Steinyway- Cosmopolitan Decorative Finishes	224 VALLEY BROOK DR.	WOODSTOCK	GA	30188	N/A- Driver's license	N/A
Center Brothers Inc	775 GREAT SOUTHWEST PARKWAY	ATLANTA	GA	30336	LSHE4264	N/A
Center Cut Catering	1007 TOWNE LAKE HILLS EAST, SUITE 330	WOODSTOCK	GA	30189	143734	4-Mar-09
Central Communications	P.O. BOX 1047	CULLMAN	AL	35056	N/A- Driver's license	N/A
Chad Stewart	174 WHITE TAIL RIDGE ROAD	JASPER	GA	30143	N/A- Driver's license	N/A
Chads Printing Service Inc	6436 HWY 92 SUITE 100	ACWORTH	GA	30102	TSM19601	N/A
Chandler Graphics	345 HICKORY FLAT HIGHWAY	CANTON	GA	30114	PCHA9228	10-Oct-11
Channing Bete Co Inc	P.O. BOX 84-5697	BOSTON	MA	02284-5697	468280	N/A
Chattahoochee Technical College- AHA Training Center	980 SOUTH COBB DR. MH101	MARIETTA	GA	30060	46306	N/A
Cherokee C&D Landfill	P.O. BOX 409	BALL GROUND	GA	30107	152769	N/A
Cherokee County Family Violence Center	P.O. BOX 469	CANTON	GA	30169	MROG5952	N/A
Cherokee County Historical Society	P.O. BOX 1287	CANTON	GA	30169	460349	N/A
Cherokee Floor Covering	P.O. BOX 184	LEBANON	GA	30146	193720	N/A
Cherokee Focus	P.O. BOX 1191	HOLLY SPRINGS	GA	30142	456495	N/A
Cherokee Outdoor YMCA	201 EAST BELLS FERRY ROAD	WOODSTOCK	GA	30189	58 0566253	N/A
Cherokee Summer Swim Association	1738 INDIAN RIDGE DR	WOODSTOCK	GA	30189	N/A- No employees- exemption affidavit	N/A
Cherokee Tribune	P O BOX 449	MARIETTA	GA	30061	108285	N/A
Chick-Fit-A	130 KEITH DRIVE	CANTON	GA	30114	KWIL9405	N/A
Childers Associates	321 FOURTEENTH STREET NW	ATLANTA	GA	30318	453954	N/A
CHN- Community Health Network of NEGA LLC	1 NORTH TENNESSEE STREET	CARTERSVILLE	GA	30120	286406	1-Nov-11
Chris' Winning Shooting Accessories	2690 GRASSVIEW DRIVE	ALPHARETTA	GA	30004	N/A- Driver's license	N/A
Chris Zaldeman	207 FOUNDERS COURT	CANTON	GA	30114	N/A- Driver's license	N/A
Christopher L. Bishop-Barry W. Bishop PC	211 EAST MAIN ST	CANTON	GA	30169	N/A- Driver's license	N/A
Christopher L. Mack	7417 17TH AVENUE NW	BRADENTON	FL	34709	N/A- Driver's license	N/A
Cintas	3600 KENNESAW 75 PARKWAY	KENNESAW	GA	30144	311703609	9-May-09
Circle A Fence	1589 CANTON ROAD	MARIETTA	GA	30066	TSM95856	N/A
Cititech Systems	PO BOX 7626	RAPID CITY	SD	57709	320301	N/A
City of Acworth	4515 SENATOR RUSSELL AVE.	ACWORTH	GA	30101	52622	N/A
City of Carrollton	P.O. BOX 532	CARROLLTON	GA	30112	111180	N/A
City of Holly Springs	PO BOX 990	HOLLY SPRINGS	GA	30142	104949	N/A
City of Waleska	8891 FINCHER DRIVE	WALESKA	GA	30183	391222	N/A
City of Woodstock	12453 HWY. 92	WOODSTOCK	GA	30188	195362	N/A
Clark Patterson Lee	350 TOWN CENTER AVE SUITE 201	SUWANEE	GA	30024	209339	N/A
Classic Plans Construction	3225 SHALLOWFORD RD. SUITE 630	MARIETTA	GA	30062	327907	15-Mar-11
Cliff's Fire Extinguisher	311 BELL PARK DRIVE	WOODSTOCK	GA	30188	109804	N/A
Clyde Armory	165 BEN BURTON RD	ATHENS-BOGART	GA	30622	234102	N/A
Cobb Housing Inc	269 LAWRENCE ST SUITE A 100	MARIETTA	GA	30060	RKN1688	N/A

ColorID	P.O. BOX 1350	CORNELIUS	NC	26031	250507	N/A
Columbus Supply	3923 EAST MAIN STREET	COLUMBUS	OH	43213	1FDE6913	N/A
Communications & Entertainment Inc	1820 BRIARWOOD IND. CT. N.E.	ATLANTA	GA	30329-2198	426331	N/A
Compass Group USA Inc-Bateman Division	3110 W. PINEHOOK ROAD SUITE 201	LAFAYETTE	LA	70508	37259	7-Sep-11
Concrete Services Group	61 CAGLE MILL ROAD SOUTH	JASPER	GA	30143	420095	25-May-11
Conditioned Air Systems Inc	2410 HILTON WAY S W	GAINESVILLE	GA	30501	127354	N/A
Consolidated Electronics Inc	PO BOX 845	ALPHARETTA	GA	30009	1PH11320	N/A
Construction Testing and Analysis	7914 HIGHWAY 92, SUITE 120	WOODSTOCK	GA	30189	CALM2924	17-Aug-11
Contech Construction Products Inc	P.O. BOX 100715	ATLANTA	GA	30384	122133	N/A
Convergent Technologies LLC	1346 OAKBROOK PARKWAY SUITE 100	NORCROSS	GA	30093	127419	MULTIPLE
Cooper Cary	191 PEACHTREE STREET NE SUITE 2400	ATLANTA	GA	30303-1770	122329	6-Oct-10
Correct Health Cherokee LLC	9020 PERIDOT PARKWAY	STOCKBRIDGE	GA	30281	58LA4657	7-Dec-10
Court of Appeals of GA	47 TRINITY AVENUE S.W. SUITE 501	ATLANTA	GA	30334	451361	N/A
Coweta-Fayette EMC	P O BOX 530812	ATLANTA	GA	30353-0812	181078	N/A
CPR Savers & First Aid Supply	7904 E. CHAPARRAL ROAD SUITE A110-242	SCOTTSDALE	AZ	85250	102692	N/A
Craftmaster Hardware	150 VETERANS DRIVE	NORTHVALE	NJ	7647	MSPI3458	N/A
Creative Digital Concepts	410 ARROWHEAD TRAIL	CANTON	GA	30114	N/A- Driver's license	N/A
Crown Reef	2913 SOUTH OCEAN BLVD.	MYRTLE BEACH	SC	29577	219942	N/A
Curb-Tech Inc	P.O. BOX 2697	CUMMING	GA	30028	225066	N/A
Cycle Nation of Canton	645 RIVERSTONE PARKWAY	CAHTON	GA	30114	20003	N/A
Daniel DeFaney/Tight Stripes LLC	2020 HOWELL MILL RD	ATLANTA	GA	30318	DDFL3365	N/A
David Kincaid	621 GOLD VALLEY PASS	CANTON	GA	30114	N/A- Driver's license	N/A
David Poland/Poland Heating & Air	11098 CUMMING HWY	CANTON	GA	30115	CPOL1806	N/A
Dawson & Associates Inc	P.O. BOX 846	LAWRENCEVILLE	GA	30043	309807	N/A
Deadline Apparel Inc	458 CRISTMONT LH.	HOLLY SPRINGS	GA	30114	N/A- Driver's license	N/A
Deaton Truck & Tire Services Inc	17 RIVER DR.	CARTERSVILLE	GA	30120	416244	N/A
DECA AMR BUSINESS PRODUCTS, INC.	850 CHASTAIN CORNER	MARIETTA	GA	30066	RGAR1136	MULTIPLE
DeKalb County Drug Court	556 NORTH MCDONOUGH STREET SUITE 400	DECATUR	GA	30030	54412	N/A
DeKalb Office Environments	P O BOX 116112	ATLANTA	GA	30368-6112	229695	N/A
Dennis Herendeen PhD PC	6130-A PRESTLEY MILL RD	DOUGLASVILLE	GA	30134	DHER1952	N/A
Dept. of Natural Resources	2 MARTIN LUTHER KING JR. DR., SE SUITE 1252	ATLANTA	GA	30334	451119	N/A
DGG Taser Inc	8725 YOUNGERMAN CT #203	JACKSONVILLE	FL	32244	318791	N/A
DH Pace Systems Integration	P.O. BOX 14107	ATLANTA	GA	30324	453995	N/A
Diamond Data Corp.	328 BELL PARK DRIVE	WOODSTOCK	GA	30188	457841	N/A
Diesel Injection & Electric Co	231 MAIN STREET	FOREST PARK	GA	30297	328513	N/A
Diversified Electronics	1290 FIELD PARKWAY	MARIETTA	GA	30060	73287	N/A
Diversified Products	600 DEVON BROOKE DR	WOODSTOCK	GA	30188	N/A- Driver's license	N/A
Donovan Reporting	237 ROSWALL ST SUITE B	MARIETTA	GA	30060	LDON1177	N/A
Dooley County Commissioners	113 N. THIRD STREET ROOM #1	VIENNA	GA	31092	51984	N/A
Doss Printing	310 EAST MARIETTA STREET	CANTON	GA	30114	CDOS9349	N/A
Durham & Taylor Supply Co Inc	3596 CANTON HWY	CUMMING	GA	30040	DDUR4526	N/A
DVM Resources	P O BOX 911423	DALLAS	TX	75391-1423	457829	N/A
Dynamic Technologies- Ocean Systems	4016 BLACKBURN LANE	BURTONSVILLE	MD	20866	461582	N/A
ERW Enterprises/DBA Bel's Ferry Ace Hardware	6437 HWY 92	ACWORTH	GA	30102	242550	N/A
Eagle Engraving	PO BOX 541	ST. CHARLES	IL	60174-0541	260377112	N/A
EasyKeys.com	11407 GRANITE STREET	CHARLOTTE	NC	28273	417917	N/A
Edge Dive Equipment & Divers Supply	5208 MERCER UNIVERSITY DRIVE SUITE E	MACON	GA	31210	DDAV1363	N/A
Ed's Public Safety Inc	4431 N. HENRY BLVD	STOCKBRIDGE	GA	30281	230145	N/A
Edward Tire Sales	9575 MAIN STREET	WOODSTOCK	GA	30188	N/A- Driver's license	N/A
Electrical Communications	305 RIDGEVIEW TRACE	CANTON	GA	30114	AWRI5628	N/A
Elite K-9 Inc	7660 OLD US HWY 45	BOAZ	KY	42027-9613	SFER1298	N/A
Elzabeth C. Raymon	1515 LITTLE REFUGE ROAD	WALESKA	GA	30183	N/A- Driver's license	N/A
ELSAG North America	205-H CREEK RIDGE RD	GREENSBORO	NC	27406	174109	N/A
EMCS Inc, Police Trak Systems	PO BOX 350057	JACKSONVILLE	FL	32225-0057	RMCH8384	N/A
Empire Fire Protection	3641 DAILY ROAD	CONINGTON	GA	30014	430114	N/A
Engineered Systems for Manufacturing Inc	2900-A COLE COURT	NORCROSS	GA	30071	DNEH1831	N/A
Environmental Systems Research Inst.	380 NEW YORK STREET	REDLANDS	CA	92373-8100	121529	N/A
Eric Avin Battering LLM P.C.	P.O. BOX 450	CANTON	GA	30169	MBAL5417	N/A
Eric Cotton	1155 COOL STRINGS DRIVE	KENNESAW	GA	30144	N/A- Driver's license	N/A
Est Acquisition	823 BROAD STREET	AUGUSTA	GA	30901	195362	1-Jan-10
Etowah Water & Sewer Authority	P.O. BOX 769	DAWSONVILLE	GA	30534	GA46008	N/A
Evenmark LLC	410 LOVINGGOOD LANDING DRIVE	Woodstock	GA	30189	DKEE0290	MULTIPLE
Express Services	6516 NW EXPRESSWAY	OKLAHOMA CITY	OK	73162	ACRI5333	N/A
Family Tradition Restaurant & Catering	7830 HICKORY FLAT HIGHWAY	WOODSTOCK	GA	30188	JDIX3957	N/A
FD Friendly Fire Products	1415 CREDLEY LANE	COLLEGEVILLE	PA	19426	N/A- Driver's license	N/A
Federal Signal Corp.	2645 FEDERAL SIGNAL DRIVE	UNIVERSITY PARK	IL	60466	438813	N/A
Fire & Police Selection Inc	193 BLUE RAVINE ROAD, SUITE 270	FOLSOM	CA	95630	458551	N/A
Fire One	740R BURMONT RD BOX 1040	DREXEL HILL	PA	19026-0740	295803	MULTIPLE
Fireline Inc	723 PATRICK INDUSTRIAL LANE	WINDER	GA	30680	112697	N/A
Fleet Safety	5050 WILFONG ROAD	MEMPHIS	TN	31706	DROS1829	N/A
FleaCorp	146 RESOURCE CENTER PARKWAY	BIRMINGHAM	AL	35242	226102	17-Aug-11
Flint Equipment Co	P. O. BOX 3329	ALBANY	GA	30503-1333	344722	N/A
Flint, Connelly, & Walker LLP	131 EAST MAIN STREET	CANTON	GA	30114	JFL6382	N/A
Food Service Equipment	PO BOX 1333	GAINESVILLE	GA	30601	223073	N/A

Forensic Alcohol Consulting & Training LLC	110 PROMINENCE POINT PARKWAY SUITE 114-275	CANTON	GA	30114	N/A- Driver's license	N/A
Foundry Park Inn	295 E DOUGHERTY STREET	ATHENS	GA	30114-2602	AOL53420	N/A
Fowler's Florist & Gifts Inc	430 EAST MAIN STREET	CANTON	GA	31029	LFW1461	N/A
GA Coroners Training Council; GA Public Safety Training	1000 INDIAN SPRINGS DR	FORSYTH	GA	31029	46271	N/A
GA Document Destruction Inc	2295 TOWNE LAKE PARKWAY SUITE 116-256	WOODSTOCK	GA	30189	463622	N/A
GA Probation Management	P O BOX 88	CANTON	GA	30169	GFW1794	N/A
GA Sheriff's Association	P.O. BOX 1000	STOCKBRIDGE	GA	30281	CAND6365	N/A
Gabriel Rueda	4044 WHEATSTONE COURT	MARIETTA	GA	30082	N/A- Driver's license	N/A
Gaigher Benefit Services Inc	TWO PIERCE PLACE 14TH FLOOR	ITASCA	IL	60143	87458	MULTIPLE
Gamble Scuba	6715 NW 63RD AVENUE	GAINESVILLE	FL	32752-0700	205771	N/A
Gametime C/O Dominicana Recreation Products	P.O. BOX 520700	LONGWOOD	FL	30064	CDEA5148	N/A
Gaskins Canton LLC	1266 POWDER SPRING ROAD	MARIETTA	GA	53547-5176	43800	MULTIPLE
Gay Construction Company	2907 LOG CABIN DRIVE	SYMRNA	GA	30080	215076	7-Sep-11
GC&E Systems Group Inc/DBA Georgia Cabling & Electric	58335 PEACHTREE CORNERS EAST SUITE A	NORCROSS	GA	30092	CAV16744	N/A
Geographic Information Services Inc	2100 RIVERCHASE CENTER SUITE 105	BIRMINGHAM	AL	35244	138153	18-May-10
Georgia ASA	1261 MORGAN DRIVE	BUCKHEAD	GA	30625	N/A- Driver's license	N/A
Georgia ASA-UJC	4990 SPANISH OAK ROAD	DOUGLASVILLE	GA	30135	N/A- Driver's license	N/A
Georgia Basketball Officials Assoc.	P.O. BOX 28570	ATLANTA	GA	30358	JPEP5993	N/A
Georgia Fire Rescue Supply	602 WATER TANK ROAD	CANTON	GA	30115	146800	N/A
Georgia Institute of Technology	P O BOX 93686	ATLANTA	GA	30107	367807	N/A
Georgia Law Update LLC	115 WESTRIDGE INDUSTRIAL BLVD STE 200	MCDONOUGH	GA	30253	460344	N/A
Ghorley & Ghorley Plumbing	297 GHORLEY DRIVE	BALL GROUND	GA	30115	N/A- Driver's license	N/A
Gib Distributing	145 MOUNTAIN BROOK DRIVE	CANTON	GA	30677	MIOB1378	N/A
Global Equipment Company	P O BOX 905713	CHARLOTTE	NC	28290	213114	N/A
Gloves Inc	PO BOX 483	AUSTELL	GA	30722	314728	N/A
Gourmet Table Skirts & Linens	9415 W. BELLFORT AVENUE	HOUSTON	TX	77031	GKAM1820	N/A
GPSTC- GA Public Safety Training Center	P O BOX 1083	DALTON	GA	30114	46271	N/A
Grace Riley Price	2920 MARIETTA HWY SUITE 132	CANTON	GA	30188-3540	N/A- Driver's license	N/A
Green Guard First Aid & Safety	4159 SHORELINE DRIVE	ST. LOUIS	MO	63045	51176	N/A
Gregory T. Douds	4006 HICKORY FAIRWAY DRIVE	WOODSTOCK	GA	44720	N/A- Driver's license	N/A
Guardian Tracking LLC	5374 WEST 8TH STREET	ANDERSON	IN	46011	LWAS7446	N/A
Gulf States Distributors	P O BOX 241387	MONTGOMERY	AL	36117	212613	N/A
Gwinnett County Government	75 LANGLEY DR	LAWRENCEVILLE	GA	30046	43321	N/A
Haines & Company Inc	P O BOX 2117 8050 FREEDOM AVE NW	NORTH CANTON	OH	44720	315754	6-Jun-10
Hal Johns	P.O. BOX 1961	CANTON	GA	30114	N/A- Driver's license	N/A
Harold "Skip" Weiss	P.O. BOX 4186	CANTON	GA	30114	442966	N/A
HARRIS	62133 COLLECTIONS CENTER DR	CHICAGO	IL	60693-0621	445167	N/A
Harvard Chemical Research	3555 ZIP INDUSTRIAL BLVD SE	ATLANTA	GA	30354	454540	N/A
Harvey L. Carroll Jr/DBH Pinestraw	10898 US HWY 129 S	LIVE OAK	FL	32060	HCAR4706	N/A
HDR Engineering Inc	1201 PEACHTREE STREET, NE 400 COLONY SQUARE, SUITE 600	ATLANTA	GA	30361	MKER7406	MULTIPLE
Heritage Plumbing Inc	P.O. BOX 599	BALL GROUND	GA	30107	PTOM5093,431282	N/A
Herndon Heating & Air Conditioning Inc	P O BOX 5195	CANTON	GA	30062	393969	N/A
Hewlett Packard	10810 FARNAM DRIVE	OMAHA	NE	68154	65484	N/A
Hickory Flat Animal Hospital	2999 EAST CHEROKEE DRIVE	CANTON	GA	30114	JPAR6965	N/A
Higher Calling LLC	1652 EVANSTON CIRCLE	MARIETTA	GA	30114	KIOH1342	N/A
Hill Company Inc	P O BOX 699	ROSWELL	GA	30077	405384	N/A
Holiday Inn	400EE BUTLER PKWY	GAINESVILLE	GA	30501	455087	N/A
I Love My Car Inc	P.O. Box 742	CONYERS	GA	30012	456032	N/A
ICISE	3290 PINE ORCHARD LN, SUITE 106	ELLKOTT CITY	MD	21042	CB0H1672	N/A
Icon Software Corp.	3453 LAWRENCEVILLE-SUWANEE RD	SUWANEE	GA	30024	101605	N/A
Imageworks Inc	293 MOORINGS RUIN	JASPER	GA	30143	266425	N/A
Indyco Corporation	2690 GA HWY 212 SUITE A102	CONYERS	GA	30094	RGAR8070	N/A
Inflexion Inc	920 NEEDHAM STREET SUITE 100	NEWTON	MA	2464	465022	N/A
Ingram Truck Bodies	P.O. BOX 306	BALL GROUND	GA	30107	323580	N/A
Insight Public Sector	PO BOX 731072	DALLAS	TX	75973-1072	268738	N/A
Intab	P O BOX 1160	MEBANE	NC	27902	193965	N/A
Interceptor	P.O. BOX 817 1110 INDIAN SPRINGS DR	FORSYTH	GA	18411	223062	N/A
Internal Medicine Associates	51 GORDON RD SUITE 201	JASPER	GA	30143	AYAD3284	N/A
International Salt	655 NORTHERN BOULEVARD	CLARKS SUMMIT	PA	30013	353031	N/A
Irrigation Consultant Services	P.O. BOX 60610	CONYERS	GA	30114	182410	N/A
J. Alexis Patti; Flint, Connolly, & Walker LLP	131 E. MAIN STREET	CANTON	GA	30188	456425	N/A
J.E. White	415 CREEK VALLEY DR	WOODSTOCK	GA	30338	N/A- Driver's license	N/A
Jack M. McLaughlin	5135 HOLLAND COURT	DUNWOODY	GA	30066	N/A- Driver's license	N/A
James K. Luttrell	P.O. BOX 4104	CANTON	GA	30114	JLUT3338	N/A
James W. Gibert	3595 CANTON ROAD A-9 #263	MARIETTA	GA	30114	N/A- Driver's license	N/A
Jamie L. Smith- Attorney at Law	199 FRASIER STREET SE	MARIETTA	GA	30060	N/A- Driver's license	N/A
Jarrard & Davis	105 PILGRIM VILLAGE DRIVE SUITE 200	CUMMING	GA	30040	SGRE3037	N/A
Jeffrey K. Hall	221 MARIETTA ST	CANTON	GA	30115	N/A- Driver's license	N/A
Jeffrey S. Williams	3780 MANSELL RD SUITE 470	ALPHARETTA	GA	30022	JWIL1998	N/A
Jitterbug Production-Creative Movement & Dance	P.O. BOX 690	KENNESAW	GA	30156	HLYO2646	N/A
JKH Architects	121 W CRAWFORD ST	DALTON	GA	30722-1679	275257	MULTIPLE
John C. Howell- The Howell Group	101 FLAT ROCK GAP ROAD	WAYNESVILLE	NC	30097	N/A- Driver's license	N/A

John Dickens PHD PC	P.O. BOX 1008	ROME	GA	30162	JAZA2926	N/A
John Krishon Inc	1045 KENNESBOROUGH ROAD	KENNESAW	GA	30144	KR11751	N/A
John Luke Weaver/Ross D. Grisham/The Grisham Law Firm	211 EAST MAIN STREET SUITE 100	CANTON	GA	30114	463895	N/A
Johnston Surveying, LLC	110 WOODLAND ROAD	CANTON	GA	30114	27060249	21-Jul-10
Johnstone Supply	821 PROGRESS CENTER COURT	LAWRENCEVILLE	GA	30043	MROB7426	N/A
JR Industries	5872 MAIN STREET	WOODSTOCK	GA	30188	447733	N/A
Judy M. Smith	P O BOX 393	JASPER	GA	30143	N/A- Driver's license	N/A
Julia Vermilion	208 PINECONE LANE	CANTON	GA	30114	N/A- Driver's license	N/A
Justice Packaging Inc	P.O. BOX 643	POOLER	GA	31322	DHAG5289	N/A
Keck & Wood Inc	2750 PREMIERE PARKWAY SUITE 300	DULUTH	GA	30328	64376	N/A
KEEPS INC	1000 S BENTON DR STE 420	SAUK RAPIDS	MN	56379	SHOM1901	N/A
Keith Pritchett Roofing	1899 MARBLE QUARRY ROAD	HOLLY SPRINGS	GA	30142	305554	2-Mar-10
Ken Clary & Co	5825 GLENRIDGE DR NE BLDG #2 SUITE 111	ATLANTA	GA	01888-0359	JCLA7846	N/A
Kenneth Blackstone/Blackstone Polygraph	P.O. BOX 870182	STONE MOUNTAIN	GA	30087-3232	KBLA 6770	N/A
Kerr Groon/Chak Yoga of Atlanta	1615 OAKWOOD DRIVE	ROSWELL	GA	30075	432640	N/A
Key Risk Management Services LLC	P O BOX 18746	GREENSBORO	NC	27419-8746	LOVE5524	1-Nov-09
Kimberly L. Probst	1518 LAKE KOIRONIA DRIVE	WOODSTOCK	GA	30189	N/A- Driver's license	N/A
Kraft Power Corp.	P.O. BOX 2189	WOBURN	MA	53547-5004	PRAP7265	N/A
LAI Engineering	1800 PARKWAY PLACE SUITE #720	MARIETTA	GA	30067	DHOW7091	21-Feb-11
Lashley Tractor Sale	1218 ENTERPRISE WAY	GRIFFIN	GA	30107	JLAS5662	N/A
Lattimer Construction	255 DEPOT ST	BALL GROUND	GA	30107	WLAT1840	MULTIPLE
Law Enforcement Targets Inc	8602 WEST 35 W SERVICE DR., NE	BLAINE	MN	55449-6740	468287	N/A
LC Industries	4500 EMPEROR BLVD	DURHAM	NC	27703	170077	N/A
Leads Online LLC	15660 NORTH DALLAS PARKWAY SUITE 600	DALLAS	TX	75248	ESHA5627	N/A
Lee Petusky	P.O. BOX 3294	ROME	GA	30164	N/A- Driver's license	N/A
Lee Technologies Services Inc	12150 MONUMENT DRIVE SUITE 150	FAIRFAX	VA	22033	137951	MULTIPLE
Lee W. Filpatrick & Associates PC	3375 CHASTAIN GARDENS DRIVE SUITE #150	KENNESAW	GA	30144	N/A- Driver's license	N/A
Legacy Mechanical Services Inc	1600 ROSWELL ST SUITE 1	SYRANA	GA	30066	255049	30-Sep-10
Leica Geosystems Inc	P O BOX 536874	ATLANTA	GA	30359-6874	169174	N/A
Leisure Pro	42 W 18TH ST	NEW YORK	NY	10011	366777	N/A
Lewallen Construction	151 BELLS FERRY LANE	MARIETTA	GA	30189	136588	N/A
Lewis G. Hamilton	514 PHILADELPHIA LANE	WOODSTOCK	GA	30127	N/A- Driver's license	N/A
Lighting of Georgia	P.O. BOX 1927	POWDER SPRINGS	GA	30607	304957	N/A
Lively Krewson Betts P.C.	401 EAST MAIN STREET	CANTON	GA	30114	MLIV5578	N/A
Lorman Education Services	P.O. BOX 509	EAV CLAIRE	WI	54702-0509	467956	N/A
Lusk Design/Construction	P.O. BOX 5117	CANTON	GA	30114	MOWE1632	1-Jun-10
Lynn Peavy Company	P.O. BOX 14100	LENEXA	KS	66285-4100	253208	N/A
M&M Smaly/DBA Harley Davidson of Cartersville	2281 HIGHWAY 411 NE	CARTERSVILLE	GA	30121	184784	N/A
Macedonia Animal Clinic	490 BEAVERS ROAD	CANTON	GA	30115	455335	N/A
MACTEC (name changed to AMEC E&I)	396 PLASTERS AVENUE N.E.	ATLANTA	GA	30324	57214; 5662	MULTIPLE
Malcom Enterprises-Delta Landscape Supply of GA	5500 OAKBROOK PARKWAY SUITE A-1	NORCROSS	GA	30093	154736	N/A
Manning Brothers	210 SANDY CREEK DRIVE	ATHENS	GA	30061	161069	N/A
Marla L. Brown	302 SPRINGWATER TRAIL	WOODSTOCK	GA	30188	N/A- Driver's license	N/A
Marietta Daily Journal E Verify	580 FAIRGROUND ST PO BOX 449	MARIETTA	GA	55110	108285	N/A
Mariposa Publishing Co	1865 BUERKLE RD	ST PAUL	MN	92887	N/A- Driver's license	N/A
Mark H. Yun	P.O. BOX 926	CANTON	GA	30169	N/A- Driver's license	N/A
Mark Johnson/Comfort Zone Scuba	1805 PINTAL RD	MONCHS CORNER	SC	29461	N/A- Driver's license	N/A
Martel Electronics	23221 EAST LA PALMA AVE	YORBA LINDA	CA	30102	JSM2264	N/A
Martin J. Pope	6359 BELLS FERRY ROAD #202	ACWORTH	GA	30146	N/A- Driver's license	N/A
Martin Land Surveying PC	104 HAYGOOD DRIVE PO BOX 705	LEBANON	GA	30078	MMAR9786	13-Mar-09
Martin-Robbins Fence Co	2025 WESTSIDE COURT	SHELLVILLE	GA	30033	43454	N/A
Mason Company	260 DEPOT STREET	LEESBURG	OH	45135	223916	N/A
Mason Tractor & Equipment Co Inc	P.O. BOX 165	CUMMING	GA	30028	294745	N/A
Mathew Robins	2743 WHISPERING PINES COURT	DECATUR	GA	30339	N/A- Driver's license	N/A
Mauldin & Cook Fence Company	4985 DEEN ROAD, N.E.	MARIETTA	GA	30066	SCOO0551	N/A
Mauldin & Jenkins	200 GALLERIA PARKWAY SUITE 1700	ATLANTA	GA	30115	105410	N/A
Mauldin Body Shop	672 AVERY ROAD	CANTON	GA	35287	456669	N/A
Mavis M. Houser/American Pet Nursery	106 VILLAGE COURT	WOODSTOCK	GA	30188	N/A- Driver's license	N/A
Mayer Electric Supply Co	PO BOX 2153	BIRMINGHAM	AL	30114	630274133	N/A
Medical Associates of North GA	320 HOSPITAL ROAD	CANTON	GA	29290	KKEL2009	N/A
Merritt Veterinary Supplies	1520 PINEVIEW ROAD	COLUMBIA	SC	30049	455824	N/A
Metel Fabricators Inc	1174 MCDONALD DR., SE	ATLANTA	GA	30315	DSTE3070	N/A
Metropolitan N. GA Water	40 COURTLAND STREET NE	ATLANTA	GA	30303-2538	46248	N/A
Meyers & Meyers P.C./ Jenny R. Meyers/ David Meyers	181 LEE ST	CANTON	GA	30114	MJEN0029	N/A
Michael G. Anderson	391 EAST MAIN STREET	CANTON	GA	30114	N/A- Driver's license	N/A
Mike Wesmoreland Contracting Inc	308 RIDGEVIEW TRACE	CANTON	GA	30114	327842	N/A
Miler Consultations & Elections Inc/Election Source	4615 DANVERS DRIVE SE	GRAND RAPIDS	MI	49512	463596	N/A
Minton-Jones Company	P.O. BOX 957809	DULUTH	GA	30096	195591	N/A
Mission 180	P.O. BOX 4854	CANTON	GA	30114	N/A- Driver's license	N/A
Mission Contracting	201 VAN WALK	CANTON	GA	30114	N/A- Driver's license	N/A
Mitigation Credit Sales	10405 OLD ALABAMA ROAD CONNECTOR	ALPHARETTA	GA	30022	457981	N/A
Mobbe Communications of Forsyth	P O BOX 491810	LAWRENCEVILLE	GA	36037	53569	N/A

Mojo Productions-Advertising Graphic Design	151 E MARIETTA ST SUITE D	CANTON	GA	30114	N/A- Driver's license	N/A
Montgomery Technology	23 OLD STAGE ROAD	GREENVILLE	AL	30060	DBR03945	N/A
Moore Pontiac	P.O. BOX 4100	CANTON	GA	30114-0217	JMO09611	N/A
Morse Watchmans	2 MORSE ROAD	OXFORD	CT	06728	339746	N/A
Motorola	2220 GALVIN DRIVE	ELGIN	IL	60123	36076	MULTIPLE
Multimedia Service	161 AUSTIN AVE N.E.	MARIETTA	GA	32916	295929	N/A
Municipal Code Corp.	PO BOX 2235	TALLAHASSEE	FL	84111	42302	N/A
Municipal Emergency Services Inc	P O BOX 601961	CHARLOTTE	NC	28260	137363	2-Dec-10
Murray Barnes Finster LLP	3350 PEACHTREE ROAD SUITE 1140	ATLANTA	GA	30326	CBRO9800	N/A
Muscogee County Probate Court	P.O. BOX 1340	COLUMBUS	GA	31902-1340	48433	N/A
Must Ministries	P.O. BOX 1717	MARIETTA	GA	30061	227112	N/A
MWI Electrical Contractors Inc	78 HAMBY ROAD S.E.	MARIETTA	GA	30067	268412	8-Nov-10
My Supplies	800 DOUG DAVIS DR	ATLANTA	GA	30354	MFRE1038	N/A
National Academies of Emg. Dispatch	139 EAST SOUTH TEMPLE SUITE 200	SALT LAKE CITY	UT	30534	KOWE7376	N/A
National Judicial College	JUDICIAL COLLEGE BLDG MAIL STOP 358	RENO	NV	89557	141363	N/A
Nations Roof South LLC	1633 BLAIRS RIDGE ROAD	LITHIA SPRINGS	GA	30122	21153	10-Feb-11
Neuroline LLC	P.O. BOX 535291	ATLANTA	GA	30349	344326	N/A
Neuropsychiatric Consultants LLC	P.O. BOX 3253	ALPHARETTA	GA	30023	N/A- Driver's license	N/A
New South Construction Company	1132 WEST PEACHTREE STREET	ATLANTA	GA	30309	411684	15-Nov-11
Newco Sports Lighting	190 STACLE LANE	DAWSONVILLE	GA	30189	MDIC9010	N/A
Nicholas Ainsley	2407 WOODBRIDGE DR	MARIETTA	GA	30066	N/A- Driver's license	N/A
Nicole Naylor	P.O. BOX 421626	ATLANTA	GA	30342	N/A- Driver's license	N/A
NIMCO LLC	1300 DAK RIDGE DRIVE #130	FORT COLLINS	CO	80525	344326	N/A
Norman R. Geer	4503 LEEANNS WAY	WOODSTOCK	GA	30114	N/A- Driver's license	N/A
Normant Security Group Inc	3224 MOBILE HIGHWAY	MONTGOMERY	AL	36108	FART2367	N/A
North Cherokee Electrical Con	PO BOX 4098	CANTON	GA	30114	134965	N/A
North Georgia Court Reporting	6074 GREEN TREE LANE	GAINESVILLE	GA	30506	P80H6850	N/A
North Georgia Tire Inc	161 CRISS BLACK ROAD	CARTERSVILLE	GA	30120	BM007592	N/A
Northern Safety Equipment	P.O. BOX 4230	UTICA	NY	13504-4230	407663	N/A
Northwest Georgia Association	P.O. BOX 2197	KENNESAW	GA	30156	457610	N/A
Nova Engineering and Environmental	3640 KENNESAW NORTH INDUSTRIAL PARKWAY SUITE E	KENNESAW	GA	30144	124398	13-Mar-09
Nutr-Systems Corporation	7 RAILROAD STREET PO BOX 575	SOUTH DEERFIELD	MA	30297	455618	N/A
Oasis Engineering and Construction Services Inc	45 WOODSTOCK STREET	ROSWELL	GA	30045	97480	19-May-09
Omaha Standard Distribution	5178 OLD DIXIE HWY	FOREST PARK	GA	30144	40017	N/A
Original Cornerstone Media Group Inc- Cornerstone Media	1378 HOLLY STREET	CANTON	GA	30114	KMOR6083	N/A
Pac-Van Inc	2995 S. HARDING STREET	INDIANAPOLIS	IN	46225	60850	N/A
Patrick G. Longhi	4338 LAURIAN DR	KENNESAW	GA	30144	N/A- Driver's license	N/A
Patriot Office Products/Simply Office Supplies	19 LATIMER LANE	KENNESAW	GA	30142	KWEI1707	N/A
Patriot Storage Inc	1001 SECOND AVE.	DAYTON	KY	41074	457939	N/A
Patco Priority	2140 NEW MARKET PARKWAY	MARIETTA	GA	30067	457377	N/A
Paul Carden	P.O. BOX 126	HOLLY SPRINGS	GA	30073	N/A- Driver's license	N/A
Paulson Mitchell Inc	85-A MIL L ST, STE 200	ROSWELL	GA	30506	358100	N/A
Pavon S. Bohanan	6074 GREEN TREE LANE	GAINESVILLE	GA	30224	N/A- Driver's license	N/A
Peach State Fire Inc	626 IND. BLVD.	GAINESVILLE	GA	30107	192512	N/A
Peachtree Music Together	1739 WARE AVENUE	EAST POINT	GA	30344	LFOU2040	N/A
Pearl C. Blankinship LPN	2291 HORNAGE RD	BALL GROUND	GA	31908	N/A- Driver's license	N/A
Peak Pavement Markings Inc	PO BOX 7337	COLUMBUS	GA	34203	BCUL1383	N/A
Photo Science	2670 WILHITE DRIVE	LEXINGTON	KY	40503	125018	N/A
Pied Piper Pest Control	1353 RIVERSTONE PKWY SUITE 120	CANTON	GA	30114	55AN2066	N/A
Pierce Manufacturing Inc- Medtec Ambulances	2900 AMERICAN DR	APPLETON	WI	30107	286954	N/A
Pine Bluff Landfill	13809 EAST CHEROKEE DRIVE	BALL GROUND	GA	30092-2661	102444	N/A
Pinnacle Technologies	728 NORTH PLEASANTBURG DRIVE	GREENVILLE	SC	29607	JCOK1761	N/A
Pivot LLC	851 HICKORY FLAT HWY	CANTON	GA	30115	LRIC8734	N/A
Police Reports US	PO BOX 4087	MOORESVILLE	NC	28117-4087	107517	N/A
Pond & Company	3500 PARKWAY LANE SUITE 600	NORCROSS	GA	30127	100163; 175046	MULTIPLE
Power and Energy Services Inc	P.O. BOX 637	POWDER SPRINGS	GA	84111	96269	MULTIPLE
Pride Electric Inc	494 GAY THOMPSON DRIVE	CANTON	GA	30115	LEVA1497	N/A
Priority Dispatch	139 E SOUTH TEMPLE, SUITE 500	SALT LAKE CITY	UT	29406	KOWE7376	N/A
Prison Health Services	105 WEST PARK DR SUITE 200	BRENTWOOD	TN	37027	TADA1188	15-Dec-09
Pro Pac	2390 AIR PARK ROAD	N. CHARLESTON	SC	31208	169226	N/A
Professional Real Estate Appraisers	2230 TOWNE LAKE PARKWAY BLDG 900, SUITE 200	WOODSTOCK	GA	30189	CCU9541	N/A
Protrak	P.O. BOX 88	CANTON	GA	30159	GFOV1794	N/A
Propage Inc	112 KEY DRIVE	BRUNWICK	GA	31520	JYOD9928	N/A
PS-Ten	P.O. BOX 4272	MACON	GA	22021	N/A- Driver's license	N/A
PT Armor	2928-I PROSPERITY AVENUE	FAIRFAX	VA	30233	458304	N/A
Public Safety Group	P.O. BOX 326	ESTERO	FL	33929	HTON3335; 455942	N/A
Qualsys Employment Screening	600 TOWNPARK LANE NW SUITE 350	KENNESAW	GA	30144	44325	1-Aug-09
Quality Tire Recycling	P.O. BOX 941	JACKSON	GA	30066	223112	16-Mar-10
Quick Delivery Office Supply	975 COBB PLACE BOULEVARD #211	KENNESAW	GA	30144	78918	1-Feb-11
R.R. Brink Locking Systems	500 EARL ROAD	SHOREWOOD	IL	30142	455053	N/A
R.S. Webb & Associates	P.O. DRAWER 1319	HOLLY SPRINGS	GA	30694	306954	N/A
RAA Design	451-B BISHOP STREET	ATLANTA	GA	30179	196129	12-May-10
Real Estate Acquisition Consultants Inc	82 TALLAPOOSA STREET	TEMPLE	GA	03701-6904	RFOR5057	N/A

Red the Uniform Tailor	475 OBERLIN AVE. SOUTH	LAKEWOOD	NJ	30117-1465	143409	N/A
Renovo Data Inc	2221 PEACHTREE RD. SUITE D506	ATLANTA	GA	30309	461591	N/A
RG Williams Construction Inc	151 GEORGIA HIGHWAY 98	HOMER	GA	30547	129079	15-Jun-11
Richard A. Lesly-Fire Alarm Leadership	1144 WHISPERING TRAIL CIRCLE	LEWISVILLE	TX	75067	N/A- Driver's license	N/A
Richard Jones, PC, Attorney at Law	221 EAST MAIN STREET	CANTON	GA	30080	454850	N/A
Rick's Pro Emissions & Tire	3247 MARIETTA HIGHWAY	CANTON	GA	30114	RCH9373	N/A
RIGHT Training & Consulting/DBA Instant Anchor	2566 HWY 19	MEANSVILLE	GA	30256	OSPR9990	N/A
Rindt-McDuff Associates, Inc	334 CHEROKEE STREET	MARIETTA	GA	30096	226920; 331909	19-Jan-10
Rite-Weight	3602 IRVINDALE RD	DULUTH	GA	37214	201554	N/A
Riverstone Heating & Air LLC	259 TRAVIS TRITT LANE	CANTON	GA	30114	460372	N/A
Riverstreet Inn	124 EAST BAY ST	SAVANNAH	GA	31401	64687	N/A
Robert W. Graves and Associates LLC	1030 ATHONTON LANE	WOODSTOCK	GA	30189	196915; RGRA1050	16-Mar-09
ROCC	545 MARRIOTT DR STE 650	NASHVILLE	TH	30153	455434	N/A
Rock & Earth Technologies Inc	P.O. BOX 127	ROCKMART	GA	30183	206012	N/A
Rock-N-Rescue	P.O. BOX 213	VALENCIA	PA	16059	457115	N/A
Rod Metcalf	110 PONCA COURT	WAIKESKA	GA	30189	N/A- Driver's license	N/A
Rolf Drison- RCT Investigations	208 WINDSHIP LN	WOODSTOCK	GA	39325	N/A- Driver's license	N/A
Rome-Floyd Parks & Recreation Authority	300 WEST 3RD STREET	ROME	GA	30165	WRE6366	N/A
Ron Smith & Associates	PO BOX 670	COLUMSVILLE	MS	22801	220732	N/A
Rose Lawn Museum	224 W. CHEROKEE AVE	CARTERSVILLE	GA	30120	137658	N/A
Ross Consulting Engineers PC	131 VILLAGE CENTRE WEST	WOODSTOCK	GA	30188-5130	MROS6387; 147967	10-Jun-09
Rush Truck & Collision Center of Atlanta	P.O. BOX 34630	SAN ANTONIO	TX	78265	11815	N/A
Ryan Smithwick/Inspired Construction	5554 EMERALD WAY	ACWORTH	GA	30102	N/A- Driver's license	N/A
RZ Zimmerman Inc	1733 CANTON RD	MARIETTA	GA	60431	456300	N/A
S&H Tire Sales	750 OLD BALL GROUND HIGHWAY	CANTON	GA	30324-3725	DSTO6675	N/A
Safety Signal Co.	5077 SUNSET STRIP	UNION CITY	GA	30291	DSH19134	N/A
Scotco	2406 MARIETTA HWY	CANTON	GA	30114	N/A- Driver's license	N/A
Section 10 Inc	266 WOODLAND RD	NORCROSS	GA	30071	161007	N/A
Sentry Security Fasteners Inc	P.O. BOX 10165	PEORIA	IL	61612-0165	459454	N/A
Sequoyah Regional Library System	116 BROWN INDUSTRIAL PARKWAY	CANTON	GA	30318	YGA29071	N/A
Shauna Mattingly	1520 WEST CHERRY ST	JESUP	GA	31545	N/A- Driver's license	N/A
Showcase Inc	2323 CHESHIRE BRIDGE ROAD N.E.	ATLANTA	GA	30189	RKH02060	N/A
Shriver & Gordon PC- Mark O. Shriver IV	301 CREEKSTONE RIDGE	WOODSTOCK	GA	30188	MSHR3003	N/A
Shumate Mechanical	2805 PREMIER PARKWAY	DULUTH	GA	30097	48783	N/A
Siding Unlimited Inc	1409 MEADOWBROOK WAY	WOODSTOCK	GA	27596	456442	N/A
Single Source Printed Products	6812 SKYLANE DR	ACWORTH	GA	30102	N/A- Driver's license	N/A
Silchia Fingerprint Laboratories	100 HUNTER PLACE	YOUNGSVILLE	NC	27529	STHO0042	N/A
SiteMed Inc	112 DONMOOR CT.	GARNER	NC	27529	364685	10-Nov-11
Six M's Investments	P.O. BOX 1014	CANTON	GA	30169	N/A- Driver's license	N/A
Skyline Pest Solutions	3655 SHALLOWFORD RD, STE 220	MARIETTA	GA	30062	52085	N/A
Smith & Associates	1022 TWELVE OAKS PLACE SUITE 201	WATKINSVILLE	GA	30677	CSM18557	N/A
Smith Gambrell & Russell LLP	SUITE 3100 PROMENADE II 1230 PEACHTREE STREET NE	ATLANTA	GA	30114	129004	N/A
Smith Weaving Products Inc	P.O. BOX 935058	ATLANTA	GA	31193-5058	463979	N/A
SolarWinds Inc	3711 S. MOPAC EXPRESSWAY BUILDING TWO	AUSTIN	TX	78746	52418	N/A
South Canton Hand Car Wash/Charles D. Gearing	2329 MARIETTA HIGHWAY	CANTON	GA	30188	N/A- Driver's license	N/A
Southeastern Commercial Flooring	193 STOCKWOOD DR	WOODSTOCK	GA	30093-1811	206705	N/A
Southeastern Road Treatment	P.O. BOX 1058	EVANS	GA	30099	364436	N/A
Southeastern Security Consultants	1853 PIEDMONT ROAD SUITE 100	MARIETTA	GA	30066	465579	N/A
Southern Business Systems	1670 DAKBROOK DRIVE SUITE 300	NORCROSS	GA	30062	KB05056	N/A
Southern Environmental Services Inc	1059 TRIAD CT SUITE 12	MARIETTA	GA	30080	280102	N/A
Southern Fire Service & Sales	PO BOX 512	JASPER	GA	30143	128046	N/A
Southern Linc	P.O. BOX 931581	ATLANTA	GA	31193-1581	425539	N/A
Southern Wildlife Management	12485 STEVENS CREEK DR	ALPHARETTA	GA	30005	VFED1918	N/A
Sparkling Clean of Georgia	P.O. BOX 9157	MARIETTA	GA	30065-2157	196751	10-Nov-08
Special Events, Cashios, Picnics, and More- O'Brien Productions	2410 NORTH COBB PARKWAY	KENNESAW	GA	30152	DOBRT204	N/A
Spectrum Laboratory Network	P O BOX 71085	CHARLOTTE	NC	28272-1085	439962	N/A
Stephanie Leigh Hunter	105 CHIMNEY WAY	FAIRMOUNT	GA	30139	N/A- Driver's license	N/A
Stephen L. Chalfant	3295 SLEEPY LANE	SMYRNA	GA	35202-2326	N/A- Driver's license	N/A
Stewarts Air Compressors Plus	4626 BURKS RD.	FOREST PARK	GA	30297	466550	N/A
Stewarts Tree Service	5745 BELLS FERRY ROAD	ACWORTH	GA	30102	127388	N/A
Stihl Equipment Company Inc	P O BOX 12326	BIRMINGHAM	AL	30085	49525	N/A
Stone, McElroy & Associates	4015 SOUTH COBB DRIVE #265	SMYRNA	GA	30050	352641	N/A
Strickland Pipeline & Construction	1009 UPPER BURRIS RD	CANTON	GA	30114	192931	N/A
STV/Ralph Whitehead Assoc. Inc	P.O. BOX 35624	CHARLOTTE	NC	28235-5624	DFR11205	10-Jun-09
Sunbelt Structures Inc	P.O. BOX 409211	ATLANTA	GA	30384-9211	56037	N/A
Super Mulch	P.O. BOX 766073	ROSWELL	GA	14623	393934	N/A
Supplies Restorations & Packaging Company/SRP Company	P.O. BOX 1929	CARTERSVILLE	GA	30120	445443	N/A
Susan Stanton	430 CHEROKEE STREET	CANTON	GA	30114	N/A- Driver's license	N/A
Swab Wagon Company Inc	ONE CHESTNUT AVENUE	ELIZABETHVILLE	PA	17023	SMAR3453	N/A
Systems Management Planning Inc	75 GOODWAY DRIVE SUITE 1	ROCHESTER	NY	30004	456203	N/A
T&T Uniforms	2279 SOUTH COBB DRIVE	SMYRNA	GA	30050	457864	N/A
Taborco Door & Metal Services	1905 GRASSLAND PARKWAY	ALPHARETTA	GA	30307	105240	N/A

Tactical Fire Equipment LLC	1825 RIGAUD STREET	BROSSARD	QC, CANAD	J4X 2J5	AMAC8499	N/A
Talley-Ho Printing dba Minsteman Press	3753 MARIETTA HIGHWAY SUITE 145	CANTON	GA	30114	CTA10143	N/A
Technical Specialties Corp.	250 ARIZONA AVE BUILDING A	ATLANTA	GA	95133	FL102013	N/A
Teksavars Inc	2178 W. BRAKER LANE UNIT #120	AUSTIN	TX	78758	RSTA1554	N/A
Telenet Systems Inc	P.O. BOX 2573	CARTERSVILLE	GA	30120	193735	N/A
Ten-8	1591 COLLIER RD	FORSYTH	GA	31029	205879	17-Nov-11
The Baltimore Company	1 NORTH PACK SQUARE	ASHEVILLE	NC	28801	CMAS4381	N/A
The Bluffs of Property Owners Assoc. C/O TPA Realty Services LLC	11555 MEDLOCK BRIDGE ROAD SUITE 150	DULUTH	GA	30097	199943	N/A
The Chimney Smith	1146 FINCHER ROAD	CANTON	GA	30028	N/A-Driver's license	N/A
The Citizens Bank of Forsyth County	P.O. BOX 2820	CUMMING	GA	30096	196883	N/A
The Council on Alcohol & Drugs Inc	233 PEACHTREE ST., NE SUITE 2000	ATLANTA	GA	30303	5YOS990	N/A
The Furniture Store	2080 MARIETTA HIGHWAY	CANTON	GA	30114	MBL1621	N/A
The Kessler Law Firm P.C.	P.O. BOX 217	CANTON	GA	30114	KJON1884	N/A
The McCart Group	2405 SATELLITE BLVD SUITE 200	DULUTH	GA	30114	346033	N/A
The Police & Sheriff's Press	P.O. BOX 1489	LYONS	GA	30436	301451	N/A
Thomas P. Powers	1029 CAMDEN LANE	WOODSTOCK	GA	30188	N/A-Driver's license	N/A
Thompson, Meier, & King PC	341 EAST MAIN STREET	CANTON	GA	30066	456845	N/A
Tiburion Inc	6200 STONERIDGE MALL RD SUITE 400	PLEASANTON	CA	94588	237947	MULTIPLE
TIFCO Industries	P.O. BOX 40277	HOUSTON	TX	77240-0277	251606	N/A
Timberwolf Pools and Design Inc	3680 NORTH PEACHTREE ROAD SUITE 100	ATLANTA	GA	30341	126997	17-Nov-08
Tony Corroto Enterprises	2029 MCCLAIN RD., NW	ACWORTH	GA	30101	N/A-Driver's license	N/A
Top Tennis Academy	296 KIGIAN TRAIL	WOODSTOCK	GA	30188	420478	26-May-11
Total Administrative Services Corp.	2302 INTERNATIONAL LANE	MADISON	WI	53704	226102	N/A
Town & Country Auto & Wrecker	P.O. BOX 779	BALL GROUND	GA	30107	N/A-Driver's license	N/A
Tractor & Equipment Co-Stith	P.O. BOX 12326	BIRMINGHAM	AL	35202	49526	N/A
Transafe Transportation Safety Products	1625 SPECTRUM DRIVE SUITE 100	LAWRENCEVILLE	GA	30043	JGOV7059	N/A
Tri State Technical Services	P.O. BOX 1259	WAYCROSS	GA	31502-1259	IQMT19	N/A
Trickum Ridge Animal Hospital	11590 HIGHWAY 92	WOODSTOCK	GA	30188	432510	N/A
Trinity Service Group	PO BOX 1706	OLDSMAR	FL	28461	37259	N/A
TriScapes Inc	1595 PEACHTREE PARKWAY SUITE 204-356	CUMMING	GA	34677	RMAR4198	MULTIPLE
Tri-Tech Inc	4019 EXECUTIVE PARK BLVD. SE	SOUTHPORT	NC	30315	DIEM0029	N/A
Tyler Technologies Inc	P.O. BOX 678168	DALLAS	TX	75267-8168	43510	MULTIPLE
UC Synergetic Inc	3440 LAKEMONT BOULEVARD	FORL MILL	SC	29708	188521	N/A
Underdue Social Services Inc	165 BURKE STREET SUITE 109	STOCKBRIDGE	GA	30281	280235	N/A
URS Corporation	400 NORTH PARK TOWN CENTER 1000 ABERNATHY ROAD NE SUITE 900	ATLANTA	GA	30328	66814	11-Aug-09
US Digital Media Inc	1929 W. LONE CACTUS DRIVE	PHOENIX	AZ	30043	35827	N/A
US Night Vision Corp.	3845 ATHERTON ROAD SUITE 9	ROCKLIN	CA	95765	458421	N/A
U-Tec Construction Inc	926 RIDGEDALE DRIVE	LAWRENCEVILLE	GA	30096	CGR12932	N/A
Vacuums Etc. II	9550 MAIN STREET SUITE 130	WOODSTOCK	GA	30188	VBLA1107	N/A
Valerie Demore	248 BROOKS TRACE	ELLIJAY	GA	30540	N/A-Driver's license	N/A
Varistor Systems Inc	3308 PEACHTREE INDUSTRIAL BLVD SUITE 110	DULUTH	GA	30281	268193	N/A
Viacon Inc	P.O. BOX 2818	STOCKBRIDGE	GA	30107	55723	N/A
Vicki Benefield	609 GREEN LEAF WAY	BALL GROUND	GA	31201	26-4217359	N/A
Vimal Nikore	1264 COURTNEY LANE	CLARKSTON	GA	30021	N/A-Driver's license	N/A
Virtual Underground	43551 COBB PARKWAY SUITE 402	ATLANTA	GA	30339	10123	20-Jun-11
Vitco Fire & Safety	773 FIFTH STREET	MACON	GA	30392	181172	N/A
VTL Inc/Tumbal Trak	P.O. BOX 289	MT PLEASANT	MI	48804	TBER7978	N/A
Vulcan Materials Co	P.O. BOX 101131	ATLANTA	GA	30101	WC0N4019	N/A
W.E. Contracting Co, Inc	6928 N. MAIN STREET	ACWORTH	GA	30101-3258	PENG1007	5-Apr-11
Wade Tractor & Equipment Inc	1218 ENTERPRISE WAY	GRIFIN	GA	30024	344465	N/A
Waste Eliminator	3025 JONES MILL ROAD	NORCROSS	GA	30071	370039	6-Jun-11
Waste Management Woodstock Hauling	6962 MAIN STREET	WOODSTOCK	GA	30188	SC0C2133	MULTIPLE
Waterous Company	P.O. BOX 98376	CHICAGO	IL	60693-8376	129577	N/A
Wayne Davis Concrete	P.O. BOX 247	TALLAPOOSA	GA	30176	THUR2143	N/A
Wendy K. Key CCR	705 CHESTNUT LANE	CANTON	GA	31405	N/A-Driver's license	N/A
West & Thomson Reuters Subscription	610 OPPERMAN DRIVE	EAGAN	MN	55123	229630	N/A
West Central Technical College	176 MURPHY CAMPUS BLVD.	WACO	GA	30182	451203	N/A
West Chatham Warming Devices	2208 GAMBLE ROAD	SAVANNAH	GA	49041	52818	N/A
West Shore Services	6620 LAKE MICHIGAN DR.	ALLENDALE	MI	49401	WM007612	12-May-09
West, West, & Associates P.C.	2205 RIVERSTONE BLVD. SUITE 301	CANTON	GA	30114	428842	N/A
Wetland & Ecological Consultants	3225 SOUTH CHEROKEE LANE BUILDING 800	WOODSTOCK	GA	30033	107635	N/A
WFN Consulting	145 CHURCH STREET SUITE 200	MARIETTA	GA	30050	50678	1-Oct-11
Wildcat Striping & Sealing	4578 LEWIS ROAD	STONE MOUNTAIN	GA	30114	150155	N/A
William E. Whitaker	340 E MAIN ST	CANTON	GA	30045	WWH11608	N/A
William G. Noel-Southeastern Trees LLC	271 WINDRUSH TRAIL	WALHALLA	SC	29691	457429	N/A
William J. Peltier	362 INDUSTRIAL PARK DR	LAWRENCEVILLE	GA	30097	WPFL1332	N/A
Williams Consulting Engineering	901 PINEHURST COVE	WOODSTOCK	GA	30188	389543	1-Feb-11
Windstream	4001 RODNEY PARHAM ROAD	LITTLE ROCK	AR	72212	229877	MULTIPLE
WM LampTracker	1700 BROADWAY ST NE	MINNEAPOLIS	MN	55413	102444	N/A
Wolverton & Associates	6745 SUGARLOAF PARKWAY SUITE 100	DULUTH	GA	49055	110645	N/A
Woodstock Veterinary Hospital	607 MAULDIN DRIVE	WOODSTOCK	GA	30188	WBUS1710	N/A
Woody's Agriculture Services	504 HENDERSON ROAD	CLEVELAND	GA	30528	20698631	MULTIPLE
Z Battery.com Inc	1826 HILLTOP RD	ST JOSEPH	MI	10087-7028	DSM16150	N/A

Zell Medical Corporation	P.O. BOX 27028	NEW YORK	NY	30012	279547	N/A
*Cherokee County is over reporting to ensure compliance with HB 87. Therefore, some dates precede July 1, 2011.						



**Cherokee County, Georgia  
Agenda Request**

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2.1

SUBJECT: Renewal of Conference Center Mgmt. Agreement    MEETING DATE: December 20, 2011

SUBMITTED BY:    Jerry W. Cooper, County Manager

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**COMMISSION ACTION REQUESTED:**

Consider renewal of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal and Eventmark acceptance of payment from Hotels, Restaurants, and other related business as increased commission.

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**FACTS AND ISSUES:**

**Modification**

The parties agree to the following changes and additions to the Professional Services Agreement:

**The term of the agreement is extended from an annual renewal basis to automatic renewal at the end of the calendar year. This agreement may be terminated by either party upon thirty days prior written notice to the other party.**

**When promoting and selling complementary products and services such as hotel room nights, food & beverage, décor and other related business, consultant as independent contractor may accept payment from these entities and report said payment to the County.**

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**BUDGET:**

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

Budget Adjustment Necessary:

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**ADMINISTRATIVE RECOMMENDATION:**

Approve renewal of agreement with modifications.

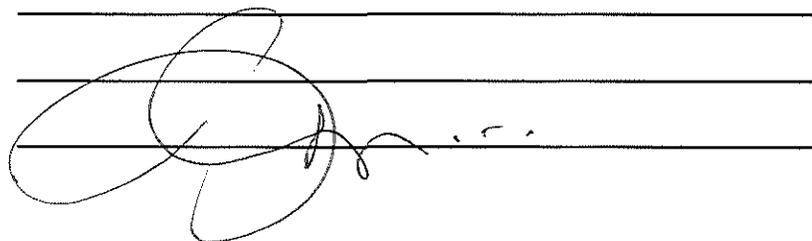
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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



## Professional Services Agreement Modification

**Effective date:** December 20, 2011  
**Between:** Cherokee County, GA ("County")  
**Located at:** 1130 Bluffs Parkway, Canton, GA 30114  
**And:** Eventmark, LLC ("Consultant")

This is an Addendum to the Professional Services Agreement effective January 1, 2010, 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 Eventmark, LLC, ("Consultant"), collectively referred to as the "Parties" and executed with notarized signatures on December 29, 2009.

### Modification

The parties agree to the following changes and additions to the Professional Services Agreement:

**The term of the agreement is extended from an annual renewal basis to automatic renewal at the end of the calendar year. This agreement may be terminated by either party upon thirty days prior written notice to the other party.**

**When promoting and selling complementary products and services such as hotel room nights, food & beverage, décor and other related business, consultant as independent contractor may accept payment from these entities and report said payment to the County.**

In all other respects, the terms of the original agreement remain in effect.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

EVENTMARK, LLC

\_\_\_\_\_  
Lorrie Keener

CHEROKEE COUNTY BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
L.B. Ahrens, Jr., Chairman

\_\_\_\_\_  
Christy Black, County Clerk

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this 1<sup>st</sup> day of January, 2010, 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 Eventmark, LLC, ("Consultant"), collectively referred to as the "Parties".

### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as Conference Center Events Management (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 Conference Center Manager is responsible for marketing, servicing and upselling events for the Cherokee County Administrative Offices and Conference Center located at 1130 Bluffs Parkway, Canton, Georgia 30114 (the "Conference Center"), and managing overall meeting and conference planning functions for the Conference Center. The job requires both strategic and specialized implementation levels, managing events in the Conference Center.

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") shall be in compliance with such policies, rules and regulations regarding the Conference Center as the County may adopt from time to time and consists of:

Selling events and rental of Conference Center facilities, and assisting requesting entities and users of the Conference Center (sometimes referred to herein collectively as "Clients") in planning events at the Conference Center.

Managing all logistical details of all Conference Center events, including but not limited to social events, weddings, business meetings, and other gatherings.

Managing and overseeing all pre-event, event, and post-event management for the Conference Center.

Planning and conducting site inspections and Pre-Event meetings along with Post-Event meetings.

Working flexible hours including weekends on a pre-scheduled appointment basis.

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and guarantees that Consultant will perform the Work 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 shall terminate on December 31, 2010, unless terminated earlier as provided herein. The County certifies that it will not hire or commission any other party to perform the services or the Work to be performed by the Consultant described in this agreement during the contract period.

**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 and agreed to 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 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 \$5,000 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 on a base-fee plus

commission basis and to reimburse Consultant for reasonable expenses as hereinafter described. The monthly base pre-paid fee described below is pre-paid for services to be performed and is due on or before the first of each month. Expenses incurred by Consultant will only be paid upon certification by the County that the services were actually performed and that such expenses are reasonable, within budget parameters, and were actually incurred in accordance with the Agreement. Reimbursement for expenses incurred, as well as commissions, shall be requested by invoices to the County setting forth in detail the expenses incurred and commissions earned. Invoices for commissions and expenses shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. With the exception of the monthly base pre-paid fee, the County shall pay the Consultant within thirty (30) days after approval of the commission and expense invoices 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 \$6,000 base pre-paid fee monthly, plus 20% gross commission, as further described below, based on rental of Conference Center facilities (e.g., rooms, audio, video presentation materials, equipment and other Conference Center-contracted services in accordance with rates and agreements adopted by the County), except as outlined in Section II(C) above. Commissions shall not be due until after fees for Conference Center events are actually collected by the County.

**C.** Reimbursement for expenses incurred shall be limited as follows: Long distance telephone and telecommunications including dedicated Conference Center phone and fax lines and mobile phone, facsimile transmission, normal postage and express mail charges. Supplies and outside services, transportation, lodging, meals, entertainment of Clients (with prior County approval); and authorized subcontracts shall be at cost within appropriated annual budget funds approved by the County. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. The County shall provide to the Consultant a laptop computer device for mobility and Conference Center software related to on-line project management of Conference Center schedules and events, which software will allow all parties (caterers, County, Conference Center management and Clients (via password)) entry access to event tracking files and databases.

**D.** The County agrees to pay Consultant commissions based upon fees charged for all Conference Center events and services within the Agreement period, with the exception of fees for catering and alcohol sales/services. Commissions apply to all Conference Center events scheduled and serviced with fees collected, and include commissions on non-refunded fees collected on subsequently cancelled events (without regard to which party initiated, participated in or closed the contract during the Agreement period). In the event of termination of this Agreement, Consultant will document all events and upsold services originated by the Consultant within the Agreement period which are scheduled to be held after this Agreement's final termination date.

**E.** The County agrees that the Consultant shall not be required to compensate special event-related labor required on a per-event basis out of its monthly base pre-paid fees, commission fees or expense fees. Individuals such as audio-visual technicians and other experts, event-related casual labor, additional after-hours security or custodial needs or other specified

needs will be identified as job-related costs and will be paid out of the County rental fee if they cannot be reasonably added to the fees billed to the Client. County agrees that general security, custodial and all general maintenance and operations (with the exception of the Consultant's professional services) required to operate the Conference Center are at the expense of the County.

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between h/she 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 work by the County is limited to the function of determining whether there has been compliance with what is required to be provided 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 work 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**

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

Consultant may utilize additional representatives for its Work that it deems appropriate to represent its interests and perform services as long as such representatives are under the direction of the Consultant's designated representative and compensated by the Consultant.

Consultant will carefully designate reasonably experienced additional representatives to act on Consultant's behalf and under the designated representative's supervision. These additional representatives may include partners or associates, hired employees or freelance subcontractors under the direction of Consultant's designated representative.

Designated additional representatives at present are, but are not limited to: Rachael Curcio and Ron Keener. (Resumes of additional representatives shall be furnished to the County immediately upon request.) The County reserves the right, in its sole discretion, to reject any proposed additional 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 its professional 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.

As is reasonable and fair, the Consultant shall not be required to take responsibility for services performed or supplied by other independent contractors or vendors or their subcontractors, directly contracted by the County and its representatives or Clients of the Conference Center, nor shall the Consultant be held responsible for payment to such parties as a result of agreements with such parties executed by the County. These contracted agreements include, but are not limited to: the exclusive caterer, preferred caterers, and other contracts approved and signed by the County and its officers, boards, commissions, elected officials, employees and agents with entities other than Consultant regarding the Conference Center.

**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 professional consulting 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. The Consultant is not an employee of the County and has no authority whatsoever to bind the County by contract or agreement of any kind other than as expressly provided under Terms 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. All Internal Revenue Service rules for determining worker status as an independent contractor apply. The County shall not withhold federal or state income taxes or any other amounts from the Consultant's compensation as provided in this Agreement. The County acknowledges and agrees that the Consultant shall act on behalf of the County, but will not be liable for payment of media and other purchases approved and placed on behalf of the County.

**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 \$500,000 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 \$300,000 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 \$500,000 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 \$300,000 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, other than standard exclusions comporting with standard industry practice, on the scope of protection afforded to the County, its officials, employees, agents or volunteers. In addition, the County shall carry its own general liability for the Conference Center and its surrounding parking and common areas. The Consultant shall not be held responsible for the structural integrity or general maintenance of the Conference Center or

compliance of County officers, boards, commissions, elected officials, employees and agents, contracted and compensated subcontractors and vendors' performance.

- (ii) With respect to the Consultant's professional management services or the Work only, 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 within 5 days 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. This coverage does not include any additional subcontractors hired, contracted and/or compensated directly by the County, any caterer, or other vendors or Clients of the Conference Center. Each such person or entity shall provide proof of insurance or a hold harmless agreement, as may required by County policy, directly to the County.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least one (1) year 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" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

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

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

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

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 time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, 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 only related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

With 48 hours notice, 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.

County acknowledges that the Consultant, as an independent contractor and entity, may perform work for other clients, including marketing and special events management at other venues and for other parties unless such activity would conflict with the interests of the Cherokee County Conference Center.

**M. Confidentiality**

Consultant acknowledges that h/she 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 received 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. The parties acknowledge that the provisions in this section shall not apply to any information which is required to be disclosed by any federal, state, county or municipal law, rule or regulation or by an applicable judgment, order or decree or any court or governing body or agency having jurisdiction.

**N. Compliance with Laws Regulating Illegal Aliens**

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

The Consultant covenants and declares that h/she is enrolled in the Basic Employment Verification Pilot Program (a free service, recently renamed E-Verify found at <https://www.vis-dhs.com/employeeregistration>), and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the E-Verify Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to Cherokee County, affirming the Consultant's compliance with this Section.

**O. Licenses, Certifications and Permits**

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

shall meet the standard of quality ordinarily expected of competent professionals.

**P. Key Personnel**

The individual identified in Exhibit "C" is necessary for the successful prosecution of the Work due to her 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" and in this Agreement, 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's designated representative. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

**Q. Authority to Contract**

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

**R. Ownership of Work**

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

Any unused or rejected materials remain the property of the Consultant and shall be used as it sees fit, provided it does not involve the release of any confidential information regarding the County's business or methods of operation.

**S. County's Approval of Independent Consultant's Right for Self-Promotion**

The County agrees that the Consultant may utilize materials and intellectual property created for the County in order to promote the Consultant's ongoing business.

**T. Publicity & Advertising**

The Consultant shall not be liable for delay, omission or error in any publicly released marketing materials previously approved by the County in the absence of willful fault.

The Consultant agrees to exercise best judgment in the preparation and placement of all advertisement and publicity for the County, with a view to avoiding any claims, proceedings or suits being made or instituted against the County or the Consultant.

**U. Failure of Media and Suppliers**

The Consultant shall not be held liable by the County for the failure of any media or other suppliers to meet their obligations as contracted with the County.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

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

**B. County's Representative**

Jerry W. Cooper shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**C. Posting and Adhering to Business Hours for Servicing Conference Center Prospects**

The County agrees to present reasonable business hours to the public for telephone services for parties interested in renting the Conference Center. Suggested hours are Monday to Friday, 9 a.m. to 5 p.m. After hours information and servicing is to be provided by the County on a designated website. Consultant agrees to provide reasonable after-hours service via cell phone to contracted Clients.

**D. Additional Per-Event Insurance/Indemnity**

The County shall require Conference Center Clients to either provide the County a hold harmless agreement or purchase one-day or per-event special event insurance in accordance with County policies. Consultant and County may be named as additional insureds on any such insurance policies.

**VI. TERMINATION**

A. This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Consultant agrees that in the event of the County's failure

timely to pay Consultant any amounts due Consultant under this Agreement, the Consultant will provide the County with notice of a delinquent payment and a 30 day opportunity to cure prior to termination of this Agreement.

**B.** Upon termination, County shall provide payment to the Consultant for the pre-paid monthly base fee, prorated if applicable, to cover the period through the date of termination. The County will also pay for expenses incurred by Consultant, and requested by proper invoice, prior to the termination date. Commissions requested by proper invoice will also be due as follows:

- (1) Commissions on all events held prior to the termination date of this Agreement.
- (2) Commissions on all post-termination date events originated by the Consultant prior to termination of this Agreement. Consultant, upon termination of this Agreement, shall be required to document Consultant's origination efforts regarding these events through the date of termination in writing and to present such documentation to the County.

**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.

Consultant agrees, if requested by the County, to represent County in collections of unpaid rental and service fees if applicable; however; Consultant, its officers, directors, partners, members, employees, directly contracted and compensated subcontractors or its successors or heirs shall not be held responsible for unpaid rental and/or service fee debts or loss of income from cancelled events.

The Consultant agrees to waive its commission on unpaid debts of Clients and any uncollected fees for cancelled events until such time as payment of such unpaid debts is secured by the County or its legal representative. County may in its sole discretion pay any collection firms or attorneys required to collect outstanding funds out of any amounts of such outstanding funds that

may be collected. Consultant agrees that no commission is due on the portion of the fees deducted as payment for any such collection firms or attorneys.

### **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 Jerry W. Cooper for the County and Lorrie Keener 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:

Lorrie Keener  
410 Lovinggood Landing Drive  
Woodstock, Georgia 30189

**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.

Approved as to form:

\_\_\_\_\_  
County Attorney

CONSULTANT:

Eventmark, LLC  
By: Donald Louis Keener  
Its: president

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

[Signature]  
Witness  
[Signature]  
Notary Public

[NOTARY SEAL]

My Commission Expires:

Aug 24, 2019



CHEROKEE COUNTY

By: [Signature]  
Its: County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

[Signature]  
Witness  
[Signature]  
Notary Public  
[NOTARY SEAL]

My Commission Expires:

My commission expires 2019

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.

DKEE0290

EEV / Basic Pilot Program User Identification Number

Donna J. Keener of Ewentmark, LLC

BY: Authorized Officer or Agent Date

(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Donna (horrie) Keener

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

29 DAY OF Dec, 2009

Earlene Shadburn

Notary Public

My Commission Expires:

Aug 24, 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 applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

DKEE0290

EEV / Basic Pilot Program User Identification Number

Donna S. Keener of Eventmark, LLC

BY: Authorized Officer or Agent Date  
(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Donna (Lorrie) Keener

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29 DAY OF Dec, 2009

Earlene Shadb

Notary Public

My Commission Expires:

Aug 24, 2010



**EXHIBIT "C"**

Lorrie Keener  
Event Management/Marketing Consultant  
410 Lovinggood Landing Drive  
Woodstock, GA 30189  
[lorriekeener@comcast.net](mailto:lorriekeener@comcast.net)  
770-377-1934



Cherokee County, Georgia  
Agenda Request

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2.2

SUBJECT: Voluntary Retirement Agreements

MEETING DATE: December 20, 2011

SUBMITTED BY: Jerry W. Cooper, County Manager

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COMMISSION ACTION REQUESTED:

Consider acceptance of two (2) voluntary retirement agreements – 1 from Fire Department and 1 from DA's Office, contingent upon keeping Fire Department position vacant for 6 months, and DA's Office full-time position eliminated and part-time position created (no more than 19 hours/week) until such time as \$2:1 savings is achieved.

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FACTS AND ISSUES:

No severance package is being offered for the Fire Department employee, and the DA's Office employee's severance will be reduced by the amount the county pays in payroll costs from September 16 – December 31, 2011.

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BUDGET:

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

Budget Adjustment Necessary:

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ADMINISTRATIVE RECOMMENDATION:

Approval of Voluntary Retirement Agreements for two (2) personnel with conditions as noted.

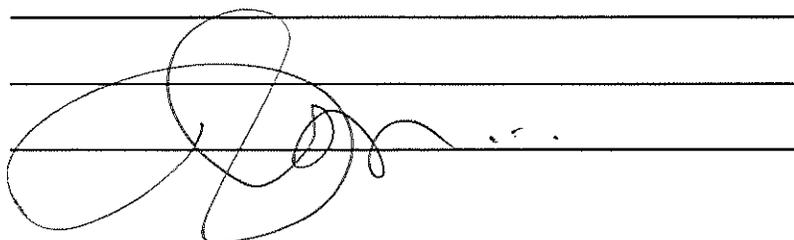
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REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_





# Cherokee County, Georgia Agenda Request

SUBJECT: Modifications to Personnel Policies Manual  
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: December 20, 2011

**COMMISSION ACTION REQUESTED:**

Consider striking Section 4.1.4 (e) of the Personnel Policies.

**FACTS AND ISSUES:**

**4.1.4 Compensatory Time:**

When applicable, compensatory time shall be earned at a rate not less than one and one-half hours for each hour of employment in excess of the maximum hours worked as defined in section 4.1.3. Accrued compensatory time shall not exceed one-hundred twenty (120) hours.

- a. Any such non-exempt employee who has accrued 120 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.
- b. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.
- c. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:
  - 1. The average regular rate received by such employee during the last 3 years of the employee's employment, or
  - 2. The final regular rate received by such employee, whichever is higher.
- d. An employee, who has accrued compensatory time and has requested the use of such compensatory time, shall be permitted to use such time on the specific date requested by the employee, unless doing so would be unduly disruptive to the department's operations.
- e. ~~All compensatory time shall be used by the end of the calendar year, or such accrued time will be paid out in monetary compensation.~~

**BUDGET:**

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

**ADMINISTRATIVE RECOMMENDATION:**

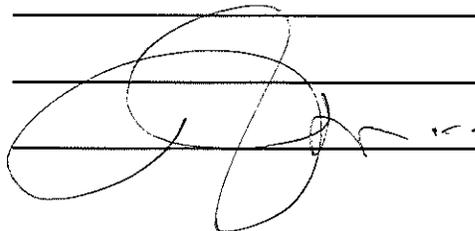
Strike Personnel Policies §4.1.4 (e) requiring payment of compensatory time accrual annually.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_





Cherokee County, Georgia  
Agenda Request

2.4

SUBJECT: GASB 54 Implementation

MEETING DATE: 12/20/2011

SUBMITTED BY: Janelle Funk, CFO

COMMISSION ACTION REQUESTED:

Formally commit charges for services, participation fees, fines, miscellaneous revenue, and contributions generated by the following individual Special Revenue Funds, to be used exclusively for each respective fund's operating expenditures:

1. Animal Shelter Fund
2. Senior Services Fund
3. DUI Court Fund
4. Insurance Premium Fund
5. Parks & Recreation Fund
6. Jail Fund (if determined revenues are not legally restricted)

FACTS AND ISSUES:

GASB 54 requires reporting changes to Fund Balance to ensure reporting is more standard across all governmental entities, and the information is more transparent/useful to readers of financial statements.

GASB 54 also requires that in order to be classified as a Special Revenue Fund, a fund must obtain a majority of its revenue from sources legally restricted, or officially committed to be used exclusively for fund operating expenditures.

A formal resolution is attached.

\$ VALUE

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board approve the action requested.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Janelle Funk 12.14.11  
[Signature]  
[Signature]

**Cherokee County, Georgia**  
**Additional Revenue Commitments – Updated December 20, 2011**  
**Proposed Resolution under GASB 54, effective for period ending**  
**December 31, 2011**

On November, 15, 2011 the Board of Commissioners committed 50% of Landfill Hosting fees to the Animal Shelter Fund, and 100% of Alcoholic Beverage Excise Taxes to the Parks & Recreation Fund, to be used exclusively for each program's operating expenditures.

Pursuant to the requirements of Accounting Statement 54 of the Governmental Accounting Standards Board (GASB), the BOC hereby commits other revenue sources received by the following Special Revenue funds to be used exclusively for each respective program's operating expenditures:

1. Animal Shelter Fund - All charges for services (e.g., adoption fees, vaccination fees) generated by Animal Shelter operations, and all contributions received to support shelter operations
2. Senior Services Fund – All charges for services generated by Senior Center operations, and all contributions received to support senior center operations
3. Parks & Recreation Fund – All charges for services (e.g., activity fees, facility rentals, concession revenues) and other miscellaneous revenue generated by the Parks programs
4. Insurance Premium Fund – Insurance Premium Tax used for services primarily provided to inhabitants of the unincorporated area of Cherokee County, as required by Georgia Law
5. DUI/Drug Court Fund – All program participation fees
6. Jail Fund – Fines and fees deposited into this fund

Note: If during the annual audit, if any revenue source is considered legally restricted, we will utilize that category rather than Committed.



**Cherokee County, Georgia  
Agenda Request**

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2.5

SUBJECT: Legal Services Agreement                      MEETING DATE: December 20, 2011  
SUBMITTED BY: Jerry W. Cooper, County Manager

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**COMMISSION ACTION REQUESTED:**

Consider renewal of legal services agreement with Jarrard & Davis.

---

**FACTS AND ISSUES:**

Modifications to the legal services agreement include:

- 1) \$50,000 credit for prosecution of ordinance violations; and,
- 2) \$100/hour rate for tax appeals that contest value assessments made by the Tax Assessors Office.

In addition, Jarrard & Davis has committed to 32 county office hours per month (8 hours/week) to better serve the needs of the Board of Commissioners, County Manager, and Agency and Department Heads.

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**BUDGET:**

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

Budget Adjustment Necessary:

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**ADMINISTRATIVE RECOMMENDATION:**

Approval modified legal services agreement with Jarrard & Davis for the 2012 calendar year.

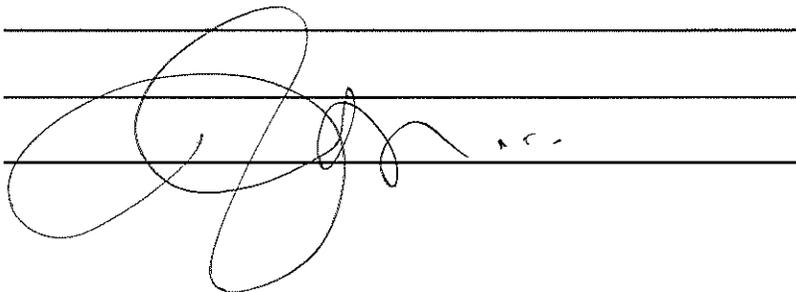
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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



AGREEMENT FOR LEGAL SERVICES  
FOR CHEROKEE COUNTY, GEORGIA

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This Agreement is made and entered into by and between the law firm of Jarrard & Davis, LLP, (hereinafter "the Firm") and Cherokee County acting by and through its duly elected Board of Commissioners (the "County").

WHEREAS, the County desires to continue to retain the Firm to discharge the duties of the office of County Attorney and to designate a member of the Firm as County Attorney.

WHEREAS, the attorneys of the Firm duly licensed under the laws of the State of Georgia and are fully qualified to discharge the duties of the office of County Attorney and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Scope of Services.**

A. The Firm shall discharge the duties of the office of County Attorney of Cherokee County and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the County of the kind and nature typically provided by an in-house County Attorney's office, unless specifically stated otherwise in this Agreement or otherwise directed in writing by the County. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the County and shall review the work of such counsel on behalf of the County as specified herein.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates and in conjunction with the Annual Cap as set forth therein.

C. In the event that the Firm is presented with a legal conflict on a certain matter for which the Firm has responsibility, the Board upon becoming apprised of such conflict by the Firm shall appoint different counsel to handle the matter in resolution of the conflict. Any fees incurred by conflict counsel shall not be counted toward fulfillment of the Annual Cap. Likewise, should the County wish to retain different counsel for any other matter for which the Firm has responsibility, any fees incurred by such different counsel shall not be counted toward fulfillment of the Annual Cap.

**2. Designation of County Attorney.**

The Firm is designated as County Attorney, with Angela Davis to handle primary County Attorney functions for Cherokee County. The parties understand and agree that the Firm may, from time to time, utilize other attorneys and personnel within the Firm to assist Ms. Davis in the performance of this Agreement but that Ms. Davis will attend all regularly scheduled Commission meetings and make best efforts to attend all special Commission meetings unless excused by the Cherokee County Board of Commissioners or the County Manager or absent due

to illness, an annual vacation or to a once-or-twice-per-year business commitment and will supervise all services rendered under this Agreement. The other attorneys in the Firm are considered as Assistant County Attorneys.

### **3. Billing Procedures and Monthly Statements.**

A. The Firm shall submit to the County, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The County will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the County.

B. The Firm will bill the County for actual, out-of-pocket expenses such as, but not limited to, authorized travel, long-distance telephone calls (other than calls between County Offices and the Firm's offices), filing fees, duplication, computerized legal research, and similar out-of-pocket expenditures. Expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to use outgoing faxes and email, U.S. Mail and other means. These items will be separately designated on the Firm's monthly statements as "expenses," and will be billed in addition to fees for professional services and shall not be counted toward fulfillment of the Annual Cap.

C. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, the County in the form of an amendment to this Agreement pursuant to Section 7 below.

D. The firm will not charge the County for the attendance of more than one attorney at any meeting, proceeding or deposition without first discussing the need to do so with the principal client contact for the matter, and will limit multiple attendance to exceptional circumstances where such attendance is necessary for the benefit of the client.

### **4. Term of the Agreement.**

This Agreement shall be effective as of January 1, 2012, and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 5 hereof.

### **5. Termination of the Agreement.**

County has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the County sufficient notice prior to termination so that County will be able to arrange alternative

representation. In either circumstance, County agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the County. The Firm agrees to cooperate fully in any such transition, including the transfer of files.

Notwithstanding the termination of the Firm's representation, County will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

#### **6. Files and Records.**

A. All legal files of the Firm pertaining to the County shall be and remain the property of County. The Firm will control the physical location of such files during the term of this Agreement for all open/active case files. Inactive or closed files shall be retained by the County.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. County shall have the right to access and examine such records, without charge, during normal business hours. County shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities.

C. Upon request, the Firm shall provide the County with electronic copies of those of the County's files in the Firm's possession which are in electronic form.

#### **7. Modifications to the Agreement.**

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the Cherokee County Board of Commissioners. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the County.

#### **8. Independent Contractor.**

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the County. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, or other similar benefits provided to County employees.

#### **9. Assignment and Delegation.**

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the County. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area.

Delegation shall not be made without the prior written approval of the County Manager of the County.

The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

**10. Insurance.**

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance policy provides coverage to the County for any damages or losses suffered by the County as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Georgia Law.

C. The Firm agrees to notify County in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

**11. Indemnification.**

The Firm shall indemnify, hold harmless and defend County, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

**12. Conflicts of Interest.**

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of the Georgia Bar.

**13. Permits and Approvals.**

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

**14. Severability.**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**15. Entire Agreement.**

This Agreement, together with Exhibit "A" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of \_\_\_\_\_, 2011.

[SIGNATURES ON FOLLOWING PAGE]

CHEROKEE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
L. B. "Buzz" Ahrens, Chairman

ATTEST:

\_\_\_\_\_  
Christy Black, County Clerk

JARRARD & DAVIS, LLP

\_\_\_\_\_  
Angela E. Davis, Esq.  
Partner

EXHIBIT "A"  
SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Services.* The general legal services to be provided by the Firm to the County shall include the following:

1. Provide routine legal assistance, advice and consultation to the Cherokee County Board of Commissioners and to County staff relating to general public law issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all meetings of the Cherokee County Board of Commissioners, and such meetings of the Planning Commission and other Boards and Commissions of the County as may from time to time be specified by the County.
4. Provide labor, employment and personnel legal services prior to the initiation of litigation to the County in any and all matters assigned by the County, except as delegated pursuant to this Agreement, or as otherwise agreed in writing by the Firm and the County, including but not limited to, all proceedings before the EEOC for Charges of Discrimination and before the Department of Labor for unemployment benefit claims.
5. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
6. Perform such other or additional general legal services as may be requested by the County, acting by and through the Cherokee County Board of Commissioners or the County Manager.
7. Litigation oversight services for those cases that are handled by insurance counsel, conflict counsel, or different counsel such as review of invoices, coordination of activities, communication of the Cherokee County Board of Commissioners' direction, and similar legal tasks.
8. Real Estate and Eminent Domain Services, including but not limited to, review of escrow documents, title reports and contracts for sale.
9. Review and supervise contracts that the County may have with other legal counsel.
10. Provide attorneys on site for regular office hours a minimum of four times per month for a total of 32 hours per month as requested by the County Manager or the Cherokee

County Board of Commissioners. Additional office hours will be provided as requested by the County Manager or the Cherokee County Board of Commissioners.

11. Perform all duties of the office of County Attorney as provided in County Attorney Job Description, to the extent such duties are not in conflict with this Agreement.
12. General Services shall not include prosecution of ordinance violations, except to the extent the \$50,000 credit provided for below is exhausted. In which case, any services related to prosecution of ordinance violations shall be billed as General Services, at the rate of \$150.00 per hour.

The general legal services specified in this paragraph I (A) shall be provided at a billable rate of \$150.00 per hour for attorney services and \$75.00 per hour for paralegal services, and \$100.00 per hour for attorney services provided to the Tax Assessors Office for tax appeals that contest value assessments made by the Tax Assessors Office, with an Annual Cap of \$400,000.00 for the period of January 1, 2012 through December 31, 2012, except as otherwise provided herein. In addition, the Firm will provide a \$50,000 credit for code enforcement issues, including preparation and prosecution of code of ordinance violations before Magistrate Court.

## II. LITIGATION SERVICES

A. Any and all claims that result in litigation brought by or against Cherokee County or any of its agencies for which insurance coverage and insurance counsel is denied may be the responsibility of the Firm. The Firm, at the discretion and approval of the Board of Commissioners, will provide full litigation services to the County from commencement of the case and through appeal.

B. The litigation services specified in paragraph II (A) shall be billed at the regular hourly rate of \$150.00 per hour for attorney services and \$75.00 per hour for paralegal services, or as otherwise agreed pursuant to this agreement. The fees earned for provision of litigation services under this Paragraph II shall not be counted toward fulfillment of the Annual Cap.

## III. BOND COUNSEL SERVICES

A. The Firm shall serve as local bond counsel in connection with all financings, transactions, bond issues, and legal matters relating to the ongoing management of the County's debt and in connection with such transactions for any other entity or authority for whom the County Board of Commissioners has authority to appoint counsel. All fees incurred as local bond counsel, and approved by the County, shall be paid out of the fees earned by outside bond counsel and shall not be counted toward fulfillment of the Annual Cap.

B. The County may solicit proposals from law firms with experience in municipal bond law to serve as Bond Counsel to the County in connection with financings, transactions and legal matters relating to the ongoing management of the County's debt. Proposals to act as Bond Counsel to the Board of County Commissioners will illustrate how a firm can offer complete

services to meet the County's needs in future bond financings and re-financings. Any agreement with selected Bond Counsel shall include the requirement that the Firm serve as local counsel.



**Cherokee County, Georgia**  
**Agenda Request Form**

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2.6

**MEETING DATE:** December 20, 2011

**SUBJECT:** Inmate Commissary Services for Cherokee Sheriff's Office Adult Detention Center

**SUBMITTED BY:** Major Karen P. Johnson-Jail Administrator

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**COMMISSION ACTION REQUESTED:**

Approval to renew contract with Southern Sheriff's Supply, that has now merged with Keefe Commissary Supply to: Provide Commissary Services for the inmates of the Cherokee Sheriff's Office Adult Detention Center.

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**FACTS AND ISSUES:** Southern Sheriff's Supply has had the contract for the past several years but has recently merged with Keefe Commissary Supply. Keefe Commissary has agreed to keep the original terms of the contract and Cherokee Sheriff's Office will receive 37% of gross sales or a minimum of \$120,000.00 annually. In addition, Keefe Commissary will provide a full-time On-site manager at no county expense.

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**BUDGET: (If applicable)**

Budgeted Amount:           \$ \_\_\_\_\_           Account Name: \_\_\_\_\_  
Amount Encumbered       \$ \_\_\_\_\_           Account #: \_\_\_\_\_  
Amount Spent to Date:    \$ \_\_\_\_\_  
Amount Requested         \$0.00  
Remaining Budget         \$ \_\_\_\_\_  
Budget Adjustment Necessary: \_\_\_\_\_

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**ADMINISTRATIVE RECOMMENDATION:**

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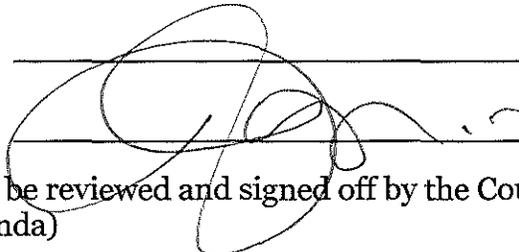
**REVIEWED BY:**

**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)



**Cherokee County Sheriff's Office  
498 Chattin Drive  
Canton, GA 30114**

**COMMISSARY SERVICE AGREEMENT FOR  
ADULT DETENTION CENTER**

This Agreement, made this \_\_\_ day of \_\_\_\_\_, 2011 by and between the Cherokee County Sheriff's Office and the Cherokee County Board of Commissioners (hereinafter referred to as "Client"), and Keefe Commissary Network, L.L.C., a registered limited liability company with Corporate offices in St. Louis, Missouri, 63132 (hereinafter referred to as "KCN").

Whereas, prior to September 1, 2011, MCCBC, LLC d/b/a Southern Sheriffs Supply provided to Client the services described herein pursuant to a contract between that entity and Client; and

Whereas, KCN, since September 1, 2011, has been providing to Client the services previously provided by MCCBC, LLC d/b/a Southern Sheriffs Supply; and

Whereas, Client desires to formally avail itself of commissary services offered by KCN through September 30, 2012, and KCN desires to provide such services to Client.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants which follow, Client and KCN agree to be legally bound as follows:

**1. Appointment**

Grant of Rights. Client grants unto KCN, as an independent contractor, the exclusive right, as described in more detail herein, to sell commissary products to inmates, in the Cherokee County Adult Detention Center, 498 Chattin Drive, Canton, Georgia 30114 (the "Detention Center").

**2. Obligations and Commissary Provider**

A. KCN will purchase and maintain such mutually agreed types of items, including but not limited to those items described in Exhibit "A," attached hereto and incorporated herein by reference, in sufficient quantities for the sale of food products, beverages, personal hygiene, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. KCN warrants that the prices shown on the price list (Exhibit "A") shall not be increased during the term of this Agreement.

B. KCN will maintain and keep on file all records of client's sales for a period of 3 years from the date this Agreement begins. KCN will give client or client's authorized agent the opportunity to audit or inspect such records which are directly relevant to this Agreement. The cost of any such audit or inspection shall be at the expense of KCN. The examination of kept records shall be conducted at the KCN location where records are maintained.

C. Delivery of commissary orders to the Detention Center by KCN will be on Tuesdays at 1 p.m.

- D. KCN will provide at its own expense a full time Onsite Manger to assist in the overall commissary service for Client. KCN will provide four part-time employees to assist in distribution of commissary orders. These employees will be on duty from 1 p.m. to 4 p.m. on Tuesdays or as otherwise needed.
- E. KCN will continue to provide Client with the Tech Friends Commissary Software ("Software") to be interfaced with the Client's jail management software. KCN warrants that the Software will be free of viruses, bugs, time bombs, trojan horses, and other such defects and that the Software will continue to operate in a manner equivalent to or better than its operation at the time of the execution of this Agreement and in conformance with all applicable specifications.
- F. KCN will provide Client with technical training regarding the Software upon initial start-up. Client will be given full instructions on the operating procedures of the Software.

### 3. Software Maintenance

- a. *Scope.* During the term of this Agreement, KCN agrees to provide client standard maintenance, custom enhancements, and on-site support services, as set forth below:
- b. *Standard Maintenance Service.* KCN will provide Client the following standard maintenance services for the Software.
  - i. Corrections of substantial defects in the Software so that the Software will operate as described in the user manuals.
  - ii. Periodic updates of the Software that may incorporate: (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) enhancements to the Software.
  - iii. Telephone support 24 hours a day, 7 days a week, including federal holidays, to assist Client with support. Toll free numbers will be provided for Client's convenience.

### 4. Commissions and Payments

KCN will guarantee to the Client payment of a commission of the greater of 37% of Gross Sales or \$120,000.00 annually, based on anticipated minimum annual Gross Sales of \$325,000. "Gross Sales" is defined as total monetary receipts from sales of products to Client inmates pursuant to this Agreement, less applicable state and local taxes, postage items, and indigent items. The parties agree that commissions to which Client is entitled shall be retained by the Client, as Client maintains control of all funds derived from Gross Sales and thus shall retain commission amounts and then remit funds monthly to KCN for the difference between monthly Gross Sales and commission amounts.

- A. *Taxes.* KCN agrees to pay all taxes, fees, and other assessments levied by federal, state, local and other governments related to sales and its profits under this Agreement, including sales tax collections made on inmate commissary orders.
- B. *Payments.* Client agrees to deduct product purchase amounts from inmate accounts and to apply such amounts towards the determination of KCN's Gross Sales, pursuant to the attached price list, on a weekly basis.

## 5. Term and Termination

- A. *In General.* This term of this Agreement shall be from January 1, 2012 until September 30, 2012. Additionally, by execution of this Agreement the parties hereby ratify KCN's provision of services to Client from September 1, 2011 through December 31, 2011 as being governed by the terms of this Agreement. Either party may terminate this Agreement by giving the other party (30) days prior written notice based on any of the following:
  - i. The other party's failure to comply with any term of this Agreement within thirty (30) days after written notification, including but not limited to a failure to comply with the pricing and payment obligations of Section 4.
  - ii. Mutual agreement of the parties.

## 6. Insurance

During the entire term of the Agreement, KCN shall, at its own expense, purchase and maintain the following insurance coverages with companies properly licensed and satisfactory to the Client:

- a. Workmen's Compensation as required by applicable law, including Occupational Disease and Employer's Insurance.
- b. Public liability, including coverage for direct operations, sublet work, contractual liability, and completed operations with limits not less than those stated below:
  - Bodily Injury Liability – including personal injuries \$500,000 each person; \$1,000,000 each occurrence
- c. KCN shall provide Liability Insurance through a Comprehensive General Liability policy for the full limits required. KCN shall provide additional coverage through an Umbrella Liability Policy with coverages, at a minimum, as shown in Exhibit "B," attached hereto and incorporated herein by reference.

## 7. Indemnify and Hold Harmless

- A. KCN shall indemnify Client against any loss, damage, injury or death caused by: (1) reckless, intentional or negligent acts or omissions of KCN, including KCN's agents,

officers, contractors, or employees; and (2) losses, damages, injuries or death caused by KCN's reckless, intentional or negligent act or omission regarding the provision, consumption or use of the products sold; provided, however that nothing contained herein shall require KCN to defend or indemnify Client for losses, damages, injuries or death arising out of the sole negligence of Client, its agents or employees.

- B. KCN's obligation to hold the Client harmless pursuant to the Agreement shall be dependent upon Client promptly notifying KCN in writing of any such claims or lawsuits against either KCN or Client, but in no event later than thirty (30) days after the date the Client first received notice of such claim or lawsuit, and, forwarded to KCN the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the date the Client was served with such documents. Failure of Client to notify KCN of any such claim or lawsuit within said thirty (30) day period shall relieve KCN of any and all responsibility and liability under the Agreement to indemnify and hold Client harmless.

#### **8. Relationship of Parties**

It is mutually understood and agreed that neither KCN nor Client are authorized to oblige the other party or act in the name of the other party other than as stated in this Agreement, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; the employees of KCN 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 KCN.

#### **9. KCN's Title to the Software and Hardware**

- A. All Software installed by KCN pursuant to this Agreement is proprietary, and copyrighted. This software and technology and title thereto shall at all times remain the property of KCN. Client shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, except in the event of the express written consent of KCN. Client may not: (1) copy (other than for back-up purposes), distribute, rent, lease or sublicense the Software; (2) use the Software in a computer-based services business or public display visual output of the Software (i.e. transmission of the Software over a network, by telephone, or electronically using any means); or (3) reverse engineer, decompile or disassemble the Software. Client agrees, except as may be otherwise required by applicable law or order of a court of competent jurisdiction, to keep confidential and use Client's best efforts to prevent and protect the contents of the Software from unauthorized disclosure or use.
- B. All hardware installed by KCN shall remain the property of KCN.
- C. All maintenance, repair or replacement of hardware shall be the responsibility of KCN.

#### **10. Assignment**

Neither KCN nor Client may assign or transfer this Agreement or any part thereof,

without the written consent of the other party.

#### **11. Proposal Acknowledgement**

The proposal from MCCBC, LLC d/b/a Southern Sheriffs Supply in response to Bid # RFP 25-1277 from Cherokee County Sheriff's Office, 498 Chattin Drive, Canton, Georgia 30114, including all Policies and Procedures, Standards, Operational Requirements, Technical Proposals, Startup Procedures, Distribution Procedures, Products and Pricing, Indigent Kits, Inmate Complaint Policies et al., attached hereto and incorporated herein by reference as Exhibit "C," and Client's related Request for Proposals, a copy of which is attached hereto and incorporated herein by reference as Exhibit "D," are included in this Agreement and KCN shall continue to provide services and goods in compliance with said exhibits. In the event of a conflict among the terms of this Agreement, Exhibit "C," and Exhibit "D," the provision affording Client the highest level of service, goods and/or protection, as determined by the Client in its sole discretion, shall govern.

#### **12. General Provisions**

##### **a. Notices.**

All notices under this agreement are to be sent by registered mail to the address below or to any address as the party may designate:

Keefe Commissary Network, L.L.C.  
10880 Lin Page Pl.  
St. Louis, MO 63132  
Attention: John Puricelli

##### Client:

Cherokee County Board of Commissioners  
Cherokee County Sheriff's Office  
Adult Detention Center  
498 Chattin Drive  
Canton, Georgia 30115  
Attention: Major Karen Johnson

**b. Amendment.** This Agreement and the exhibits set forth constitute the entire understandings of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by both parties.

**c. Governing Law.** This Agreement is to be construed in accordance with the laws of the State of Georgia.

d. *Waiver.* Failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such party's right to later enforce such provisions.

e. *Severability.* If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of this Agreement.

f. *Limitations.* No action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after the cause of action arises.

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

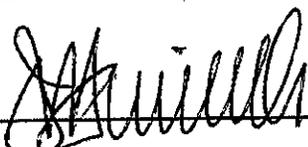
The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that neither KCN nor KCN's subcontractors employ unauthorized aliens on Client contracts. By entering into a contract with the Client, KCN and KCN's subcontractors agree to cooperate with any such investigation by making records and personnel available upon reasonable notice for inspection and questioning. Where KCN and KCN's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order KCN to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. KCN's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of this Agreement, and KCN shall be liable for all damages and delays occasioned by the Client thereby.

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 to this Agreement the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

KEEFE COMMISSARY NETWORK, L.L.C.

By:   
Title: Executive VP/General Manager

CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

CHEROKEE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit "E"

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.

451202

EEV/Basic Pilot Program User Identification Number

*[Handwritten Signature]*

By: Authorized Officer or Agent of Keefe Commissary Network, L.L.C.

John Puricelli

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

16<sup>th</sup> DAY OF December, 2011

*Bonnie S. Williams*

Notary Public

My Commission Expires:

BONNIE S. WILLIAMS  
Notary Public - Notary Seal  
St. Louis County  
STATE OF MISSOURI

My Commission Exp. 10/24/2012  
#0840046

EXHIBIT "F"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 3-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Keefe Commissary Network, L.L.C. on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

---

EEV/Basic Pilot Program User Identification Number

---

By: Authorized Officer or Agent Date  
[Insert 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 \_\_\_\_\_, 201\_\_

---

Notary Public  
My Commission Expires:

---



**Cherokee County, Georgia  
Agenda Request**

---

1.7

SUBJECT: Budget Amendment – Fire SPLOST      MEETING DATE: December 20, 2011  
SUBMITTED BY: Jerry W. Cooper, County Manager

---

**COMMISSION ACTION REQUESTED:**

Consider budget amendment to increase SPLOST revenue in the amount of \$108,495 and expenditures for the same amount to be earmarked for Fire Training Facility Project

---

**FACTS AND ISSUES:**

Settlement payments received include:

Jack Pyburn (CNA Insurance)	\$ 22,500.00
Premier (Montgomery Insurance)	\$ 21,928.72
Premier (Harleysville-Atlantic)	\$ 54,133.85
Premier (One Beacon)	<u>\$ 9,932.43</u>
Total	\$108,495.00

---

**BUDGET:**

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

Budget Adjustment Necessary: \$108,495 Fire SPLOST Revenue and Fire Training Cntr Proj.

---

**ADMINISTRATIVE RECOMMENDATION:**

Approve budget amendment in the amount of \$108,495 to increase SPLOST Fire Revenue and SPLOST Fire Training Center Project Expenditure in the amount of \$108,495.

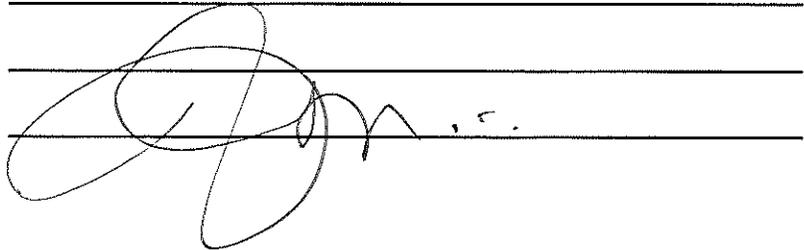
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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_





# JARRARD & DAVIS, LLP

RECEIVED

DEC 14 2011

KEN E. JARRARD  
ANGELA E. DAVIS

PAUL N. HIGBEE, JR.  
PAUL J. DZIKOWSKI

A Limited Liability Partnership  
105 Pilgrim Village Drive, Suite 200  
Cumming, Georgia 30040

TELEPHONE: 678.455.7150  
FACSIMILE: 678.455.7149

[ADAVIS@JARRARD-DAVIS.COM](mailto:ADAVIS@JARRARD-DAVIS.COM)

CHRISTOPHER J. HAMILTON  
PAUL B. FRICKEY  
THOMAS MONDELLI  
KENNETH P. ROBIN  
JAMES F. F. CARROLL  
ELIZABETH M. WHITWORTH

December 13, 2011

**VIA FEDERAL EXPRESS**

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

Re: **Cherokee County Board of Commissioners and Cherokee County, Georgia v. M.G. Patton Construction Co., et al.**  
Cherokee County Superior Court  
Civil Action File No. 05-CV-2708

Dear Mr. Cooper:

Enclosed please find correspondence concerning the above-referenced matter from Dennis A. Brown, Esq., counsel for Premier Construction Services, Inc., and Ryan B. Wilhelm, Esq., counsel for Jack Pyburn and Office of Jack Pyburn. Also included are the following documents:

- Original signature page for the Settlement Agreement and Release executed on behalf of Premier Construction Services, Inc.;
- Montgomery Insurance's draft for \$21,928.72, representing the first part of Premier's portion of the settlement proceeds;
- Harleysville-Atlantic Insurance Company's draft for \$54,133.85, representing the second part of Premier's portion of the settlement proceeds;
- One Beacon's draft for \$9,932.43, representing the third and final part of Premier's portion of the settlement proceeds;
- Original signature page for the Settlement Agreement and Release executed by Jack Pyburn on behalf of Office of Jack Pyburn, Architect, Inc.; and

JARRARD & DAVIS, LLP  
Page 2 of 2

- CNA's draft for \$22,500.00, representing Jack Pyburn's portion of the settlement proceeds.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

**JARRARD & DAVIS, LLP**

*Angela E. Davis/jlo*  
Angela E. Davis

AED:jlo

Enclosures – as stated

cc: Cherokee County Board of Commissioners (w/o encl.)

LAW OFFICES

**CARLOCK, COPELAND & STAIR, LLP**

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

**RYAN B. WILHELM**

**DIRECT DIAL NUMBER**  
404-221-2218

**E-MAIL ADDRESS**  
rwilhelm@carlockcopeland.com

**FACSIMILE**  
404-222-9482

191 PEACHTREE STREET N.E.

SUITE 3600

ATLANTA, GEORGIA 30303-1235

TELEPHONE (404) 522-8220

**MAILING ADDRESS**

P. O. Box 56887  
Atlanta, Georgia  
30343-0887

[www.carlockcopeland.com](http://www.carlockcopeland.com)

**CHARLESTON, SC OFFICE**

40 Calhoun Street, Suite 400  
Charleston, SC 29401-3001  
(843) 727-0307

**REPLY TO ATLANTA OFFICE**

December 12, 2011

**VIA FEDERAL EXPRESS**

Angela E. Davis  
Jarrard & Davis, LLP  
105 Pilgrim Village Drive  
Suite 200  
Cumming, GA 30040

Re: Cherokee County Board of Commissioners and Cherokee County,  
Georgia v. M.G. Patton Construction Co., et al.  
Cherokee County Superior Court; CAFN: 05-CV-2708  
Our File No. 254-28304

Dear Angie:

Enclosed, please find a check in the amount of \$22,500.00, along with a copy of the signature page of the Settlement Agreement executed by Jack Pyburn on behalf of Office of Jack Pyburn, Architect, Inc. Please let me know if you should have any questions concerning this matter.

Very truly yours,

  
RYAN B. WILHELM

RBW:jyd  
Enclosures

cc: Bruce Taylor (via U.S. Mail)



CNA  
 P.O BOX 8317  
 CHICAGO IL 60604



000001  
 CARLOCK COPELAND ATTN. G. WHEELER  
 P.O. BOX 56887  
 ATLANTA GA 30343-0887



**\* To expedite handling of your claim, please include our claim number on all future correspondence to us.** Claim Number \* AE 198131VX

Insured/Client OFFICE OF JACK PYBURN,		Claimant CHEROKEE COUNTY			ATT 09/22/11		
Date of Loss 02/20/04	Total WC Ind to Date	From - thru Dates	Suff/DT 021	TRAN Code 22	EXP	Pay Code	Amount \$22,500.00
							\$22,500.00

Reason  
 SETTLEMENT OF ALL CLAIMS.

To ensure timely delivery of your check, please verify that the address on this check is complete and correct. If not, please notify your claims representative with the correct information. Thank you.

JCBLB1 11.09.06

PLEASE DETACH BEFORE CASHING



Continental Casualty Company  
 Chicago, IL 60604

UNDERWRITTEN BY:  
 CONTINENTAL CASUALTY COMPANY

100551607  
 Date Issued 09/22/11  
 56-1544  
 441  
 Bank Acct. 630505956

**VOID IF PURPLE BACKGROUND IS ABSENT THIS DOCUMENT CONTAINS A WATERMARK - HOLD UP TO LIGHT TO VIEW**

Claim Number AE 198131	Desk Code VX	Insured/Client OFFICE OF JACK PYBURN	Issuing Off. No. AE
Prefix & Contract No. AEA 113762347	Claimant CHEROKEE COUNTY	Date of Loss 02/20/04	
From-thru (Dates)	In Payment of SETTLEMENT OF ALL CLAIMS.		

PAY TWENTYTWO THOUSAND FIVE HUNDRED AND NO/100THS Dollars

TO THE ORDER OF  
 CHEROKEE COUNTY  
 1430 BLUFFS PARKWAY  
 CANTON GA 30114

Dollars • Cents  
 \*\*\*\*\*\$22,500.00

*Wheeler*

VOID IF NOT CASHED IN SIX MONTHS FROM MONTH OF ISSUE

JPMorgan Chase Bank, NA Ohio

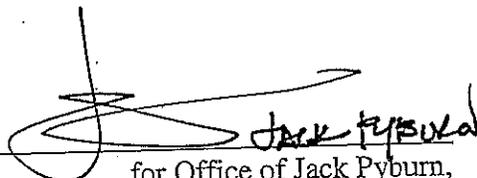
\_\_\_\_\_, for Cornerstone Masonry,  
Inc.

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
(NOTARIAL SEAL)

  
\_\_\_\_\_, for Office of Jack Pyburn,  
Architect, Inc.

Sworn to and subscribed before me

this 22<sup>nd</sup> day of September, 2011.

Catherine Ireland Witt  
Notary Public

My commission expires: June 12, 2015.  
(NOTARIAL SEAL)



*Main Office*  
2970 Clairmont Road, NE  
Suite 1010  
Atlanta, Georgia 30329

404.633.9230 ~ telephone  
404.633.9640 ~ facsimile  
1.866.640.8402 ~ toll free  
www.buckleybrown.com

**BUCKLEY  
BROWN**  
Attorneys at Law

*Columbus Office*  
1617 Wynnton Road  
Columbus, Georgia 31906

*Eatonton Office*  
153 South Rock Island Drive, Suite A  
Eatonton, Georgia 31024

*Please Reply to the Atlanta Office*

December 12, 2011

**VIA OVERNIGHT DELIVERY**

Angela E. Davis, Esq.  
Jarrard & Davis, LLP  
105 Pilgrim Village Drive  
Suite 200  
Cumming, Georgia 30040

**Re: Cherokee County Board of Commissioners v. M. G. Patton  
Construction Company, Inc. et al., Superior Court Of Cherokee  
County, Civil Action No.: 05-CV-2708**

Dear Ms. Davis:

Enclosed please find the following:

1. The original executed signature page of the Settlement Agreement and Release for Premier Construction Services, Inc.;
2. Montgomery's settlement check in the amount of \$21,928.72;
3. Harleysville's settlement check in the amount of \$54,133.85; and
4. One Beacon's settlement check in the amount of \$9,932.43.

If you have any questions or need any additional information, please let me know.

Sincerely,



Dennis A. Brown  
**BUCKLEY BROWN, P.C.**  
direct dial 404.974.4571  
dbrown@buckleybrown.com

Angela E. Davis, Esq.  
December 12, 2011  
Page 2 of 2

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Enclosures

cc: Bruce A. Taylor, Jr., Esq. (w/o enclosures)  
Rex D. Smith, Esq. (w/o enclosures)

\_\_\_\_\_, for Baly Insulation

Sworn to and subscribed before me

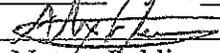
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
(NOTARIAL SEAL)

  
\_\_\_\_\_, for Premier Construction  
Services, Inc.

Sworn to and subscribed before me

this 17 day of November, 2011.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 04-14-14  
(NOTARIAL SEAL)

**Alex Dailey**  
**NOTARY PUBLIC**  
**Cobb County, GEORGIA**  
**My Comm. Expires**  
**04/14/2014**

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • NOT A WHITE BACKGROUND



08/18/2011

TF17135-1

51-44  
119-CT

PAY TO THE ORDER OF:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

ALL PAYEES MUST ENDORSE

AMOUNT  
\*\*\*\*\*\$9,932.43

IN PAYMENT OF: ONEBEACON'S SHARE OF SETTLEMENT ON BEHALF OF PREMIER CONSTRUCTION IN CHEROKEE COUNTY

Nine thousand nine hundred thirty two and 43/100 Dollars

BANK OF AMERICA  
NOT VALID AFTER 90 DAYS FROM ISSUE

INSURED: Premier Construction  
POLICY NO: R536901  
CLAIM NO: 0AA-137613-01-01  
CLAIMANT: Cherokee County Board Of Commi  
ADJUSTER: MATTHEW X ADLER

LOSS DATE: 04/22/2000  
CLM TYPE: ORD-GA

AUTHORIZED SIGNATURE

IF \$250,000 OR OVER, TWO SIGNATURES REQUIRED

⑈ 1180517135⑈ ⑆ 011900445⑆ 000000004253⑈

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

AMC \* 001257  
13830 BALLANTYNE CORP PLACE  
SUITE 300  
CHARLOTTE, NC 28277-2711



WACHOVIA BANK, N.A.  
SAVANNAH, GA

1008245891  
64-975/612  
2079900411553

B.CODE OFFICE NUMBER PAYMENT IDENTIFICATION  
R07 048C 203628460

CHECK DATE  
08/19/11

\*\*\*\*\*21,928.72

PEERLESS INSURANCE COMPANY

VOID IF NOT PRESENTED WITHIN SIX MONTHS OF ISSUE DATE OF CHECK

PAY TWENTY ONE THOUSAND NINE HUNDRED TWENTY EIGHT AND 72/100 DOLLARS\*\*\*\*\*

TO THE ORDER OF: CHEROKEE COUNTY BOARD OF COMMISSIONERS  
C/O BUCKLEY BROWN ATT: D. BROWN  
2970 CLAIRMONT RD NE #1010  
ATLANTA GA 30329

⑈ 1008245891⑈ ⑆ 061209756⑆ 2079900411553⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

HARLEYSVILLE-ATLANTIC INSURANCE COMPANY

355 MARCE AVENUE, HARLEYSVILLE, PA 19438

80-1343  
349

C8118519

Harleysville

UNIVEST NATIONAL BANK AND TRUST CO.  
SOUDERTON, PA.

ISSUE DATE  
08/18/11

PAY TO THE ORDER OF

PAY 54,133 DOLLARS 85 CENTS

VOID AFTER 60 DAYS

CHEROKEE COUNTY  
C/O R. MARK MAHLER  
90 NORTH STREET  
CANTON GA 30114

AMOUNT  
\$\*\*\*54,133.85

*Jonathan Yon*  
*Mark R. Cummins*

CLAIM NUMBER F -H0-585954-U 20 60196

⑈8118519⑈ ⑆031913438⑆ ⑆4411 60943 3⑈