

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

April 3, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Annual Report Presentation for Cherokee Recreation and Parks Agency by Bryan Reynolds.
2. Discussion on revised map of the Technology Ridge Opportunity Zone.
3. Discussion of Regular Agenda Items.

Executive Session to Follow

Cherokee Recreation & Parks Agency



Quality People Delivering Quality Services
For your Quality of Life

2011 Annual Report



7545 Main Street
Building 200
Woodstock, GA 30188

770-924-7768

www.crpa.net

History and Mission



Our agency began operations around 1970 when the Cherokee Recreation **Commission** was formed under the guidelines of the Georgia Recreation Enabling legislation. During the 1970's the Commission evolved into an arm of county government as a Recreation & Parks Department and the first director was hired in 1972.

The **Department** continued as a county agency as the governing body transformed from a single-commissioner to a multi-commissioner (five-person) form of government in 1992.

Three-and-a-half years later the five-person County Commission introduced local legislation and the Cherokee Recreation & Parks Authority was born on July 1, 1995 as a result of an act of the Georgia General Assembly, House Bill 951.

The **Authority** was governed by a five-person board appointed by the County Commission and included one county commissioner appointed by the Commission Chair. The initial time frame for the Authority was five-and-a-half years, through December 31, 2000.

In 1999, the County Commission again introduced local legislation and the Authority's time frame was extended by the General Assembly's House Bill 932 through December 31, 2010.

In 2007, local legislation was introduced by the County Commission to dissolve the Authority after 12 years via the General Assembly's House Bill 403.

House Bill 403 became effective with the Governor's signature and returned recreation and parks operations under county government as the Cherokee Recreation & Parks Agency. The **Agency** began operations on May 23, 2007.

CRPA's Mission

Quality People, Delivering Quality Services for your Quality of Life



Cherokee County Board of Commissioner's Mission Statement

The Cherokee County Board of Commissioners is dedicated to providing a

“Superior Quality of Life” for its residents.

OUR GOAL:

To Preserve the Beauty, Unique Character, and Desirability of the Community where we live, work and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Respect you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement; Accelerate Infrastructure Improvements; & State-of-the-Art Public Safety Facilities, Training and Personnel.



Staff and Advisory Board

CRPA includes four divisions; Administrative, Athletic, Park Maintenance and Recreation. We have 23 full-time employees as well as over 75 part-time employees.

Administrative Division

Bryan Reynolds, Director
 Andrea Johnson, Business Manager
 Becky Kerstetter, Receptionist/Registrar

Athletic Division

Jay Worley, Division Director
 Sammy Long, Coordinator
 John Scalera, Coordinator
 Camille Thomas, Coordinator
 Cindy Klein, Recreation Assistant

Park Maintenance Division

Michael Brantley, Division Director
 Steve Ralston, Superintendent
 Danny Lay, Crew Leader
 Mac Shaw, Crew Leader
 Tony Stargel, Crew Leader
 Ray Hendrix, Parks Sr. Coordinator
 Brian Harrison, Parks Worker III
 Jimmy Stansel, Parks Worker III
 Marc Cochran, Parks Worker II
 Daniel Westbook, Parks Worker II
 Bryant Chalkiadi, Parks Worker I
 Michael Slaughter, Parks Worker I

Recreation Division

Neely Motiejunas, Division Director
 Kate Borden, Coordinator
 Kim Watt, Coordinator



CRPA Advisory Board

The Advisory Board is a 5-member board appointed by the Board of Commissioners.

The 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.

Members:

Chris Hampton, Chair

Jim Haslam, Vice Chair

Mark Goddard

Bryan Roach

Tom Ware

2011 Employee of the Quarter Winners

Winter – Andrea Johnson

Spring – Marc Cochran

Summer – Camille Thomas

“2011 set the stage for many positive impacts to our recreation and parks system in the form of planning, funding and implementation.”

Director's Message

In 2011, CRPA began the year with new leadership at the helm for the first time in more than twenty years. After the retirement of our long-time director and the departure of our assistant director, a new leadership team accepted the challenge of achieving our mission.

In an effort to reorganize and better manage the agency, two new divisions were created. Born from the old Programs Division, the Athletic and Recreation Divisions were established.

Created to oversee the athletic programs directly provided by CRPA as well as create and strengthen partnerships with other recreation providers in our community the Athletic Division undertook several important tasks including instituting the new Athletic Field Use policies and Youth Athletic Association Manual. But, by far, the biggest challenge faced by the Athletic Division in 2011 was the addition of the Cherokee Youth Basketball program. Adapted from the former volunteer-run association with more than 400 teams and 3,000 players, ages 5 to 18, playing in gyms throughout Cherokee County, it instantly became the single largest program offered by CRPA.

The Recreation Division is now focused on our other recreation opportunities such as camps, instructional programs, special events, senior events and programs for special populations.

In addition to their regular programming, the Recreation Division began preparing for the operation of the Cherokee County Aquatic Center. This will continue to be a major focus next year as we prepare to open this facility in 2013.

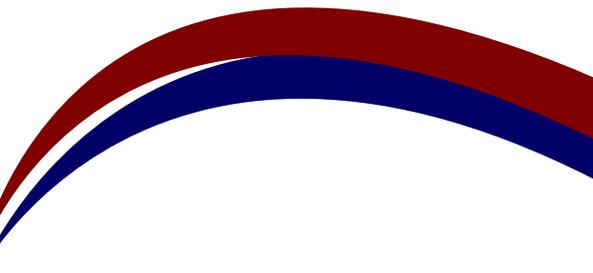
In June, the Cherokee Tennis Center was reopened under new management, Top Tennis Academy. Under their direction, the center has been reinvigorated. More programs and lessons are being offered, and the courts are seeing a great deal more use. Also, this summer, CRPA launched our Facebook page as another way to connect and communicate with our patrons.

Financially, 2011 was another successful year for CRPA. Through the hard work and dedication of our staff we met our budget for both revenues and expenditures. CRPA recovered more than 45% of our costs through program fees, more than any other county in the metro Atlanta area. Combined with funding from taxes on the sale of alcoholic beverages in unincorporated parts of Cherokee County, this accounted for 74% of the operations and maintenance costs. What does this mean for taxpayers in Cherokee County? In 2011, the average homeowner paid only \$4.55 in property taxes for the operations and maintenance of our recreation and parks agency.



Finally, in cooperation with the county's Capital Projects office, work has continued on the capital improvement plan. Major accomplishments include the renovations at Hobgood and Sequoyah Parks as well as the awarding of the construction contract for the Cherokee County Aquatic Center. See the Capital Projects Update for the complete report.

As you can see, 2011 set the stage for many positive impacts to our recreation and parks system in the form of planning, funding and implementation. We have great challenges and opportunities ahead. On behalf of the CRPA staff and advisory board, I am pleased to present our 2011 Annual Report.



State of the Agency

Administrative Division

The Administrative Division is responsible for the planning, administration and coordination of work assignments for the Agency's finances, marketing and public relations, registration processes, training, communications, facility rentals, policy administration and office management.

Duties include processing registrations, drafting facility use contracts, customer service, budgeting for office supplies, front desk management, bill pay, website/Facebook management and brochure development.

Division staff works closely with other divisions to ensure proper flow of information and promotion of programs, parks, and facilities.

2011 Highlights:

- Assisted in hosting large community events such as Give-A-Kid a Chance and Senior Extravaganza.
- Andrea Johnson, Business Manager, recognized as CRPA Employee of the Winter Quarter.
- Created and implemented CRPA's Facebook Page.
- Increased program participation by mailing out *Leisure Pursuit* Brochure.
- Developed and implemented "Helping Hands" projects like Project Valentine and Toys for Tots.

Athletic Division

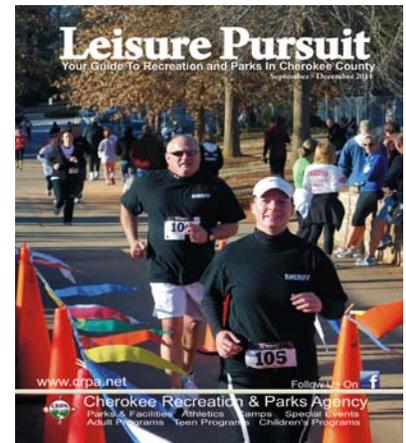
The Athletic Division is responsible for planning, organizing and implementing programs in the areas of youth athletics, adult athletics, tournaments, camps and special events.

Duties include budgeting for programs and leagues, hiring and supervising appropriate staff, purchasing equipment, soliciting sponsorships and evaluating programs. The Athletic Division also serves as a community resource for local youth sports associations.

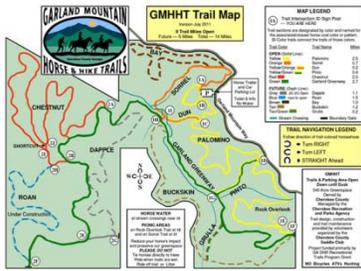
Division staff works directly with individuals participating in programs; develops and promotes diverse athletic opportunities; and maintains information on current trends in athletic programs, activities, and events.

2011 Highlights:

- 4th Annual Volunteer Banquet with over 250 guests. The Distinguished Volunteer of the Year recipient was Marguerite White from Cherokee Youth Football Association.
- Conducted over 2,000 Criminal Background Checks for volunteer youth sports coaches.
- Twin Creeks Express 8U Coach Pitch Girls Softball Team won the 2011 Georgia ASA State Championship for the second consecutive year.
- Inaugural Season of Cherokee Youth Basketball (CYB). Over 3,100 players and 413 teams for the 2011-12 season.
- Welcomed newest youth athletic association- Cherokee Hockey In Line League (CHILL) to our youth sports community.



State of the Agency



Park Maintenance Division

The Park Maintenance Division is committed to parks and natural resources maintenance and preservation.

Duties include managing, protecting and improving natural resources; responsible for greenways, trails and nature parks; responsible for park maintenance including, but not limited to, playground inspections and up keep, field mowing, fertilizing, dragging and marking fields, and landscaping park grounds; responsible for maintenance of park pavilions and restrooms.

Division staff works closely with other divisions to ensure that fields are prepared based on usage schedules.

2011 Highlights:

- Finished 2.2 miles of trail at Garland Mountain.
- Re-sodded multi-purpose field at Weatherby Park.
- Re-sodded four multi-purpose fields at Riverside Athletic Complex.
- Beautification project at Fields Landing Park with Atlanta Gas Light volunteers.
- Added split-rail fencing at Sequoyah Park and Hobgood Park.
- Removed old storage building at Inline Hockey rink and added new fencing.
- Recycled 1,200 Christmas trees and spread mulch at parks.

Recreation Division

The Recreation Division is responsible for planning, organizing and implementing programs for children, teens, and adults in the areas of instructional classes, fitness, day and specialty camps, special events, special populations and in the future, aquatics.

Duties include budgeting for programs, hiring and supervising of appropriate staff, purchasing of equipment, soliciting sponsorships and evaluating programs.

Division staff works directly with individuals participating in programs; develops and promotes diverse recreational opportunities; and maintains information on current trends in recreational programs, activities, and events.

2011 Highlights:

- Hosted 5th Annual Guns & Hoses 5K and registered over 480 runners, raising \$2,410 for charity.
- Kim Watt, Recreation Coordinator, recognized as Cherokee County Outstanding Service Award Winner, 1st Quarter.
- Hosted 6th Annual Touch-A-Truck with over 15 vendors, 25 vehicles and 1,200 attendees.
- Successfully completed Cherokee County Aquatic Center Business Plan.
- Collaborated with Senior Services to successfully provide the Adopt-A-Senior Program to 250 individuals.
- Hosted 1st annual Canes and Cocoa with more than 80 participants.



CHEROKEE COUNTY AQUATIC CENTER

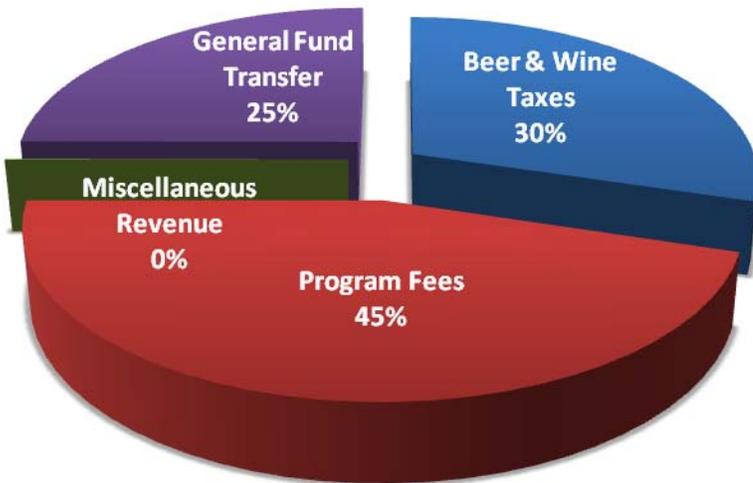


Financial Report

CRPA Fund Summary (as of 12/31/11)

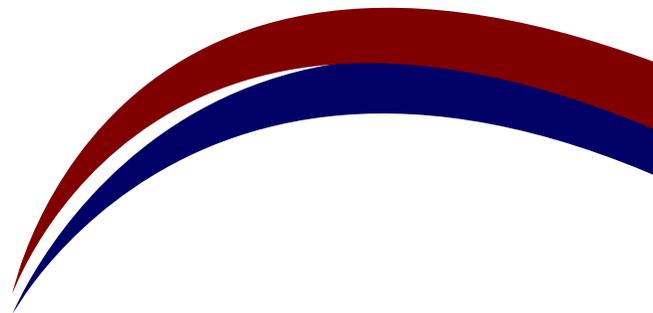
	Original Budget	Budget Adjustments	Revised Budget	Actual	% of Budget
Revenues					
Beer & Wine Taxes	\$ 875,000	\$ 0	\$ 875,000	\$ 869,995	99.43 %
Program Fees	\$ 866,318	\$ 500,000	\$ 1,366,318	\$ 1,327,309	97.14 %
General Fund Transfers	\$ 730,689	\$ 0	\$ 730,689	\$ 730,689	100 %
Miscellaneous Revenues	\$ 0	\$ 0	\$ 0	\$ 2,351	
Use of Reserves	\$ 0	(\$ 340,000)	(\$ 340,000)	\$ 0	
Total Revenues	\$ 2,472,007	\$ 160,000	\$ 2,632,007	\$ 2,930,344	111.33 %
Expenditures					
Administration	\$ 603,710	(\$ 5,200)	\$ 598,510	\$ 661,890	110.59 %
Programs	\$ 1,040,449	\$ 160,000	\$ 1,200,449	\$ 1,153,254	96.07 %
Maintenance	\$ 827,848	\$ 5,200	\$ 833,048	\$ 812,078	97.48 %
Total Expenditures	\$ 2,472,007	\$ 160,000	\$ 2,632,007	\$ 2,627,222	99.82 %
Net Income / Loss	\$ 0	\$ 0	\$ 0	\$ 303,122	

2011 Revenues



In 2011, the average homeowner paid \$4.55 in property taxes for recreation and parks maintenance and operations.¹

¹ Based upon Fair Market Value of \$175,000 x 2011 Millage Rate for County M&O Tax (General Fund) of 5.365 = \$348.73. Then, \$348.73 x 1.30% (CRPA % of General Fund in 2011) = \$4.55



Capital Projects Update

A great deal of progress was made in 2011 to advance the Park Bond Improvements Program. Representatives of Cherokee Recreation & Parks Agency (CRPA) and the Cherokee County Capital Projects Office have worked very closely to identify project scopes of work for the coordination of recreation activities at existing parks, and for the new parks. Design work by the many architects, landscape architects and engineers for the numerous projects has also been closely coordinated with Cherokee County Development Services for early review for compliance with site and building codes to enable prompt and timely issuance of permits for construction.

Work between the cities of Canton, Woodstock, Ball Ground, Waleska and Nelson, and Cherokee County has also been most productive in the selection of new landscape architects to commence master planning & programming, and in advancing the designs for these many park programs. This level of communications and coordination has been most successful and beneficial for the citizens of Cherokee County.

Land acquisition for new active parks and for passive parks for green space and trails is, for all practical purposes, complete. More than 1,000 acres for park land have been purchased. New active park sites include: Patriot's Park located near the intersection of Kellogg Creek and Victory Drives; east park on GA Highway 20 at Water Tank Road; and the new Cherokee County Aquatic Center & Park on Gresham Mill Parkway off Sixes Road near Exit 11 on I-575.

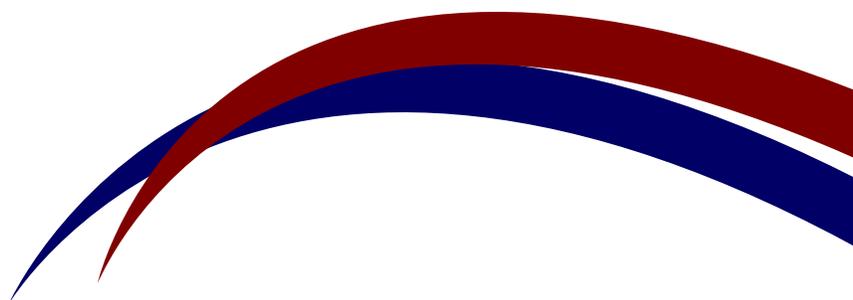
Much of the work over the past several months has been devoted to the commencement and preparation of design documents for the many park projects. Construction for renovations and improvements commenced at Hobgood and Sequoyah Parks, and for irrigation and sod, new concession & toilet facilities at the soccer complex off Blalock Road. Work at Sequoyah (multi-purpose fields converted into two softball fields and improvements to the trail system) is complete, with work at Hobgood (new concession, umpire and toilet facilities, new walking trail, and improved landscaping) to be fully completed this spring.

Design was also completed and construction commenced on the new Cherokee County Aquatic Center on Gresham Mill Parkway off Sixes Road. The new facility will include two indoor pools: a 50 meter by 25 yard by 2 meters deep for competitive swimming, and a 25 yard by 4 lane warm-up and therapy pool, to be open year-round; and a large outdoor leisure pool with a "lazy river" and other "play" features to be open during the summer months. This most impressive 48,000 SF new facility will add much needed additional "water" for the swim teams and for the general public looking for available swim lanes.

Construction work for the Blanket's Creek Bike Trails is expected to begin in the summer 2012 for parking and entrance improvements, and the addition of toilet facilities.

Design work for two major new park projects is also proceeding well. Construction work for the planned new yet-to-be-named east park project (new baseball fields, multi-purpose fields, walking trails, and new concession and toilet facilities) on Highway 20 at Water Tank Road, is expected to begin in late 2013 for completion in late 2014. Construction work at Patriot's Park at Kellogg Creek (3 new baseball fields, with one field being the first Miracle League Field for Cherokee County, and two multi-purpose fields, with concession and toilet facilities) should also commence in late 2013 for completion in late 2014.

In summary, projects funded under the Park Bond Program of November 2008 are proceeding as planned and budgeted.



Participation Report

Program Visits in 2011 by Category

Athletics			1,396,478
Adult Basketball	Cherokee Youth Football	Junior League Softball	
Adult Flag Football	Cherokee Youth Lacrosse	North Cherokee Baseball/Softball	
Adult Softball	Cherokee Youth Softball	NYSCA Coaches Certification	
Cherokee Reds Baseball	C.H.I.L.L.	Wiffle Ball & One Pitch Tournaments	
Cherokee Soccer Association	Dwight Terry Baseball	Youth Swimming	
Cherokee Youth Basketball	Hobgood Youth Association		
Camps			12,242
Adventures Express Day Camp	Elite Basketball Camp	Teen Adventure Camp	
All Sport Camp	Fishing Camp	Waterlogged Camp	
Cherokee Fast Pitch Camp	K.A.O.S. Camp	Woodstock Softball Camp	
CRPA Fast Pitch Camp	Lacrosse Camp		
Instructional Programs			16,997
Aerobics	Cheerleading	Music Together	
ARC Babysitting	Creative Movement	Tae Kwon Do	
Cardio Kickboxing	Fencing	Tai Chi	
Cardio Kool Kids	Gymnastics & Tumbling	Tykes Classes	
Self-Directed Recreation & Facility Rentals			999,588
Bicycling	Fishing	Recreation Center	
Boating	Free Play	Union Hill Community Center	
Disc Golf	Pavilion Rentals	Walking Tracks	
Event Lawn	Playgrounds	Other Facilities	
Senior Adults			1,090
Day Trips	Overnight Trips	Silver Roamers Club	
Special Events			2,893
Canes & Cocoa	GRPA Functions	Santa's Calling & Letters	
Christmas Tree Recycling	Guns & Hoses 5K	B98.5 Outdoor Movie	
CRPA V.I.P Banquet	Helping Hand Projects	Touch-A-Truck	
Special Needs Programs			1,827
Fit for Life	Special Pops Tennis	Training Center Trips	
Special Olympics	S.T.A.R.S. Leisure Spectrum		
Tournaments			15,225
22 nd Annual Cherokee Inv.	GRPA Tournaments	G.T. Buzz Classic	
22 nd Annual Youth Classic			
Other			158,346
Walk-In Visits	Telephone Calls / Emails	Website Hits	
Total Visits in 2011			2,604,686

www.crpa.net



7545 Main Street
Building 200
Woodstock, GA 30188

Subject: FW: Draft Final OZ Map
Attachments: Technology Ridge OZ Wall Map v2.pdf

Chairman Ahrens,

I wanted share with you a revised map of the Technology Ridge Opportunity Zone.

I have simplified the map down to 3 layers. They are as follows:

- Red Line – Boundary of Redevelopment Plan and areas that could be added to the OZ through the amendment process
- Purple – Parcels that were approved by DCA to be included in the OZ
- Blue Stripes – Parcels that we proposed including in the OZ but were not approved by DCA. These could also be added through the amendment process.

I have had a chance to do some more accurate calculations of acreage as well.

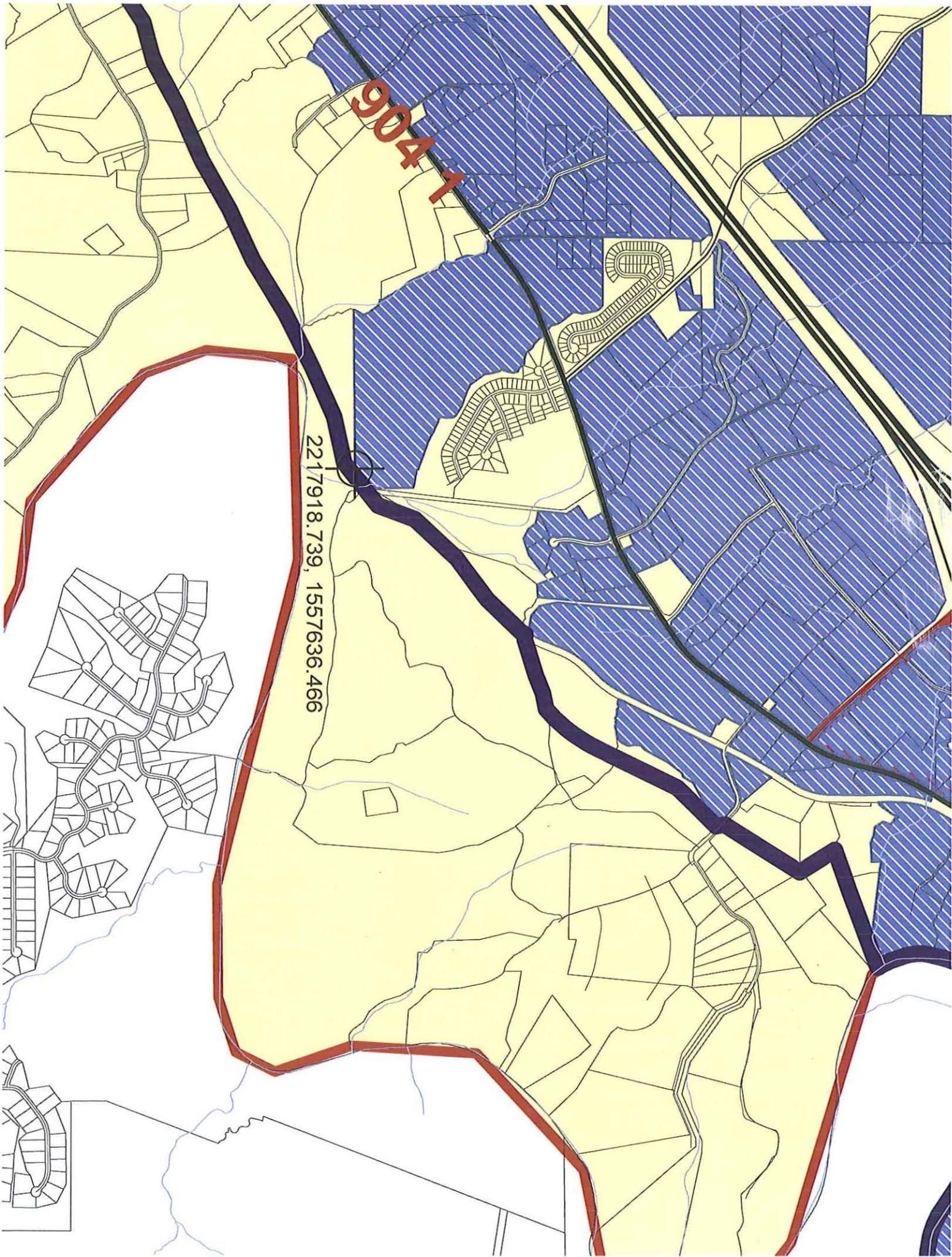
- We requested a total of 4,755 acres be included in the OZ
- DCA approved parcels totaling 3,872 acres
- This leaves a difference of 883 acres
- We received approval for 82% of the property we requested

I apologize if these numbers are different from the ones I gave to Chrystal for her article. I found a large error in my calculations afterwards.

If you would like to discuss this on this Tuesday, please let Christy know where on the agenda to put it.

Sincerely,

Margaret Stallings, AIA, AICP
Principal Planner
Cherokee County Planning and Land Use
1130 Bluffs Parkway
Canton, GA 30114
678.493.6106
678.493.6111 fax
mstallings@cherokeeqa.com



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AGENDA

Cherokee County Board of Commissioners
April 3, 2012 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"

PRESENTATIONS

Sheriff's Office to recognize employees who have won awards during the first quarter of the year.

AMENDMENTS TO AGENDA

Remove Item 3.1 under County Attorney Portion

ANNOUNCEMENTS

ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at Canton City Hall
151 ELIZABETH STREET, CANTON, GEORGIA

PROCLAMATIONS

Proclaiming April as Donate Life Month in Cherokee County, Georgia. A Pamela Locke, a volunteer with LifeLink of Georgia will be in attendance to accept the proclamation.

APPROVAL OF WORK SESSION MINUTES FROM MARCH 20, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM MARCH 20, 2012.

PUBLIC HEARING

None scheduled.

PUBLIC COMMENT

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval for Sheriff's Office to apply for the FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for an allocated amount of \$10,624.00 through the Bureau of Justice Assistance (BJA). No match required.
- 1.2 Consider request for Public Hearing to be held on May 1, 2012 to hear amendments to Development Regulations; specifically to address maintenance and performance guarantees.
- 1.3 Consider awarding contract for Roads and Bridges uniforms to the Cintas Corporation, the most responsive, responsible bidder, in an amount not to exceed \$19,000.00 annually with an average weekly bill anticipated at \$290.00. A second bid was received by G & K Services for \$317.14 per week.

COUNTY MANAGER

COUNTY ATTORNEY

AMENDED: Remove item 3.1 (Moved to April 17, 2012)

- 3.1 Appeal by Mr. Dennis Ray of the denial of a precious metal dealer's permit application for Goldhound, 2382 Marietta Hwy, Canton, Georgia.

ADJOURN



City of Canton

ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at City Hall
151 ELIZABETH STREET, CANTON, GEORGIA

Items Accepted at No Charge

Personal Computers
Floppy/Disk Drives
CD-Roms
Circuit Boards
PC Power Supplies
Keyboards
Mouse/Mice
PC Monitors

Laptops
Printers
Fax Machines
Copiers
Stereos/VCR/CD-Players
Typewriters
Test Equipment
Networking Equipment

Modems
UPS Batteries
Cell Phones
Phones
Scanners
Microwaves
Wire/Cabling

Chargeable Items
Televisions (\$10.00)

Items Not Accepted

Console/Projection Televisions
Washer/Dryers
Vacuum Cleanser
Humidifiers
Refrigerators
Washers

Car Batteries
Toaster Ovens
De-Humidifiers
Gas Powered Tools
Tires
Battery Powered Tools

Dryers
Freezers
Blenders
Household Trash
Mixers
Ovens

Please remain in your car and let our volunteers take all equipment from your vehicle. Also, please remove equipment from boxes, and cables from each device. All cables may be placed in a bag for drop off that day. The City of Canton, Cherokee County, RecycleTronics, and Waste Management Make this event possible. www.recycletronics.com. Thank you for recycling.



Cherokee County Proclamation

Whereas, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

Whereas, more than 113,000 men, women, and children await life-saving or life-enhancing organ transplants, of which over 3,400 reside in Georgia; and

Whereas, the need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 11 minutes; and

Whereas, the critical donor shortage remains a public health crisis as an average of 18 people die daily due to the lack of available organs; and

Whereas, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed help for a healthy life; and

Whereas, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we Cherokee County, Georgia citizens can perform; and

Whereas, 121, 410 citizens of Cherokee County Georgia have already registered their decision to give the Gift of Life at www.donatelifegeorgia.org; and

Whereas, LifeLink® of Georgia is the non-profit, community service organization dedicated to the recovery of high quality organs and tissues for transplantation therapy; and

Whereas, Cherokee County, Georgia supports LifeLink® of Georgia's life-saving mission; and

Now, Therefore, I, L.B. Ahrens, Chairman, in Cherokee County, Georgia, do hereby proclaim April 2012 as DONATE LIFE MONTH.

In Cherokee County, Georgia to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at www.donatelifegeorgia.org, to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation. Proclaimed this 3rd day of April, 2012

L.B. Ahrens, Chairman

By policy, minutes are not official until approved by the Board at a future regular meeting.

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

March 20, 2012

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at **3:06 p.m.** with all members of the Board present by giving an overview of the upcoming Regional Transportation Referendum coming up for vote on July 31, 2012. Chairman Ahrens presented a PowerPoint presentation prepared by the Atlanta Regional Commission (ARC). He also announced two public information meetings regarding the RTR – April 12, 2012 at 7:30 AM here at the Bluffs and then a second at 6:00 PM in the Chambers at Woodstock City Center. Both meetings are being hosted by Cherokee Bank. Members of the ARC will be there to give a presentation. Geoff Morton presented a PowerPoint with the impacts to Cherokee County of the upcoming RTR. He gave an overview of the 15% local distribution of funds and plans and projects that Cherokee County has programmed with the funds should the RTR be approved in July.

The Chairman then called Janelle Funk forward to present the 2011-2012 year-end financials. She said the results were materially accurate, but have not been audited yet, so they should be considered preliminary. She explained the difference between the terms Revenues, Other Financing Sources, and Total funding Sources. Revenues reflect Externally Generated Recurring sources to sustain operations-and that is the greatest focus since it is the best assessment of the county's long term viability. For 2011, Total County Revenues were \$4.7M better than budget; General Fund was \$2.1M better than budget. She said the county had collected 96% of 2011 General Fund property taxes by the end of the fiscal year. Cash had increased as compared to prior year, but she said it was mainly due to timing, not a true permanent increase in cash. She confirmed the General Fund did not hit negative cash in 2011 but could dip as low as \$200K in Q3

By policy, minutes are not official until approved by the Board at a future regular meeting.

2012. The total County spent 97% of the operating expenditure budget in 2011; the General Fund spent 98.3%. The three organizations in the General Fund providing the most significant positive variance to budget were: Sheriff's Office, Tax Commissioner, and Clerk of Court. She covered insurance and benefits costs. Results were better than budget due to fewer enrollees and lower claims, resulting in \$0.8 available fund balance. This represents 12% of claims costs, 16-20% is recommended. The Transportation Fund was reviewed by program. The county provides \$79K to support the Canton route, \$98K to support the rural route, and \$22K for the Van Pool. She explained FTA requires the county to provide some access to transportation in the rural route, so it could not simply be eliminated. Commissioner Bosch expressed concern over the cost per rider for the Canton route which is \$2.90. Commissioner Bosch suggested the County ask local businesses to help support this route since most riders were using it for shopping and doctors' appointments. Jerry Cooper commented that there were several factors to consider, but agreed there might be options to reduce the cost of the Canton route.

1. Discussion of Regular Agenda Items.

Mr. Cooper went over the **Consent Agenda**:

- Consider approval to surplus exercise equipment left at the City Club Building by previous owner and to obtain sealed bids/quotes for sale of equipment. (If no bids received, requesting permission to dispose of accordingly.)

Commissioner Johnston asked where the equipment was located and if there would be an opportunity for people to go by and see it. Mr. Cooper said they had the equipment stored in containers at the City Club.

- Consider approval of budget amendments to EMS Fund and General Fund from insurance recovery in the amounts of \$36,340.43 to EMS Fund and \$17,950.69 to the General Fund (Sheriff's Office).
- Consider approval to surplus radio equipment for Fire-ES for appropriate disposition, e.g., electronics recycling day.
- Consider approval to surplus property (bookcase) for Cherokee Recreation and Parks Agency. Item is no longer needed and has no monetary value; a local lodge has offered to pick it up.

Mr. Cooper then went over the items under the **County Manager's** portion:

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- Consider adoption of County Grant Fiscal Management Policy, including a revision to the revenue recognition policy for grant revenue, effective for Fiscal Year 2011 and later.
- Consider approval of 2011 Year end budget adjustment for a total amount of \$1,403,521.00 to correct budget overages caused by extraordinary events, \$236,005.00 related to severance/insurance payments for ISRP; \$358,084.00 for purchases made from Confiscated Assets and Forfeiture accounts; \$171,702.00 related to Clerk of Court technology purchases; \$294,867.00 to Transportation Fund required by GASB to offset future anticipated negative balance.
- Consider approval to purchase Holmatro Hydraulic Rescue Tools to upgrade rescue tools and enhance the level of service at Fire Station 6, Clayton Community, in the amount of \$25,160.40. Impact to County is \$5,160.40 with Clayton Volunteer Fire Department contributing \$20,000.00.
- Consider approval of 2011 Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD as required as a recipient of CDBG (Community Development Block Grant) in the amount of \$788,374.00.
- Consider approval of Amendment One, which is the first one-year renewal of the July 5, 2011 agreement, to the Professional Services Agreement with Carrier Commercial Services for the Justice Center Chiller Plant in the amount of \$33,576.00, extending the agreement to February 2013. (Original agreement allows for two (2) one-year renewals.)
- Consider approval of Amendment One, a one-year renewal, to Professional Services Agreement with Tri Scapes, Inc. in the amount of \$94,249.00. Agreement also formally adds four (4) sites. Impact to County is \$77,045.00 with BridgeMill POA contributing \$17,204.00 for the Sixes/Bells Ferry Road Corridor maintenance and herbiciding.
- Consider approval of budget amendment from Reserves to 2012 Parks Budget in the amount of \$31,735.00 due to Youth Basketball spanning two fiscal years, 2011-2012. Cost saving measures by Parks to achieve a balanced budget with the lower reserves includes a proposal to delay filling vacancies, reduced costs for Volunteer Banquet and facility use services handled in-house.
- Consider proposed Development Code section on Home-Based Businesses, designed to address on-going issues such as use of accessory structures, outside storage and employees/vehicles.

Mr. Cooper stated that Planning and Zoning needed more time with this and asked that it be postponed until the next meeting.

By policy, minutes are not official until approved by the Board at a future regular meeting.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:46 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Bosch seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

March 20, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Dr. Fritz Lovelace gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:07 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Tom Mondelli; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

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

Jerry Cooper led the pledge.

PRESENTATIONS

PROCLAMATION

Proclaiming March 22 as Agriculture Day.

Chairman Ahrens read the proclamation. Mr. Grizzle with Cherokee County Farm Bureau was in attendance and thanked the Commissioners for their support. Chairman Ahrens said that he would be attending the Agriculture Expo reception on March 22 and would read the proclamation there also.

AMENDMENTS TO AGENDA

Under County Manager: Remove Northside Hospital Agreement
Remove Development Code Changes

Move Public Comment Section after County Attorney Section.

ANNOUNCEMENTS

ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at Canton City Hall
151 ELIZABETH STREET, CANTON, GEORGIA

APPROVAL OF WORK SESSION MINUTES FROM MARCH 6, 2012.

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

APPROVAL OF REGULAR MEETING MINUTES FROM MARCH 6, 2012.

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

PUBLIC HEARING

The Cherokee County Board of Commissioners will conduct a public hearing on Tuesday, March 20, 2012 at 6:00 p.m. in Cherokee Hall of the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia. The Commissioners will consider revisions to the Zoning Ordinance related to Residential Care Facilities. Specifically, the proposed changes include changes to Article 4, and Article 7. The proposed changes are on file and available for review at the Department of Planning and Land Use at 1130 Bluffs Parkway, Canton, Georgia and online at www.cherokeega.com. Anyone with any interest in this matter should be present at the public hearing to voice his or her interest/objection to this proposal.

Margaret Stallings gave a presentation explaining the proposed revisions to the ordinance.

Commissioner Hubbard made the motion to open the public hearing at 6:14 p.m. Margaret asked if anyone had any further questions. No one had questions and no one had signed up to speak.

Commissioner Nelms made a motion to close the public hearing at 6:22 p.m. There was unanimous approval.

Commissioner Johnston asked Margaret if she wanted action on the ordinance at tonight's meeting. She replied that action or feedback would be great.

Vice Chair/Commissioner Bosch made a motion to approve the revisions to the Zoning Ordinance; Commissioner Nelms seconded and there was unanimous approval.

PUBLIC COMMENT

Amended: This item was moved to the end of agenda, behind the County Attorney section.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Discussion of candidates for the two vacancies on the Region 1 BDHDD Board.

The Chairman mentioned that the Region 1 BDHDD Board was having a hard time finding volunteers for the remaining two vacancies and that the application was on the County website for anyone interested in being considered for the Board.

B. Opening of Gibbs Gardens.

The Chairman spoke about Gibbs Gardens located on Yellow Creek Road in Ball Ground that opened in March. He stated that among other highlights, the 300 acre garden has 22 ponds fed by springs on the property, Water Lily gardens featuring over 140 varieties, a replica of Monet's garden bridge and a 40 acre Japanese Rock Garden thought to be the largest in the U.S.

C. Update on SB514 – Local HOST Legislation.

He announced that the HOST bill passed the local legislation. It was to add HOST to the November referendum, local legislation. This is where one penny goes back to win back the County M&A taxes on homesteaded properties. He said there may be excess, unabsorbed, and that would go to non-homesteaded properties, commercial and residential. There will be plenty of time between the July 31st primary and the November referendum to provide the necessary information that you all will need to make your own decision on termination and whether or not you feel that is appropriate for the county.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

CONSENT AGENDA

- 1.1 Consider approval to surplus exercise equipment left at the City Club Building by previous owner and to obtain sealed bids/quotes for sale of equipment. (If not bids received, requesting permission to dispose of accordingly.)
- 1.2 Consider approval of budget amendments to EMS Fund and General Fund from insurance recovery in the amounts of \$36,340.43 to EMS Fund and \$17,950.69 to the General Fund (\$10,495.50 to Uniform Patrol Division; \$5,910.00 to Uniform Patrol Division; \$1,545.19 to Uniform Patrol Division).
- 1.3 Consider approval of budget amendment from Reserves to 2012 Parks Budget in the amount of \$31,735.00 due to Youth Basketball spanning two fiscal years, 2011-2012. Cost saving measures by Parks to achieve a balanced budget with the lower reserves includes a proposal to delay filling vacancies, reduced costs for Volunteer Banquet and facility use services handled in-house.
- 1.4 Consider approval to surplus radio equipment for Fire-ES for appropriate disposition, e.g., electronics recycling.

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

COUNTY MANAGER

- 2.1 Consider adoption of County Grant Fiscal Management Policy.

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

- 2.2 Consider approval of 2011 Year end budget adjustment for a total amount of \$1,403,521.00 to correct budget overages caused by extraordinary events. \$236,005 related to severance/insurance payments for ISRP; \$358,084 for purchases made from Confiscated Assets and Forfeiture accounts; \$171,702 related to Clerk of Court technology purchases; \$294,867 to Transportation Fund required by GASB to offset future anticipated negative balance.

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

- 2.3 Consider approval to purchase Holmatro Hydraulic Rescue Tools to upgrade rescue tools and enhance the level of service at Fire Station 6, Clayton Community, in the amount of \$25,160.40. Impact to County is \$5,160.40 with Clayton Volunteer Fire Department contributing \$20,000.00.

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

- 2.4 Consider approval of 2011 Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD as required as a recipient of CDBG (Community Development Block Grant) in the amount of \$788,374.00.

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

- 2.5 Consider approval of Amendment One, which is the first one-year renewal of the July 5, 2011 agreement, to the Professional Services Agreement with Carrier Commercial Services for the Justice Center Chiller Plant in the amount of \$33,576.00, extending the agreement to February 2013. (Original agreement allows for two (2) one-year renewals.)

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

- 2.6 Consider approval of Amendment One, a one-year renewal, to Professional Services Agreement with Tri Scapes, Inc. in the amount of \$94,249.00. Agreement also formally adds four (4) sites. Impact to County is \$77,045.00 with BridgeMill POA contributing \$17,204.00 for the Sixes/Bells Ferry Road Corridor maintenance and herbiciding.

Vice Chair/Commissioner Bosch made a motion to approve; Commission Hubbard seconded and there was unanimous approval.

- 2.7 Consider approval of budget amendment from Reserves to 2012 Parks Budget in the amount of \$31,735.00 due to Youth Basketball spanning two fiscal years, 2011-2012. Cost saving measures by Parks to achieve a balanced budget with the lower reserves includes a proposal to delay filling vacancies, reduced costs for Volunteer Banquet and facility use services handled in-house.

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

- 2.8 Consider proposed Development Code section on Home-Based Businesses, designed to address on-going issues such as use of accessory structures, outside storage and employees/vehicles.

Mr. Cooper requested to postpone the item until the next meeting.

Commission Bosch made a motion to accept the postponement; Commissioner Nelms seconded and there was unanimous approval.

COUNTY ATTORNEY

PUBLIC COMMENT

Amended: This item was moved to the end of agenda, behind the County Attorney section.

1. Carolyn Cosby spoke about her concerns with the "Bobo Boondoggle." She said she felt the Commissioners attempted to blame the public. She stated that both of the Development Authorities did not support their agreement with Mr. Bobo. Mrs. Cosby expressed her concerns about the aquatic center and how it would most likely cost the taxpayers substantially more for maintenance on the equipment. She believes the citizens need full disclosure of financial records at no cost. She also said that right now it is a conservative estimation that property taxes will rise annually due to the loan for the Ball Ground Recycling Center.
2. Bill Mcniff commented on the financials for 2011. His main concern was the amount of time it would take for the financials for 2011 to be finalized and the auditors to review it.
3. Tracy Torguson commented on the Ball Ground Recycling Center. She stated that the tax payers were left to pay the debt the center is now in.
4. Debbie Staver complimented the Citizens Committee and said she felt as if though they had not been treated fairly. She mentioned Chairman Ahrens pushing TSPLOT and how that was huge spending for the county alongside HOST.

Chairman Ahrens commented that the state legislatures wrote that law and because we are a part of the metro region, we don't have any other choice. There was no option to opt in or opt out. He clarified that the laws written by the

legislature said these had to be regional projects and over a 10 year period the citizens would pay \$280 million and would get back \$270 million. He then invited everyone to the ARC presentation to learn more information.

5. Vince Holland expressed his confusion on how we became a "public fund" for a private individual and/or company.
6. John Hiland spoke about the county spending \$1.2 million for budget overages for extraordinary events. He also had concerns with the county declining an investigation of the Bobo Recycling issue.
7. Rita Evans thanked the Commissioners for their efforts. She said she came to ask for help on a zoning issue in a subdivision, Villages of Clairemore. She wants Woodstock Planning & Zoning as well as the Commissioners to vote against crematory. She said a Woodstock inspector approved a funeral home with the crematory room unequipped. She also said there is a state law that requires 1,000 feet between a crematory and a residential zone.
8. Steve Marcinko also expressed his concerns about Ball Ground Recycling. He said he felt as if there were a lot of unanswered questions. He asked that everything be laid out on the table concerning a business relationship with Mr. Bobo.
9. Richard Brazetti said running a government is like running a business and he feels that the government needs to learn how to run a business.
10. A gentleman who did not state his named said that he was not looking to place blame, just wanted a solution.
11. C.R. White said he would like to suggest a rule for the Commissioners to follow and that would be to refer to the Bible for advice on how to manage the County.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:38 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.

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**Cherokee County, Georgia
Agenda Request**

SUBJECT: Edward Byrne Grant (JAG)

MEETING DATE: April 3, 2012

SUBMITTED BY: Vicki Benefield

COMMISSION ACTION REQUESTED:

Consider approval for Sheriff's Office to apply for the FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for an allocated amount of \$10,624.00 through the Bureau of Justice Assistance (BJA).

FACTS AND ISSUES

No match required.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

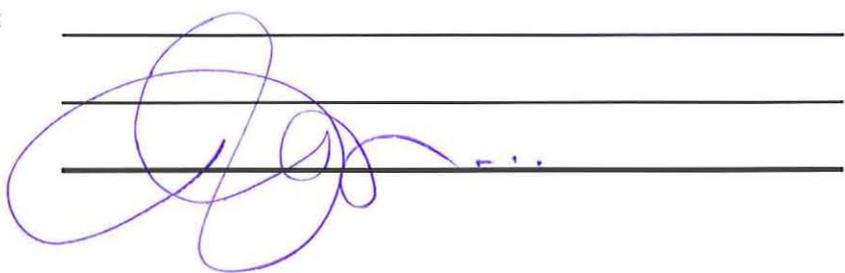
Approve

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2012 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/12jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. (See "How To Apply," page 14.) All registrations and applications are due by 8:00 p.m. eastern time on May 14, 2012. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date.

Funding opportunity number assigned to announcement: BJA-2012-3256

Release date: March 28, 2012

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS is 8:00 p.m. eastern time on May 14, 2012, and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on May 14, 2012. See the "How To Apply" section on page 14 for more details.

Eligibility

Refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

Formula

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state's three-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

BJA-2012-3256

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. See BJA's [JAG web page](#) and the updated JAG FAQs for examples of supplanting.

Trust Fund

Award recipients may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

Match Requirement

While match is not required with the JAG Program, match is as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives. If an applicant proposes a voluntary match amount, the match amount incorporated into the OJP-approved budget becomes mandatory and subject to audit.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies* that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- **Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

*For information related to requesting a waiver to use funds for any prohibited item, refer to the updated JAG FAQs on BJA's [JAG web page](#).

**Police cruisers may include a police pursuit vehicle (PPV) or system support vehicle (SSV). Examples include sedans and sport utility vehicles (SUVs).

Budget Information

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, federal funds may not be used to pay total cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2012 salary table for SES employees is available at www.opm.gov/oca/12tables/indexSES.asp. Note: A recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The limitation on compensation rates allowable under an award may be waived on an individual basis at the discretion of the Assistant Attorney General (AAG) for OJP. An applicant requesting a waiver should include a detailed justification in the budget narrative of its application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit its budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service being provided, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Minimization of Conference Costs

No OJP funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (i.e., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained. Such an exception would require prior approval from the BJA Director. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

Updated Department of Justice and OJP guidance on conference planning, minimization of costs, and conference cost reporting will be forthcoming and will be accessible on the OJP web site at www.ojp.usdoj.gov/funding/funding.htm.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits by individuals with limited English proficiency may be allowable costs. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm).

Updated Requirements

Bulletproof Vest Certification

Bulletproof vests can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.

- BVP is a program designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).

- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.
- As is the case in BVP, grantees that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2012 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. A *mandatory wear concept and issues paper* and a *model policy* are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1-877-758-3787.
- A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/12JAGBVPcert.pdf.

Interoperable Communications Guidance

- Grantees (including subgrantees) that are using FY 2012 JAG Program funds to support emergency communications activities must comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov.
- Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure

coordination. Grantees (and sub-grantees) must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at ncjrs.gov/pdffiles1/nij/sl000989.pdf

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual programmatic reports through [GMS](#), quarterly performance metrics reports (see Performance Measures section below) through BJA's Performance Measurement Tool ([PMT](#)), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary (see FFATA section below).

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this solicitation must provide data that measures the results of their work. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org. The performance measure can be found at: www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf.

All JAG recipients should be aware that BJA is currently making changes to the JAG performance reporting processes, including measures. While state administering agencies are playing a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section "What an Application Should Include" on page 16 for additional information.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do

not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that web page.

Notice of Post-Award FFATA Reporting Requirement

Applicants should anticipate that OJP will require all recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsr.gov.

Note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together—including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders (including victims and victim advocates)—to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

Funding Evidence-Based Programs

BJA strongly encourages state and local planners to fund programs that are evidence-based and have been proven effective. In the current difficult budgetary climate, it is more critical than ever that JAG dollars are spent on programs with proven effectiveness.

Questions often arise about what is meant by evidence-based programs. OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

In 2011, OJP made an excellent online tool available to criminal justice practitioners and policy makers to identify evidence based programs that are effective or promising. CrimeSolutions.gov is the OJP online resource about what works in criminal justice, juvenile justice, and crime victim services. Using certified expert reviewers, CrimeSolutions.gov provides detailed information and evidence ratings of programs that may fall within the JAG purpose areas. Launched in June 2011, CrimeSolutions.gov features multiple, user-friendly search options; easy to read program profiles and evaluation summaries from over three decades of research; and recognizable evidence ratings by certified reviewers with research and subject area expertise . CrimeSolutions.gov is intended to increase the use of evidence-based programs in criminal justice, juvenile justice and victim services settings; inform practitioners and policy makers about what works using the best available evidence; and help state and local jurisdictions address crime effectively and efficiently. BJA urges SAAs and local jurisdictions to use information available in CrimeSolutions.gov in making funding decisions.

Criminal Justice Planning

Jurisdictions are strongly encouraged to use JAG funding to support their existing strategic plan. If such a plan does not now exist, jurisdictions are encouraged to develop and undertake a strategic planning process, using a community engagement model, in order to guide spending under this and future fiscal year allocations. Training and technical assistance (TTA) is available from BJA's TTA providers to assist localities with the development of their strategic planning process and their plan to fund evidence-based projects. To ensure that the impact of Byrne JAG funding decisions is considered across the entire criminal justice system, we are redoubling our efforts to encourage state and local jurisdictions to bring all system stakeholders together in the strategic planning process. Our recommended guidelines are that at a minimum, the strategic planning process includes law enforcement, courts, prosecutors, indigent defense providers, victim advocates, and corrections and community corrections officials. BJA will continue to provide valuable technical assistance in 2012 through the National Criminal Justice Association (NCJA) for comprehensive criminal justice planning that includes bringing all criminal justice stakeholders to the table to develop innovative strategies to improve the fair administration of justice. For more information, see the [National Center for Justice Planning web site](#).

Recidivism Reduction and Community Corrections

In this time of fiscal austerity and smaller state and local budgets, reducing the overall costs of incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pre-trial services programs and innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. This includes development and implementation of strategies for the identification, supervision, and treatment of medium- to high-risk offenders that demonstrate the integration, use, and efficacy of evidenced-based practices and principles in the improvement of the delivery of probation and/or parole supervision strategies and practices.

Indigent Defense

Another key priority area is ensuring that justice is truly done in the criminal justice system is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See [ABA Ten Principles](#).)

Evidence-Based “Smart Policing” Programs

As a result of the current fiscal crisis, many police departments are experiencing unprecedented budget cuts, layoffs and reductions in force. These challenges must be met by making wider use of advancements in the law enforcement field in the last several decades which rely on use of data, crime analysis, crime mapping and other analytic tools, cutting edge technology, and research and evaluations regarding effective policing strategies and programs. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Policy](#) at George Mason University and provides valuable information on policing strategies and programs that work. BJA encourages states to use JAG funds to support these “smart policing” strategies, including a focus on real time crime analysis centers (CACs), and effective partnerships with universities and research partners and with non-traditional criminal justice partners. Counterterrorism continues to be the number one priority for the Department of Justice. At the state and local level, high functioning, evidence-based, data driven public safety agencies are a critical component of our nation’s “all crimes” strategy. In addition, the JAG Program has long supported effective and collaborative multi-jurisdictional task forces and justice information sharing programs, which continue as a priority in order to maintain our nation’s historic reductions in violent crime.

Officer Safety and Wellness

Law enforcement safety and wellness issues are an important priority for the Department of Justice, have become highly visible as recent trends have shown an increase in law enforcement deaths. According to the National Law Enforcement Officers Memorial Fund, 2011 showed a 16 percent increase in law enforcement fatalities with a 20 percent increase in

firearms-related fatalities. The Department of Justice is taking a holistic approach to addressing officer safety and wellness by providing training and technical assistance to state and local law enforcement, as well as studying law enforcement injuries. BJA encourages states and local jurisdictions to use JAG funds to support this priority area by providing training—such as paying for tuition and travel expenses related to attending trainings like the VALOR training—as well as providing start-up funding for health and wellness programs to law enforcement agencies.

How To Apply

Applications are submitted through OJP's Grants Management System ([GMS](#)). [GMS](#) is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If the applicant experiences technical difficulties at any point during this process, e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866-705-5711 or by applying online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the CCR database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.
3. **Acquire a GMS username and password.** A new user must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the CCR registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.
6. **Register by selecting the "Apply Online" button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.
7. **Complete the Disclosure of Lobbying Activities.** All applicants must complete this information and submit the form in GMS. An applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities*, (SF-LLL). An applicant that does not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields. Access the form at www.ojp.gov/funding/forms/disclosure.pdf.
8. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

Note: OJP's Grants Management System (GMS) does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Note: Duplicate Applications

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant's control that prevent submission of its application by the deadline, the applicant must contact the BJA Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. **Note: Requests are not automatically approved by BJA.** After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment, including firewalls.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Should Include

Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

2. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Budget and Budget Narrative

Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other

category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. Abstract

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to five project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/programs/jag/jag12/12JAGIdentifiers.pdf. The abstract **should not** exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Tribal Authorizing Resolution (if applicable)

If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution (or comparable legal documentation, as may be applicable) from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions (or comparable legal documentation).

If an applicant is unable to obtain and submit with its application a fully-executed (*i.e.*, signed) copy of a tribal resolution or other, comparable legal documentation as may be consistent with the tribe's governance structure, then, at minimum, the applicant should submit an unsigned, draft version of such legal documentation as part of its application

(except in cases where, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, use of and access to funds will be contingent on receipt of the fully-executed tribal resolution or other, comparable legal documentation.

7. Additional Attachments (if applicable)

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Other Standard Forms

Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Note in particular the following forms:

- a. [Standard Assurances](#)
Applicants must read, certify, and submit this form in GMS prior to the receipt of any award funds.
- b. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
Applicants must read, certify and submit in GMS prior to the receipt of any award funds.
- c. [Accounting System and Financial Capability Questionnaire](#) (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and submitted)

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. Applications for formula awards will be reviewed to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of \$5,000,000 – federal taxes certification requirement
- Active CCR Registration

Provide Feedback to OJP on This Solicitation

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, application submission process, and/or the application review/peer review process. Feedback can be provided to OJPSolicitationFeedback@usdoj.gov.

Application Checklist
FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
Local Solicitation

The application checklist has been created to assist in developing an application.

Eligibility Requirement:

- The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- The federal amount requested is within the allowable limit of the FY 2012 JAG Allocations List as listed on BJA's JAG web page

What an Applications Should Include:

- Standard 424 Form (see page 16)
- Program Narrative (see page 16)
- Budget and Budget Narrative (see page 16)
- Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 17)
- Abstract (see page 17)
- Tribal Authorizing Resolution (if applicable) (see page 17)
- Disclosure of Lobbying Activities (SF-LLL) (see page 15)
- Additional Attachments (if applicable) (see page 18);
- Other Standard Forms as applicable (see page 18), including:
 - Accounting System and Financial Capability Questionnaire (if applicable)
- DUNS Number (see page 14)
- CCR Registration (see page 14)

Cherokee County, Georgia Agenda Request

Agenda No.

1.2

SUBJECT: Amendments to Development Regulations
Maintenance & Performance Guarantees

MEETING DATE: April 3, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Request for public hearing on May 1, 2012 to hear amendments to Development Regulations; specifically to address maintenance and performance guarantees.

FACTS AND ISSUES:

The following revisions to the Approval and Recording of the Final Plat section of the Development Regulations are proposed to specifically address Maintenance and Performance guarantees.

The revisions involve the types of guarantees acceptable by Cherokee County to include Letters of credit. Letters of credit shall only be accepted from banks or financial institutions that are not under a consent order by the FDIC and have a Texas Ratio of less than 100.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

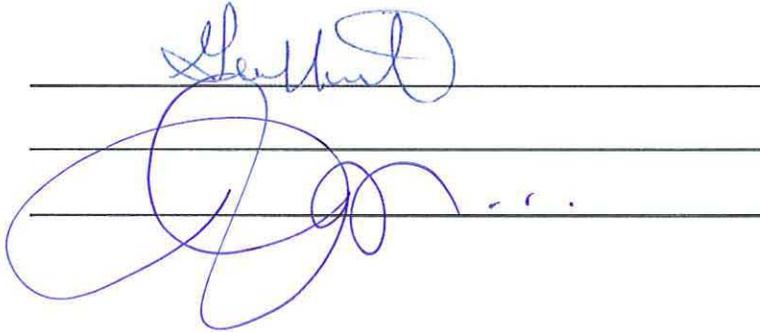
Approval for public hearing on May 1, 2012 to hear amendments to Development Regulations; specifically to address maintenance and performance guarantees.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Handwritten signatures in blue ink are present over the signature lines. The top signature is a cursive name, likely 'Geoffrey E. Morton'. The middle signature is a large, stylized cursive signature. The bottom signature is a large, stylized cursive signature.

been posted, the final plat shall be approved and released to the developer for approval.

3. If the County Development Inspector finds, upon inspection, that the improvements do not meet the requirements of Cherokee County, he/she shall provide the developer with written notice detailing the reasons for his/her rejection of the improvements.
4. The County Development Inspector shall re-inspect the project for compliance and release. If an additional re-inspection is necessary, then a charge of \$100.00 shall be levied. The fee for any re-inspections after that will be doubled each time a re-inspection takes place as a part of the final plat acceptance and recording procedure. All re-inspection fees shall be paid in full prior to the approval of a final plat (residential) or certificate of occupancy (non-residential).

C. STEP 2. Performance Guarantee

At the discretion of the County Development Inspection Division Manager, a developer who wishes to submit a final plat and has not completed the required final coat of paving and/or required tree planting may submit a performance guarantee in the form of a bond, cash, ~~or~~ assignment of certificate of deposit ~~or letter of credit~~. The amount of such guarantee shall be set by the County Development Control Inspection Manager. The amount of the performance guarantee will be based upon 110% of the construction cost necessary to cover the installation of the final course of paving and/or required tree planting. The Developer shall be required to keep the performance guarantee active until all work covered by the guarantee is completed. If all work is not completed within one year of the posting of the performance guarantee, the amount of the performance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required improvement. If the amount of the guarantee is found not to be sufficient to cover the construction cost of the required improvement, the Developer shall post a revised guarantee in the revised amount. Bonds shall be issued by sureties licensed by and active with the Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies. Assignments of certificates of deposit shall be issued by banks or savings and loan associations, as defined in O.C.G.A. § 7-1-4, licensed to do business in Georgia and shall be fully insured by the Federal Deposit Insurance Corporation. Letters of credit shall only be accepted from banks or financial institutions that are not under a consent order by the

FDIC and have a Texas Ratio of less than 100. All bonds, ~~and~~ assignments of certificates of deposit, and letters of credit shall be on the form supplied by the County and must be approved as to execution and as to the validity of any attached power of attorney by the County Attorney.

D. STEP 3. Maintenance Guarantee

The developer shall submit a maintenance guarantee, in the form of a bond, cash, ~~or~~ assignment of certificate of deposit or letter of credit, to cover the cost of maintaining or repairing the constructed improvements for a fifteen (15) month period; beginning from the date that all improvements have been installed and approved by the County Development Inspector. The Developer shall be required to keep the fifteen (15) month maintenance guarantee active until the improvements have been accepted as outlined in Section 3.05-B or the County will have no recourse but to call the bond, cash or assignment of certificate of deposit and make any improvements or repairs necessary for County acceptance. If all maintenance repairs are not completed within the fifteen (15) month maintenance period, the amount of the maintenance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required repairs. If the amount of the guarantee is found not to be sufficient to cover the construction cost of the required repairs, the Developer shall post a revised guarantee in the revised amount. Bonds shall be issued by sureties licensed by and active with the Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies. Assignments of certificates of deposit shall be issued by banks or savings and loan associations, as defined in O.C.G.A. § 7-1-4, licensed to do business in Georgia and shall be fully insured by the Federal Deposit Insurance Corporation. Letters of credit shall only be accepted from banks or financial institutions that are not under a consent order by the FDIC and have a Texas Ratio of less than 100. All bonds, ~~and~~ assignments of certificates of deposit, and letters of credit shall be on the form supplied by the County and must be approved as to execution and as to the validity of any attached power of attorney by the County Attorney.

E. STEP 4. Approval of Improvements for County Acceptance

The fifteen-month maintenance period will allow the Development Control Inspectors to observe the improvements for a full twelve (12) month period before the bond expires. The Developer shall be required to contact the County Development Inspector in writing by fax or e-mail at the end of the 12-month period

to initiate the County's punch list.

The Development Inspector shall prepare a punch list to the Developer affording him/her a 60-day period in which to make all necessary repairs. The Developer shall be required to contact the County Development Inspector at the end of the 60-day period in writing by fax or e-mail after all punch list items have been completed. The County Development Inspector shall have 30 days to make his/her final review for approval and shall notify the developer in writing of the results of this inspection. An extension of the maintenance guarantee can be granted at the discretion of the County Engineer. The amount of the maintenance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required repairs, prior to granting any extensions. If any needed repairs are not completed by the Developer within the specified period of time, the maintenance guarantee shall be called in to pay for such repairs. Should the amount of the maintenance guarantee be inadequate to pay for the full cost of the repairs, Cherokee County shall have the authority to collect the remaining amount from the developer.

At the time that the work is inspected and found free from defects the County Development Inspector shall provide the Developer with written approval and the County Engineer or his designated representative shall submit the improvements for County acceptance.

3.06. Official Acceptance of Improvements

After the final plat has been approved and recorded, any performance and maintenance guarantees have been released, and fifteen (15) month maintenance approval has been granted, the Cherokee County Government shall officially accept the subdivision improvements. Such acceptance shall be made as an item of business conducted at the next regular meeting of the Cherokee County Board of Commissioners.

NOTICE OF PUBLIC HEARING
Cherokee County Development Regulations

The Cherokee County Board of Commissioners will hold a Public Hearing to solicit public input on the Cherokee County Development Regulations, Section 3.05 - Approval and Recording of the Final Plat; specifically to address maintenance and performance guarantees, on Tuesday, May 1, 2012 at 6 pm in Cherokee Hall of the Cherokee County Administrative Complex and Conference Center, 1130 Bluffs Parkway, Canton, Georgia. Documents are available for review at the Engineering Department at the Cherokee County Administrative Complex during normal business hours.

Run date: April 13, 20 & 27, 2012.

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Uniform Contract Award

MEETING DATE: April 17, 2012

SUBMITTED BY: Cliff Harden, Roads & Bridges Department, Public Works Agency

COMMISSION ACTION REQUESTED:

Award Contract 2012-11 Uniforms for Roads and Bridges to most responsive, responsible proposer Cintas Corporation.

FACTS AND ISSUES:

Request for Proposal (RFP) No. 2012-11 for the 2012 Uniforms for Roads and Bridges was advertised in the Cherokee Tribune on February 17, 2012 and February 24, 2012. Proposals were received on March 6, 2012 from two (2) suppliers: Cintas Corporation and G&K Services. The Procurement and Risk Management Department did a "sample" weekly invoice based on the supplier quoted prices and according to the needs of the Roads and Bridges Department as follows:

<u>Supplier</u>	<u>Weekly Invoice Cost</u>
Cintas Corporation	\$287.71
G&K Services	\$317.14

The Roads and Bridges Department believes entering into a Professional Services Agreement (PSA) with Cintas Corporation for its uniform needs is in the best interest of the Department and the County. The PSA is for the period May 2012 to April 2013 with two (2) one-year renewal options. The PSA is the standard 2012 version of the Administration and County Attorney approved Agreement.

The PSA is a not to exceed \$19,000 per year (12 months) and the average weekly bill is anticipated to be \$290 (rounded). Based on the average weekly bill the total contract value of the PSA for FY 2012 should be approximately \$5,800 for 20 weeks (5 months – May to September 2012). The FY2012 Adopted Budget for the line item Public Works Admin – Other is \$14,250 of which a total of \$3,898 has been expended through March 2012 leaving an available balance of \$10,252.

BUDGET:

Budgeted Amount:	\$14,250	Account Name:	Public Works Admin - Other
Amount Encumbered:	\$0	Account #:	24100000-531700
Amount Spent to Date:	\$3,898		
Amount Requested:	\$6,000		
Remaining Budget	\$4,352		

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Award Professional Services Agreement 2012-11 to Cintas Corporation.

REVIEWED BY:

DEPARTMENT HEAD:

Cliff Harden

AGENCY DIRECTOR:

[Signature]

COUNTY MANAGER

[Signature]

RFP 2012-11 UNIFORMS

SAMPLE WEEKLY BILL

CLOTHING "ITEM CHARGE" COST IS PER PERSON PER WEEK FOR 5 CHANGES SHIRT/PANTS

ITEM	SIZE	QTY	CINTAS		G&K	
			ITEM CHARGE	TOTAL	ITEM CHARGE	TOTAL
REGULAR SHIRT/PANT	SM-XL 28-40	0	4.10	-	3.98	-
REGULAR POLO SHIRT/PANT	SM-XL 28-40	0	4.10	-	4.18	-
REGULAR SHIRT/JEAN PANT	SM-XL 28-40	45	4.62	207.90	4.73	212.85
REGULAR POLO SHIRT/JEAN PANT	SM-XL 28-40	6	4.10	24.60	4.95	29.70
PREMIUM SHIRT/PANT	2XL - 5XL 42-60	0	4.10	-	4.04	-
PREMIUM POLO SHIRT/PANT	2XL - 5XL 42-60	0	4.62	-	4.24	-
PREMIUM SHIRT/JEAN PANT	2XL - 5XL 42-60	8	4.62	36.96	5.83	46.64
PREMIUM POLO SHIRT/JEAN PANT	2XL - 5XL 42-60	0	4.10	-	5.01	-
MATS	3x5	3	2.00	6.00	1.95	5.85
MATS	3x10	2	3.65	7.30	3.50	7.00
	SUBTOTAL	59		282.76		302.04
	ENVIRONMENTAL CHARGE			<u>4.95</u>		<u>15.10</u>
	TOTAL WEEKLY			<u>287.71</u>		<u>317.14</u>

Notes:

This is "regular" jeans pricing; not the "Carhartt" jean pricing.

RFP 2012-11 UNIFORM
PRICE COMPARISON

ITEM	CINTAS	G&K
REGULAR SHIRT (SM-XL); PER ITEM	NQ	0.18
PREMIUM SIZE SHIRT (2XL-6XL); PER ITEM	NQ	0.22
REGULAR PANT (28-40); PER ITEM	NQ	NQ
PREMIUM SIZE PANT (42-60); PER ITEM	NQ	NQ
REGULAR POLO SHIRT (SM-XL); PER ITEM	NQ	0.22
PREMIUM SIZE POLO SHIRT (2XL-5XL); PER ITEM	NQ	0.27
REGULAR JEAN (28-40); PER ITEM	NQ	0.25
PREMIUM SIZE JEAN (42-60); PER ITEM	NQ	0.31
SHIRT/KHAKI PANT; PER WEEK COST	4.10	3.98
SHIRT/JEANS; PER WEEK COST	4.62	4.73
SHIRT/CARHARTT JEANS; PER WEEK COST	6.49	NQ
POLO SHIRT/PANT; PER WEEK COST	4.10	4.18
POLO SHIRT/JEAN; PER WEEK COST	4.62	4.95
REGULAR SIZE JACKET (SM-XL)	NQ	0.15
PREMIUM SIZE JACKET (2XL-5XL)	NQ	0.18
MAT (SIZE 3x5)	2.00	1.95
MAT (SIZE 3x10)	3.65	3.50
MAKE UP/START UP PER GARMENT	1.50	3.50
WEEKLY MINIMUM CHARGE	40.00	-
SIZE CHANGE/PER GARMENT (EXCEPT PANT/JEAN)	3.00	3.50
SIZE CHANGE FOR PANT/JEAN ONLY	3.00	1.50
SHIRT REPLACEMENT VALUE	27.00	20.85
POLO SHIRT REPLACEMENT VALUE	22.00	20.85
PANT REPLACEMENT VALUE	30.00	21.95
JEAN REPLACEMENT VALUE	25.00	21.95
CARHARTT JEAN REPLACEMENT VALUE	40.00	NQ
COAT REPLACEMENT VALUE	39.00	39.85
CANCELLATION FEE	-	-
COUNTY NAME AND EMBLEM	1.50	1.00
EMPLOYEE NAME	0.50	1.00
ENVIRONMENTAL/SERVICE CHARGE	4.95	5% Per Week of total bill

NOTES:

*NQ = NOT QUOTED

*MAKE UP/START UP COST IS NOT CHARGED BY EITHER VENDOR AT FIRST UNIFORM
INSTALLMENT AND EACH YEAR UPON RENEWAL

*CHARGE FOR EMBLEM AND NAME IS NOT CHARGED BY EITHER VENDOR AT FIRST UNIFORM
INSTALLMENT AND EACH YEAR UPON RENEWAL

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this _____ day of _____, 2012____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Cintas Corporation ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Uniform Services; 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, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Uniform Services for Roads and Bridges Department, Public Works Agency

B. The Work

The Work to be completed under this Agreement (the "Work") consists of furnishing and maintaining uniforms and mats for the Roads and Bridges Department at 403 Chattin Drive in Canton.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services and provide its

products in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence on May 1, 2012, and the Initial Term shall be for one (1) calendar year (to April 30, 2013), with two (2) each one (1)-year extensions if the Parties mutually agree in writing no later than thirty (30) calendar days prior to the expiration of the Initial Term or each relevant extension of the Initial Term.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a weekly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **\$19,000 per 12 months**, except as outlined in Section II(C) above. The compensation for Work performed is based upon Cintas' Proposal Specifications dated March 6, 2012, Proposal Clarifications dated March 15, 2012 and outlined below:

<u>Item</u>	<u>Cost</u>
Uniform – Shirt and Khaki Pant	\$4.10 per person per week
Uniform – Shirt and Jean Pant	\$4.62 per person per week
Uniform – Polo Shirt and Khaki Pant	\$4.10 per person per week
Uniform – Polo Shirt and Jean Pant	\$4.62 per person per week
Uniform – Shirt and Carhartt Jean Pant	\$6.49 per person per week
Replacement Value – Regular Shirt (all sizes)	\$27.00 each
Replacement Value - Polo Shirt (all sizes)	\$22.00 each
Replacement Value – Regular Pant (all sizes)	\$30.00 each
Replacement Value - Jean (all sizes)	\$25.00 each
Replacement Value - Carhartt Jean (all sizes)	\$40.00 each
Replacement Value – Coat (all sizes)	\$39.00 each
Mat – Size 3x5	\$2.00 per mat per week
Mat – Size 3x10	\$3.65 per mat per week
Environmental/Service Charge	\$4.95 per week
Make up/Start up Charge	\$1.50 per garment
Minimum Charge	\$40.00 per week
Size Change (All garments, all sizes)	\$3.00 per garment
Embroidery Charge - “Cherokee County” and Emblem	\$1.50 per garment
Embroidery Charge - Employee Name (includes script)	\$0.50 per garment
There shall be no up-charge for “premium” sizes. All sizes are at pricing quoted above.	
There shall be no cancellation fee.	
All uniform costs are based on five (5) changes shirt and pant per employee per week.	
Each employee will be provided eleven (11) total uniform sets (shirt and pant) at initial order placement and at each subsequent Agreement renewal.	
The Make up/Start up Charge is not charged upon initial order placement or at each subsequent Agreement renewal.	
The Embroidery Charge for the county name, county emblem and employee name is not charged upon initial order placement or at each subsequent Agreement renewal.	
No item will be replaced and charged without permission of the Roads and Bridges Department.	

C. There is no reimbursement for costs incurred included in this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work 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 Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under 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 on Submissions by the County

Consultant must have timely information and input from the County in order to perform the Work 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

Nelson Hernandez, Service Manager, shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work 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 Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") 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. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. 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 County Parties, 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, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work 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 Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of

this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) 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 and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in 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 and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (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 shall agree to waive all rights of subrogation against the County and County Parties 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 providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article 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 insureds 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 insureds.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies

required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

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 Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that its has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective 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 no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-

.02. Consultant'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 hereto as Exhibit "A" and incorporated herein by this reference.

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

____ 500 or more employees.

 X 100 or more employees.

____ Fewer than 100 employees.

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

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.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such

audit findings have been resolved, whichever is later.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates,

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

O. Key Personnel

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

Brandon Deeb – General Manager
Nelson Hernandez – Service Manager
Lynn Fox – Customer Service Representative
Jeff McBride – Service Representative

P. Authority to Contract

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

Q. Ownership of Work

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County's Representative

Cliff Harden, Roads and Bridges Director, or his designee, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

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

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

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. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

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 Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Sandy Kuykendoll for the County and Nelson Hernandez 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, or at a substitute address previously 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

With a copy to:

Cherokee County Procurement & Risk Management Department
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Cintas Corporation – Location 071
3600 Kennesaw 75 Pkwy
Kennesaw, Georgia 30144
Phone: 770.635.0661
Fax: 770.635.0700

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

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

XVI. 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.

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

**CONSULTANT:
CINTAS CORPORATION**

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: L. B. Ahrens
Its: Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

NOT APPLICABLE – NO
SUBCONTRACTOR

**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, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"
SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

BURNS & SPEIGHTS, P.C.

Attorneys At Law
150 North Street
Canton, Georgia 30114
Telephone: (770) 956-1400
Fax: (770) 956-1404

J. Daran Burns
Archie L. Speights
Michael Alan Burns, Jr.

March 30, 2012

Cherokee County Business License Office
1130 Bluffs Parkway
Canton, Georgia 30114

Re: Dennis Ray, precious metals license

To Whom It May Concern:

The undersigned represents Dennis Ray in relation to the above referenced business license request.

I am writing to request an appeal of the decision made by the Cherokee County Sheriff's Office in the attached letter dated March 13, 2012.

Please add this matter to the agenda for the Board of Commissioners meeting on the earliest practicable date. You may contact me at the number above if you require additional information.

Sincerely,



J. Daran Burns



Cherokee Sheriff's Office

7545 North Main Street, Suite 300
Woodstock, Georgia 30188
(770) 928-0239
Fax (770) 924-0866



Roger Garrison, Sheriff

"A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY"

March 13, 2012

Cherokee County Business Office
Canton, Ga 30114

To whom it may concern,

Mr. Dennis Ray has had a background check completed in compliance with County Ordinance Sec. 38-36. I have reviewed the Criminal History and find no felony convictions. However, Mr. Ray is currently under indictment for Retail Property Fencing in Cherokee County Superior Court. This indictment stemmed from an investigation into Mr. Ray's Precious Metals Business where it is alleged that Mr. Ray knowing accepted stolen property and knowing violated reporting procedures. Based upon this information I would not recommend that Mr. Ray receive authority to operate a Precious Metals Business in Cherokee County until the criminal matter has been adjudicated.

Cordially,

A handwritten signature in black ink, appearing to read "LT T.K. Pinyan".

Lieutenant Thomas K. Pinyan
Cherokee County Sheriff's Office
Criminal Investigation Division