

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

October 2, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Presentation on Aquatic Center update by Bill Echols.
2. Discussion of Regular Agenda Items.

Executive Session to Follow

CHEROKEE COUNTY NEW AQUATIC CENTER

PROJECT UPDATE & STATUS REPORT BOARD OF COMMISSIONERS

October 2, 2012

AQUATIC CENTER

- Background: Design Phase
 - Project Architect/Engineer Team
 - **Cooper Carry Architects** (Atlanta, GA)
 - *Water Technology, Inc.* (Beaverton, WI)
 - Selected, Commencement of Design
 - October 5, 2010, BOC Meeting
 - Approval of Program: December 2010
 - Design Phases: January to July 2011
 - Design Complete: Released for Bidding: September 27, 2011

AQUATIC CENTER

- Background: Prequalification and Shortlisting of General Contractor Teams Phase
 - March 8, 2011, RFQ issued inviting all interested general contractors, and pool and mechanical/HVAC subcontractors to submit
 - Submittals:
 - 8 General Contractors
 - 5 Pool Subcontractors
 - 5 Mechanical/HVAC Subcontractors

AQUATIC CENTER

- Background: Prequalification and Shortlisting of General Contractor Teams Phase
 - April/May 2011: Review of Qualifications
 - Shortlist for interviews:
 - 5 General Contractors (4 Shortlisted)
 - 5 Pool Subcontractors (3 Shortlisted)
 - 5 Mechanical/HVAC Subcontractors (3 Shortlisted)
 - September 27, 2011: Commence Bidding
 - Shortlisted Firms Invited to Submit Competitive Bid Proposals

AQUATIC CENTER

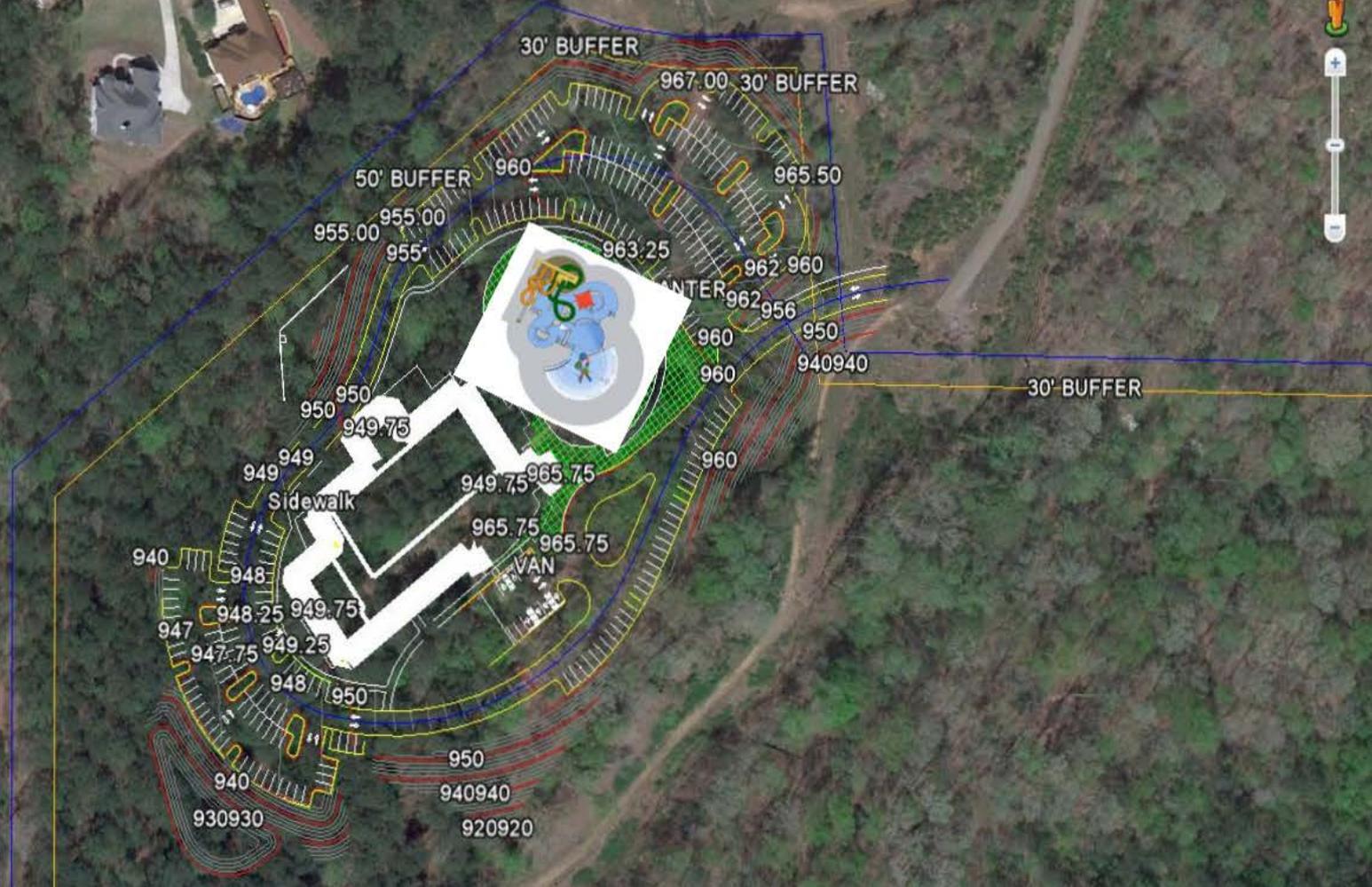
- Background: Construction Phase
 - November 2, 2011: Bid Proposals Received
 - Bid Results:
 - Lowest Bid Submitted by New South Construction Company, Atlanta
 - Amount: \$15,683,000.00
 - Approximately \$467,000.00 UNDER Construction Budget of \$16,150,000.00
 - BOC Approval: November 15, 2011
 - Notice to Proceed: December 16, 2011

AQUATIC CENTER GROUNDBREAKING February 7, 2012





AQUATIC CENTER



© 2011 Google

© 2010 Google

AQUATIC CENTER

- Background: Construction Phase
 - January/March 2012: Grading & Site Development
 - Rock Encountered: As Expected
 - Bid Proposals Included Competitively Bid Unit Prices
 - Exploratory Drilling at site by County's Testing Consultant (NOVA) Establishes/Confirms Locations/Depth of Rock to be Blasted
 - April 17, 2012: BOC Approves \$300,000.00 for Rock Blasting
 - May 2012: Blasting Performed/Completed (within budget)
 - June 2012: Building Foundations Commence
 - August 2012: Concrete Structure Complete

AQUATIC CENTER

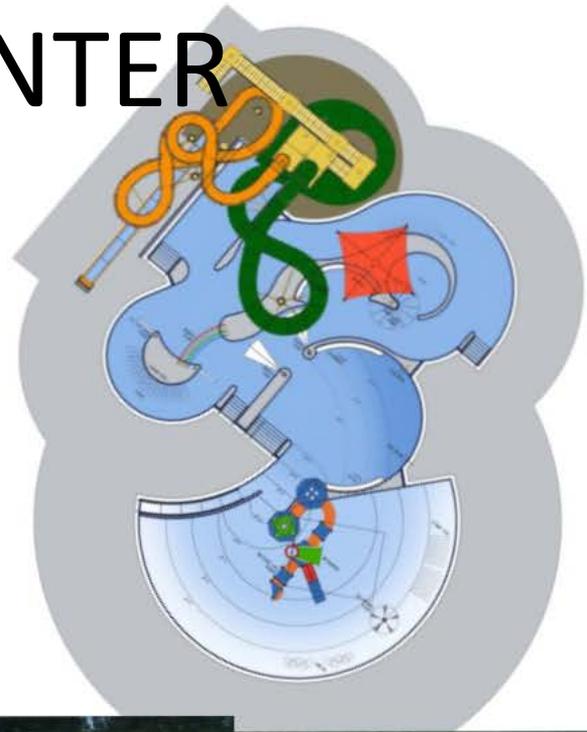


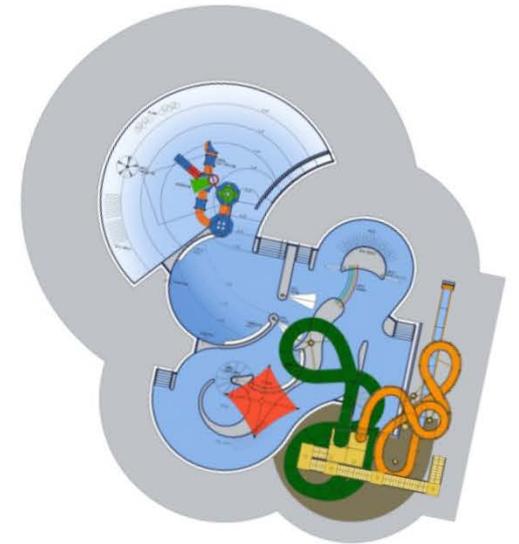


AQUATIC CENTER

- Background: Construction Phase
 - August 2012: All Long Span Bow Trusses Set
 - Swimming Pools:
 - Outdoor Recreation Pool
 - April 2012: Excavation Commences
 - July 2012: Concrete Walls & Bottom Complete
 - September 2012: Installation of Tile Work Commences
 - Indoor Pools
 - September 2012: 50 Meter Indoor Pool Excavated
 - October 2012: 25 Yard Indoor Therapy Pool Excavated

AQUATIC CENTER







3 FT 6 IN

3 FT 6 IN

3 FT 6 IN



AQUATIC CENTER





COOPER CARRY

AQUATIC CENTER

- Background: Construction Phase
 - September 2012: Roof Decking Installed
 - Underside Exposed White Decking Installed
 - Exterior Roofing Membrane Installed
 - Exterior Standing Metal Seam Roofing Being Installed
 - October 2012:
 - Cast-in-Place Concrete Spectator Seating Completed
 - Mechanical/Electrical/Plumbing/Fire Protection, Exterior/Exterior Masonry and Other Interior Contractor Work Underway
 - Site Work Continues: Gresham Mill Parkway Improvements Started

AQUATIC CENTER





AQUATIC CENTER





AQUATIC CENTER

- Project Schedule
 - **Construction is Proceeding On Schedule**
 - Schedule Moving Forward:
 - Utilities:
 - Water & Sewer (CCWSA): Installed & Connected
 - Natural Gas (AGL): Lines From Sixes Road Are Installed/Buried; Meter to be Set Before Yearend
 - Electrical Service: Agreement with GA Power (on BOC Agenda for this meeting) then Permanent Service Will Be Installed. Permanent Electrical Service Currently Expected to be In-place by End of October. Power easement agreement needed.

AQUATIC CENTER

- Project Schedule

- Schedule Moving Forward:

- Interior Masonry & Finishes to Continue Through Winter Months
 - Exterior Masonry and StoneCoat Panels to Also Continue Through Winter Months
 - Pools:
 - Outdoor Recreation Pool: Plaster Coat Currently Expected to be Applied in Early 2013; Then Immediately Filled
 - Indoor Pools: Plaster Coat Currently Expected to be Applied in Early 2013; Then Immediately Filled



AQUATIC CENTER

- Project Schedule
 - Schedule Moving Forward
 - February/March 2013:
 - Engineering Systems Become Operational for Testing
 - March/April 2013:
 - Interior & Exterior Finishes Complete
 - Engineering Systems Complete
 - Total Project Nearing Completion
 - April 2013: Project Substantially Complete

AQUATIC CENTER

- Project Schedule
 - Schedule Moving Forward
 - CRPA
 - January/February 2013: Facility Staff Hired
 - » Positions currently on County website, being advertised
 - March 2013: Move in by CRPA of FF&E items; prepare to occupy
 - March/April 2013: Occupancy by CRPA
 - » Staff Training Underway
 - » Operations & Maintenance Underway

AQUATIC CENTER

- Project Schedule
 - Schedule Moving Forward
 - Furniture, Fixtures & Equipment (FF&E)
 - FF&E Budget under total project budget: \$300,000.00
 - CRPA & Capital Projects working with Procurement
 - » Develop master list for competitive bidding
 - » Expect to bring to BOC in late December for approval
 - Maintenance agreements with pool and mechanical/HVAC contractors
 - Prices bid at time of prime construction agreement
 - First Year; with option for second year
 - Expect to bring to BOC in late December for approval

AQUATIC CENTER

- **FACILITY OPENS:**
 - May 2013: Indoor Pool Facilities
 - Late-May 2013: Outdoor Recreation Pool
 - Memorial Day Weekend Holiday

AQUATIC CENTER

- Project Budget Update & Status Report
 - **\$19,775,000.00 Total Project Budget**
 - Inclusive of all components
 - Land Purchase
 - Design Services
 - Utilities, Testing and Other Misc. Budget Line Items
 - Construction
 - Furniture, Fixtures & Equipment (FF&E) (by County)
 - **Status of Costs vs. Budget**
 - **Currently Expect Final Total Costs to be Under Budget**
 - **Approximately \$500,000 in Savings Currently Expected**
 - » Remains in park bond program
 - » Allocation to other park project

AQUATIC CENTER

- Questions



AGENDA

Cherokee County Board of Commissioners

October 2, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

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

None Scheduled.

AMENDMENTS TO AGENDA

1. Under Chairman's portion: Consideration of changes to RRDA Board and timing thereof.
2. Under County Attorney's portion: Discussion of appointment to conduct forensic audit.
3. Under County Attorney's Portion: Consideration to draft a letter to the GBI.
4. Under Announcements: Cherokee Friends of Recovery Fundraiser Event, Twilight Fun Run.

ANNOUNCEMENTS

1. ELECTRONICS RECYCLING DAY SATURDAY OCTOBER 13, 2012

9:00 a.m. – 1:00 p.m. at Cherokee Administrative Building
1130 Bluffs Parkway, Canton, GA 30114

2. Voting Dates, Times & Locations

Oct. 15 – Oct 26

8:30-5:00 (M-F)

Cherokee County Elections Office

400 E. Main Street

Canton, GA 30114

Open to ALL Cherokee County registered voters!
(one location ONLY)

Oct. 27

8:30-4:00 (Saturday)

Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

Ball Ground Public Library

435 Old Canton Rd., Ball Ground, GA 30107

Hickory Flat Public Library

2740 East Cherokee Dr., Canton, GA 30115

Rose Creek Public Library

4476 Towne Lake Parkway, Woodstock, GA 30189

Woodstock Public Library

7735 Main Street, Woodstock, GA 30188

Open to ALL Cherokee County registered voters!
(Five locations)

Oct. 29 – Nov. 2

8:30–7:00 (M-F)

Open to ALL Cherokee County registered voters!

All Five locations – see addresses above.

Nov. 5 (Monday) NO VOTING

Nov. 6

ELECTION DAY 7:00–7:00 (Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Check your voter precinct card or call the Elections office at 770-479-0407 for your polling location.

3. Amended: Cherokee Friends of Recovery Fundraiser Event:

Twilight Fun Run F.O.R. Cherokee - Saturday evening, October 27, 2012. A 5K Run/1K Fun Run/Walk at Hobgood Park, Woodstock, Georgia. Sponsorships available and appreciated.

Registration information is available at the table outside of Cherokee Hall and online at www.cherokeefor.com.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 18, 2012.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 18, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 18, 2012.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Amended: Consideration of changes to RRDA Board and timing thereof.

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 final acceptance of all public rights-of-way, roadways and appurtenant draining structures in the Woodmont Subdivision Units 11A, 11B and the Grove.
- 1.2 Consider final acceptance of all public rights-of-ways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 1.
- 1.3 Consider authorization to surplus and dispose of old Fire-ES fire ladders and inoperable air cylinders through an aluminum recycling center.

COUNTY MANAGER

- 2.1 Consider approval to set a public hearing for October 16, 2012 at 6:00 p.m. at Cherokee Hall to hear public comments about the FY 2013 budget.
- 2.2 Consider approval of Contribution Agreement for the cost sharing partnership to facilitate the implementation of planned conservation practices between the County and Canton Field Office of the USDA Natural Resources Conservation Service (NRCS).

- 2.3 Consider approval and award of bid and contract with the most responsive bidder, Consolidated Telecom of Dallas, TX, for telephone service and equipment for use by the inmates of Cherokee County Adult Detention Center.
 - 2.4 Consider approval and award of bid and contract with the most responsive bidder, A&S Canteen of Stockbridge, GA, for the commissary services and equipment for use by the inmates of the Cherokee County Adult Detention Center.
 - 2.5 Consider approval to renew the contract with Trinity Services Group, Inc., of Oldsmar, FL, for food service to the inmates and staff of the Cherokee County Adult Detention Center. Trinity has agreed to provide the same level of service for the next 12 months for an increase of only two cents per meal. The increase will not result in the need for an increase in budget.
 - 2.6 Consider approval to renew the contract with Correct Health of Stockbridge, GA, for medical services to the inmates of the Cherokee County Adult Detention Center in the amount of \$1,756,889.20. This cost includes an increase requested of \$10,000.00 over last year's contract to help cover the rising medical expenses; however, the increase will not result in the need for an increase in budget.
 - 2.7 Consider proposal and contract from only bidder, Georgia Power, to supply permanent power to the Cherokee County Aquatic Center and authorization for the County Manager to execute power easement required for underground power.
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COUNTY ATTORNEY

- A. Amended: Discussion of appointment to conduct forensic audit.
- B. Amended: Consideration of draft letter to GBI.

ADJOURN



ELECTRONICS RECYCLING DAY SATURDAY OCTOBER 13, 2012
9:00 a.m. – 1:00 p.m. at Cherokee Administrative Building
1130 Bluffs Parkway, Canton, GA 30114

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. Reworx, Cherokee County and Waste Management make this event possible. Call 770-426-1700 for more information.





Twilight Run F.O.R. Cherokee

5K Run/1K Fun Run/Walk

Hobgood Park

6688 Bells Ferry Road
Woodstock, Georgia 30189

Saturday, October 27, 2012

Proceeds will benefit

Cherokee Friends of Recovery Foundation, Inc.

Rehabilitation through Judicial Supervision

Keeping our highways safe, making impaired drivers accountable for their actions, and saving taxpayers money!



Halloween Costume Contest \$50 cash prize per category

2 categories: Children under 12 and ages 13 to adult

Location: Hobgood Park, Woodstock, GA.



Time: 5K begins at 7:30 P.M.
Fun Run/Walk begins at 7:00 P.M.
Race Day Registration begins at 6:00 P.M.

Registration Fee: 5K: Pre-registration \$25/after October 15, 2012 and day of race is \$30
Fun Run and Walk: Pre-registration \$25/after October 15, 2012 and day of race is \$30
Fun Run and Walk for Children under 12: \$15
Phantom Runner: \$25
Halloween Costume will be judged after the 5K

Course: Begins and ends at Hobgood Park

Awards: 1st, 2nd, and 3rd Male and Female

Place Age Groups for Male and Female: 10-under, 11-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, any age over 70.

1K Fun Run – 1st, 2nd, and 3rd Male and Female must be under 12 years old to be eligible for a race award. *To qualify for any awards in both the 5K and the Fun Run/Walk you must be registered!*

Finish Line Party: Refreshments, water, and door prizes
Must be present to win door prizes!

Register online at www.ACTIVE.com or mail in your registration form to:

**Cherokee F.O.R. 5K/Fun Run/Walk
P. O. Box 122
Ball Ground, GA. 30107**

Please make all checks payable to: Cherokee F.O.R.

For additional questions contact Vicki Benefield at 770-841-8530 or e-mail at vicki.benefield@ellijay.com.
You can also obtain a registration form at www.cherokeeduidrugtreatment.com.

Cherokee F.O.R. Registration Form

****Pre-registration ends October 15, 2012****

You must be pre-registered to be guaranteed a shirt.

5K _____ Fun Run/Walk _____ Phantom Run _____

Entry Fee: _____

Name: _____

Address: _____

City: _____ Zip: _____

Telephone: _____

Age: _____ M _____ F _____

Shirt Size: SM _____ M _____

LG _____ XL _____ XXL _____

****T-Shirts for registered runners before October 12, 2012 are guaranteed on the event date. Limited sizes available for day of event registration.**

Waiver & Release Form: In consideration of acceptance of this entry, I waive any and all claims for myself and my heirs against officials, volunteers, and/or sponsors of the Cherokee FOR 5K/Fun Run/Walk for any injury or illness which may directly or indirectly result from my participation. I further state that I am in proper physical condition to participate in this event. (If children are under 18 years of age, Waiver and Release must be signed by a parent and/or legal guardian.)

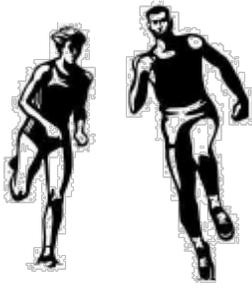
Signature: _____

Date: _____

Return pre-registration entry form along with your check to before October 15, 2012 to:

**Cherokee F.O.R.
P. O. Box 122
Ball Ground, GA. 30107**

****A 2012 Twilight Run F.O.R. Cherokee long sleeve tee shirt will be given to all pre-registered participants**glow necklaces, glow sticks**



Twilight Run F.O.R. Cherokee

5K Run/1K Fun Run/Walk

Hobgood Park

6688 Bells Ferry Road
Woodstock, Georgia 30189

Saturday, October 27, 2012



Proceeds will benefit

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Rehabilitation through Judicial Supervision

Keeping our highways safe, making impaired drivers accountable for their actions, and saving tax payers money!

	Platinum \$1,500	Gold \$1,000	Silver \$500
Sponsor will be featured on our website.	X		
Sponsor will have Rumble Signs with company logo.	Two 18" x 24" Rumble Signs with company logo	One 18" x 24" Rumble Signs with company logo	
Sponsor will have a booth available to present materials to runners and guests.	X	X	
Sponsor name will be on all Mile Marker Signs	X	X	X
Sponsor will have a banner displayed at the event. (Banner will be provided by the Sponsor)	X	X	X
Sponsor's name will appear in all press releases regarding this event.	X	X	X
Sponsor will receive complimentary registrations and T-Shirts.	X 6 Free Registrations and T-Shirts	X 4 Free Registrations and T-Shirts	X 3 Free Registrations and T-Shirts
Sponsor's name will appear on over 300 T-shirts and will be presented to all race participants.	X	X	X
Additional Sponsorships	Rumble Signs are available @ \$200 each. One 18" x 24" sign with company logo will be placed on the runner's course.	Mileage Signs are available @ \$100 each. One 12" x 18" sign will be placed at each mile marker.	

Company logos provided by the sponsors will be printed on all materials and signs

The Sponsors logos will appear on the back of the T-Shirts in the order of the Sponsorship levels

To confirm your sponsorship, please complete the form on the back.



Twilight Run F.O.R. Cherokee Hobgood Park

6688 Bells Ferry Road
Woodstock, Georgia 30189

5K Run/1K Fun Run/Walk
Saturday, October 27, 2012

Proceeds will benefit

Cherokee Friends of Recovery Foundation, Inc.

Rehabilitation through Judicial Supervision

Keeping our highways safe, making impaired drivers accountable for their actions, and saving tax payers money!



Confirmation Form

Please fax this form to:

Vicki Benefield at (770) 841-8530

As soon as possible

_____ **Yes**, our organization would like to serve as a sponsor for the Run F.O.R. Cherokee 5K/1KFun Run/Walk to be held at Hobgood at 6688 Bells Ferry Road, Woodstock, GA., on Saturday, October 27, 2012.

Please see the back of this form for detailed sponsorship levels:

_____	Platinum Level	\$1,500
_____	Gold Level	\$1,000
_____	Silver Level	\$500
_____	Rumble Sign	\$200 (18" x 24")
_____	Mile Marker Sign	\$100 (18" x 12")

Contact Name: _____

Contact Telephone: _____

Company: _____

Address: _____

Please forward your donations as soon as possible to:

**Cherokee F.O.R.
P. O. Box 122
Ball Ground, Georgia 30107**

If you should have any questions, contact Vicki Benefield at 770-841-8530. Please make your checks payable to the *Cherokee Friends of Recovery Foundation*.

Your donations are tax deductible to the fullest extent of the law; our tax identification number is 58-2665033. Please consult your tax accountant for more details. All proceeds will benefit the Cherokee DUI/Drug Court. "Working to keep our highways safe, making the impaired driver accountable for their actions, and saving tax payers money!"

The Sponsors logos will appear on the back of the T-Shirts in the order of the Sponsorship levels

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

CHEROKEE COUNTY

BOARD OF COMMISSIONERS

Work Session

September 18, 2012 3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:08 p.m. with all members of the Board present. Commissioner Hubbard announced the Electronic Recycling Day that will be held at the Bluffs on October 13th and that any volunteers to assist would be appreciated.

1. Review of HOST Resolution.

Chairman Ahrens led a discussion regarding the HOST Resolution. He stated he has reached out to the cities and asked to present this information to the city councils in their next scheduled meetings and will contact the Board of Education to be added to their October meeting agenda if possible.

Commissioner Johnston added that he feels there are more people in favor than not but there are some concerns expressed about how much will be collected and how much time would pass before it shows up on their tax bills. He suggested a brand name to the Resolution and call it "100% from Day One" to stress that 100% of the money collected will be used for property tax relief from the first day. In spite of state law allowing for a two and a half year lag time, the County would begin using 100% of the funds in hand as soon as possible right up until 30 days prior to setting the millage rate. State law would allow us to use only 80% and defer the remaining 20% to capital projects, but since we have SPLOST, we can defer that and use the entire 100% as long there is a SPLOST in place. The first credit would be small due to timing; the second year would be much closer to the full 12 months and would be allocated across all property categories. The third year the Homestead properties would take first priority in

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receiving the credit. Overall, we want to get the 100% credited at the earliest possible point.

The Chairman included that the credits would come from the previous year's collections, and that once in full swing, timing would include calendar year, not fiscal year. He referred to Angie Davis for advice on the resolution. Ms. Davis stated that everything was covered regarding our intent and includes allowance for any unknowns that may occur. This would be added as a tag line prior to signatures.

The Chairman asked Ms. Davis if adding the ballot questions would encumber the resolution. He stated that the more people who see the questions the better, whether for or against the resolution, at least they would know what it was about. Ms. Davis agreed adding the questions would be an opportunity to put it out to the public for consumption. After discussion as to where to add the questions, it was decided to not make the questions an actual part of the resolution but to include them by reference in order to make the public aware of these questions.

The Chairman asked the Board if anything could jeopardize the April 1st start date. A discussion concluded that once the Board of Elections certifies the results, the Board could call a meeting in December to solidify a start date.

2. Consideration of resolution in response to Grand Jury Recommendations.

The Chairman stated the response to the recommendations made by the Grand Jury would be discussed in a meeting on September 24th. He asked Angie Davis to go over the four Exhibits to be presented to the Grand Jury. Ms. Davis began with Exhibit 'A' which covers a bankruptcy filing and stated she would ask for a motion for discovery. Exhibit 'B' is part of the bankruptcy discovery request which designates documents that are to be produced. No word if it was received. There are approximately 10,000 pages of records provided in response to Exhibit 'B' which contains seven categories that the County and RRDA have requested for additional review of the case with potential claims as to the operations.

Exhibits 'C' and 'D' are in reference to the last recommendation concerning Ball Ground Recycling complaints submitted. These were mentioned in two newspaper articles written by Carolyn Mathews with the Ledger two years ago. The first articles introduced the concept of Steve Marcinko filing a complaint with the Sheriff's Office and the D.A. regarding the Blalock Corps of Engineer property. The second was about the Sheriff's Office dismissing the complaint. These Exhibits will be used to address the history of complaints since we are not privy to the Sheriff's Office records associated with the investigation. So, the news reports were the best we had to put forward to demonstrate what happened two years ago and was dismissed by the Sheriff's Office.

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Ms. Davis proceeded to go over responses to items 1-12 of the recommendations from the Grand Jury while allowing brief periods for comments from the Board. She suggested that along with the newspaper articles, we should include the EPD letter as Exhibit 'E'. Response #4 concerning the make-up of the RRDA Board was discussed after all others were reviewed. Ms. Davis stated that should any changes to dynamics of the Board be made, the Board of Commissioners would need to re-write a resolution to reflect those changes. Discussion continued on whether or not to move on the recommended changes as well as a time frame for it to be done.

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

- Consider approval to set a public hearing for October 16, 2012 to consider a revision to Article 7, Section 7-15c related to zoning requirements of private and parochial schools.

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

- Consider approval to purchase a hydraulic thumb attachment for the Komatsu PC220 Track-hoe from Tractor & Equipment Company for the Roads & Bridges Department in the amount of \$11,594.12.
- Consider adoption of a resolution to establish the Animal Service Fee Schedule for the Cherokee County Animal Shelter in order to off-set the cost of animal care.

Commissioner Bosch commented that she had some concerns that the increased rates could hurt adoptions. Commissioner Johnston commented that he had concerns with the owner surrender fee. Mr. Cooper said that these increases would be monitored and adjusted if any negative impact was noted. He commented that the purpose of the new fee schedule was to put more responsibility on pet owners and less of a burden on tax payers for animal care.

- Consider approval to award the construction contract to the lowest responsible bidder, CABLIK Enterprises, LLC, for Fire/ES Training Center for a total amount of \$3,084,812.00 which includes the base bid proposal sum plus acceptance of ADD alternatives. A separate contingency amount of \$150,000.00 is requested, bringing the total to \$3,234,812.00. Also, requesting approval of change order for design/engineering services to POND & Company for a lump sum of \$40,000.00.

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- Consider approval of an addendum to extend the partnership agreement with Cherokee County Saddle Club for construction and maintenance of Horse & Hiking Trails at Garland Mountain for an additional five (5) years which will expire on September 30, 2017.
- Consider approval of a new Professional Services Agreement with Sparkling Clean of Georgia for janitorial services to include the addition of two facilities and the extra square footage of the Renovated Senior Center for a total amount of \$532,992.00.

Commissioner Bosch asked if the new agreement added the Aquatic Center services. Mr. Cooper replied that a walk-through would be scheduled at a later date to determine the details of adding the Aquatic Center.

Consider approval to purchase fourteen (14) new patrol vehicles for the Cherokee County Sheriff's Office from Brannen Motor Company and Hardy Chevrolet in the total amount \$395,193.00.

Mr. Cooper commented that the Sheriff's Office had not purchased new vehicles since 2010.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 5:07 p.m. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session Followed

MINUTES

Cherokee County Board of Commissioners

September 18, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Reverend Eynon with Woodstock Christian Church gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:08 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 Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for the motion to ratify closure of Executive Session at 5:58 p.m. with no action taken. Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

PRESENTATIONS

None Scheduled.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

1. ELECTRONICS RECYCLING DAY SATURDAY OCTOBER 13, 2012

Commissioner Hubbard announced the recycling day and said it's that time again to start getting electronic items ready to recycle, including old boom boxes and computers you may have laying around.

9:00 a.m. – 1:00 p.m. at Cherokee Administrative Building
1130 Bluffs Parkway, Canton, GA 30114

2. Voting Dates, Times & Locations

Oct. 15 – Oct 26

8:30-5:00 (M-F)

Cherokee County Elections Office

400 E. Main Street

Canton, GA 30114

Open to ALL Cherokee County registered voters!

(one location ONLY)

Oct. 27

8:30-4:00 (Saturday)

Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

Ball Ground Public Library

435 Old Canton Rd., Ball Ground, GA 30107

Hickory Flat Public Library

2740 East Cherokee Dr., Canton, GA 30115

Rose Creek Public Library

4476 Towne Lake Parkway, Woodstock, GA 30189

Woodstock Public Library

7735 Main Street, Woodstock, GA 30188

Open to ALL Cherokee County registered voters!

(Five locations)

Oct. 29 – Nov. 2

8:30–7:00 (M-F)

Open to ALL Cherokee County registered voters!

All Five locations – see addresses above.

Nov. 5 (Monday) NO VOTING

Nov. 6

ELECTION DAY 7:00–7:00 (Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Check your voter precinct card or call the Elections office at 770-479-0407 for your polling location.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 4, 2012.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 4, 2012.

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

APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 4, 2012.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

1. Troy Welker signed up to speak about the RRDA Board and added that an Advisory Board to assist the Board be formed. He also requested the Board consider more opportunities for citizens to ask questions of the Board and thanked the Chairman for answering his questions when he had asked them from the audience.
2. Steve Marcinko signed up to speak about the Grand Jury Recommendations.
3. Jackie Archer said that she had signed up to give her time to Steve Marcinko but said that she would comment that she appreciated what the Board had intended to do but they have lost the public's trust.
4. John Hiland signed up to speak about the Grand Jury recommendations.

5. Carolyn Cosby signed up to speak about the Grand Jury recommendations.
5. Tony Delibero had signed up to speak about HOST but declined to speak when called.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Consideration of resolution in response to Grand Jury Recommendations.

Chairman Ahrens asked Angie Davis to read through the resolution, starting with the recommendations, reading each one along with the County's response to each.

Commissioner Johnston made a motion to adopt and forward the resolution to the Grand Jury; Commissioner Bosch seconded and there was unanimous approval.

Commissioner Bosch commented as a reminder from earlier discussion that the response would include a statement that a letter under the Chairman's signature was being sent to the GBI requesting an investigation. Commissioner Johnston amended his motion to include that statement to the response.

Chairman Ahrens added a comment that the Board has been called to appear before the Grand Jury at 9:00 a.m. on Monday, September 24, 2012 to discuss the recommendations. He said that the Board will deliver the executed response to the Grand Jury tomorrow so that they will have it in advance.

B. Consideration of resolution to define Board of Commissioners policy[ies] regarding proposed HOST referendum.

Commissioner Johnston summarized the HOST resolution and added that from Work Session Discussion, the tagline for the resolution is '**100% from Day One**' because the Board is committed to applying a credit immediately rather than accumulate collected funds for up to two years as the law allows while going into the transition. The first year it is anticipated that a 15% credit be applied to County M&O; year two it is estimated about a 90% credit to homeowners and owner of other property; and year 2015 and beyond a 100% offset of County M&O for homestead exempted property and a 50% to 60% offset on other classes of property.

Commissioner Johnston then read through the proposed HOST resolution.

Commissioner Bosch said that it was important to note that in addition to the millage rate, that homeowners would actually see a credit on their tax bill.

Chairman Ahrens said that he'd like to distinguish between the three types of taxes: real property includes land, residence/buildings; personal property includes business inventory, airplanes, boats etc.; motor vehicle taxes are not real property and therefore a tax would still be owed as long as you own the vehicle.

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

Chairman Ahrens then discussed an email the Board had received that was sent among some of the Tea Party members. He said he wanted to clarify an erroneous statement in that email that the County Attorney was paid \$6,000.00 for every Board of Commissioners' meeting. **He said the fact is that the County Attorney is paid \$150.00 per hour** as stated in the County's contract which is available for anyone who wishes to see it. He added that calculated at the rate stated in the email would result in 40 hour meetings. (Someone shouted from the audience that they could provide that documentation, but it was inaudible on the recording.)

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 to set a public hearing for October 16, 2012 to consider a revision to Article 7, Section 7-15c related to zoning requirements of private and parochial schools.
- 1.2 Consider approval of budget amendment to increase the Fire District Fund to accept insurance recovery monies in the amount of \$1,264.92 for repairs.

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

COUNTY MANAGER

- 2.1 Consider approval to purchase a hydraulic thumb attachment for the Komatsu PC220 Track-hoe from **Tractor & Equipment Company** for the Roads & Bridges Department in the amount of **\$11,594.12**.

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

- 2.2 Consider adoption of a resolution to establish the Animal Service Fee Schedule for the Cherokee County Animal Shelter in order to off-set the cost of animal care.

Jerry Cooper added that he had spoken to Judge Drane who agreed to increase court fines associated with violations pertaining to animals also.

Mr. Cooper restated from Work Session discussion that the increase in adoptions fees would be monitored to make sure that it does not negatively impact adoptions. He also said that the impact of owner surrender fees would be monitored, but the goal here is to send a message to citizens that the general public should not have to pay for the care of these animals.

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

- 2.3 Consider approval to award the construction contract to the lowest responsible bidder, **CABLIK Enterprises, LLC**, for Fire/ES Training Center for a total amount of **\$3,084,812.00** which includes the base bid proposal sum plus acceptance of ADD alternatives. A separate contingency amount of \$150,000.00 is requested, bringing the total to **\$3,234,812.00**. Also, requesting approval of change order for design/engineering services to **POND & Company** for a lump sum of **\$40,000.00**.

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval. Commissioner Bosch commented that this project had been a long time coming and that the visitors to the training center would benefit Cherokee County.

- 2.4 Consider approval of an addendum to extend the partnership agreement with Cherokee County Saddle Club for construction and maintenance of Horse & Hiking Trails at Garland Mountain for an additional five (5) years which will expire on September 30, 2017.

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

Chairman Ahrens commented that the County won't get any better or safer trails or more well-designed services anywhere.

- 2.5 Consider approval of a new Professional Services Agreement with Sparkling Clean of Georgia for janitorial services to include the addition of two facilities and the extra square footage of the Renovated Senior Center for a total amount of \$532,992.00.

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

- 2.6 Consider approval to purchase fourteen (14) new patrol vehicles for the Cherokee County Sheriff's Office from Brannen Motor Company and Hardy Chevrolet in the total amount **\$395,193.00**.

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

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Commissioner Johnston commented that he noticed Steve Marcinko and Jackie Archer were no longer in the auditorium after the Board had done what they asked tonight. Hearing no further business, Commissioner Bosch made the motion to adjourn at 7:23 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.

Cherokee County, Georgia Agenda Request

Agenda No.

1.1

SUBJECT: Final Acceptance
Woodmont, Subdivision
Units 11A, 11B and the Grove

MEETING DATE: October 2, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Units 11A, 11B and the Grove.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Woodmont, Subdivision – Units 11A, 11B and the Grove. Based upon their recommendation these projects meet the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are: Unit 11A - Laurelwood Court – 1,082 LF
Essex Valley Court – 446 LF
Unit 11B - Laurelwood Court – 824 LF
The Grove - Hedgewood Lane – 2,030 LF
Hillside Lane – 245 LF

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Units 11A, 11B and the Grove.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The image shows three horizontal lines for signatures. The top line has a signature that appears to be 'Geoffrey E. Morton'. The middle line has a signature that is mostly illegible but appears to be 'Geoffrey E. Morton'. The bottom line has a signature that is mostly illegible but appears to be 'Geoffrey E. Morton'. There are also some faint, illegible markings on the bottom line.



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

September 19, 2012

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

**Re: Final Acceptance – Woodmont, Unit 11A, including all or a portion of:
Laurelwood Court (1,082 L.F.) and Essex Valley Court (446 L.F.) for a total
of 1,528 L.F.**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government

ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within Woodmont Unit 11A, for County Maintenance.

Whereas, it is hereby found and determined that Woodmont Unit 11A does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that a portion of Laurelwood Court (1,082 L.F.) and all or a portion of Essex Valley Court (446 L.F.) both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Woodmont Unit 11, and located in Land Lots 994, 995, 1022 & 1023, 3rd District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

September 19, 2012

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

**Re: Final Acceptance – Woodmont, Unit 11B, including all or a portion of:
Laurelwood Court (824 L.F.)**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government

ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within Woodmont Unit 11B, for County Maintenance.

Whereas, it is hereby found and determined that Woodmont Unit 11B, does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of Laurelwood Court (824 L.F.) having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Woodmont Unit 11B and located in Land Lot 994, 3rd District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

September 19, 2012

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

Re: Final Acceptance – Nicholas Tract – The Grove @ Woodmont, including all or a portion of: Hedgewood Lane (2,030.29 L.F.) and Hillside Lane (244.53 L.F.) for a total of 2,274.82 L.F.

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within the Nicholas Tract – The Grove @ Woodmont, for County Maintenance.

Whereas, it is hereby found and determined that the Nicholas Tract – The Grove @ Woodmont, does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of Hedgewood Lane (2,030.29 L.F.) and all or a portion of Hillside Lane (244.53 L.F.) both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of the Nicholas Tract – The Grove @ Woodmont, and located in Land Lots 992, 1024 & 1025, 3rd District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk

Cherokee County, Georgia Agenda Request

Agenda No.

1.2

SUBJECT: Final Acceptance
Centennial Lakes Subdivision
Pod 1

MEETING DATE: October 2, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 1.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Centennial Lakes Subdivision – Pod 1. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are: Anniversary Lane – 1,445 LF
 Centennial Lakes Parkway – 1,045 LF
 Madison Avenue – 197 LF
 Mint Court – 261 LF

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

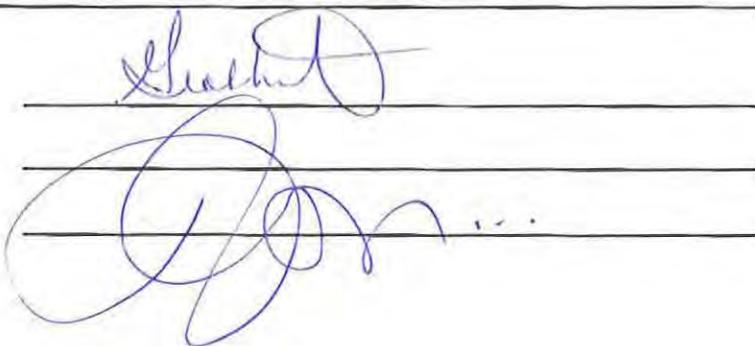
Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 1.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

September 24, 2012

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

**Re: Final Acceptance – Centennial Lakes Pod 1
Including all or part of: Anniversary Lane (1,445 L.F.), Centennial Lakes
Parkway (1,045 L.F.), Madison Avenue (197 L.F.) and Mint Court (261 L.F.)**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within Centennial Lakes Pod 1 for County Maintenance.

Whereas, it is hereby found and determined that Centennial Lakes Pod 1 does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that Anniversary Lane (1,445 L.F.), Centennial Lakes Parkway (1,045 L.F.), Madison Avenue (197 L.F.) and Mint Court (261 L.F.) having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Centennial Lakes Pod 1 and located in Land Lot 1200, 1201, 1248, 1249, and 1250 of the 21st District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk

13

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Disposal of Old Fire-ES
Fire Ladders and Air Cylinders

MEETING DATE: Oct. 2, 2012

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED: Authorization to dispose of old Fire-ES fire ladders and inoperable air cylinders through an aluminum recycling center.

FACTS AND ISSUES:

Fire-ES has old fire ladders that failed in ladder testing and old inoperable air cylinders. The department is requesting authorization to dispose of the aforementioned fire ladders and air cylinders to an aluminum recycling center. All supporting documentation has been forwarded to the Purchasing Dept.

List under Consent Agenda

BUDGET:

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

Budget Adjustment Necessary:

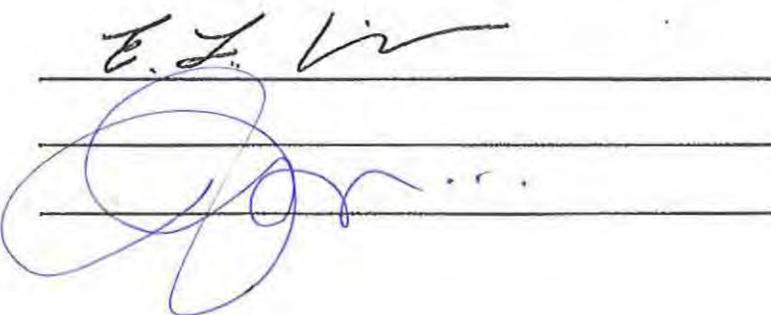
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 09/20/12

Transferred From: Cherokee County Fire Dept. 884 Unlvater Road Canton, GA 30115	Transferred To: Recycling Center
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition		Funding Information	Final Disposition	Fixed Asset#
			G=Good	F=Fair P=Poor			
1	1	SCI Air Cylinder, TC-SU5131-152-BAR	P		27090-380000	Destruction	N/A
2	1	Scott Air Cylinder, TC-SHWM-153	P		27090-380000	Destruction	N/A
3	1	Scott Air Cylinder, DOT-SP6498-2216	P		27090-380000	Destruction	N/A
4	1	Scott Air Cylinder, DOT-E6498-2216	P		27090-380000	Destruction	N/A
5	1	Scott Air Cylinder, DOT-E7235-2216	P		27090-380000	Destruction	N/A
6	1	Scott Air Cylinder, DOT-E7236-2216	P		27090-380000	Destruction	N/A
7	1	Scott Air Cylinder, ALT-602-17544	P		27090-380000	Destruction	N/A
8	1	Scott Air Cylinder, ALT-602-17365	P		27090-380000	Destruction	N/A
9	1	Scott Air Cylinder, ALT-602-17509	P		27090-380000	Destruction	N/A
10	1	Scott Air Cylinder, ALT-604-1956	P		27090-380000	Destruction	N/A
11	1	Scott Air Cylinder, OP 105456	P		27090-380000	Destruction	N/A
12	1	Scott Air Cylinder, OP 40158	P		27090-380000	Destruction	N/A
13	1	Scott Air Cylinder, ALT-604-1873	P		27090-380000	Destruction	N/A
14	1	Scott Air Cylinder, ALT-602-17354	P		27090-380000	Destruction	N/A
15	1	Scott Air Cylinder, ALT-602-17369	P		27090-380000	Destruction	N/A
16	1	Scott Air Cylinder, OP-40289	P		27090-380000	Destruction	N/A
17	1	Scott Air Cylinder, OP-40850	P		27090-380000	Destruction	N/A

Purchasing Representative Signature: <i>[Signature]</i> Title: Procurement Specialist Date: 9/20/12	Dept Property Coordinator Signature: <i>[Signature]</i> Title: Date: 9/20/12	Received By Signature: Title: Date:
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CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1190 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 09/19/12

Transferred From: Cherokee County Fire Dept. 884 Unlveter Road Canton, GA 30115	Transferred To: Recycling Center
---	--

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Alco-Lite, 12 ft. 2 sec. alum. Combo, 390240	P	27090-380000	Destruction	N/A
2	1	Alco-Lite, 10 ft. aluminum folding, 200245	P	27090-380000	Destruction	N/A
3	1	Alco-Lite, 35 ft. 3 sec. alum. Ext., 205648	P	27090-380000	Destruction	N/A
4	1	Alco-Lite, 10 ft. aluminum folding, 125276	P	27090-380000	Destruction	N/A
5	1	Alco-Lite, 26 ft. 3 sec. alum. Ext., 230706	P	27090-380000	Destruction	N/A
6	1	Duo-Safety, 12 ft. 2 sec. alum. Combo, N/A	P	27090-380000	Destruction	N/A
7	1	Alco-Lite, 24 ft. 2 sec. alum. Ext. 296625	P	27090-380000	Destruction	N/A
8	1	Alco-Lite, 12 ft. 2 sec. alum. Combo, 380414	P	27090-380000	Destruction	N/A
9	1	Duo-Safety, 10 ft. aluminum folding, N/A	P	27090-380000	Destruction	N/A
10	1	Alco-Lite, 35 ft. 3 sec. alum. Ext., 459736	P	27090-380000	Destruction	N/A
11	1	Alco-Lite, 24 ft. 2 sec. alum. Ext. 66356	P	27090-380000	Destruction	N/A
12	1	Alco-Lite, 24 ft. 2 sec. alum. Roof ext., N/A	P	27090-380000	Destruction	N/A

Purchasing Representative Signature: <i>Alexa</i> Title: <i>Procurement Specialist</i> Date: <i>9/19/12</i>	Dept Property Coordinator Signature: <i>K. L. Batts</i> Title: Date: <i>9/19/12</i>	Received By Signature: Title: Date:
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Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: Notification of Public Hearing for FY 2013 Budget

MEETING DATE: 10/2/2012

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Include Notice of Public Hearing on October 16, 2012 at 6PM to hear public comments about the FY 2013 Budget.

FACTS AND ISSUES:

1. On Wednesday, October 10th, the Cherokee County Proposed 2013 Annual Budget will be available for review on the Cherokee County web site at www.cherokeega.com. A hard copy of the budget will also be available for review at the County Clerk's Office from 8 am to 5 pm, Monday-Friday, 1130 Bluffs Parkway, Canton.
2. A Public Hearing will be held on Tuesday, October 16, 2012 at 6:00 pm in Cherokee Hall, 1130 Bluffs Parkway, Canton, 30114, at which time the public may comment on the budget.

A legal notice will be advertised in the Sunday, October 7th edition of the Cherokee Tribune notifying the public of the two items above.

The FY2013 Proposed Budget will be officially presented to the Board of Commissioners during the October 16, 2012 Work Session.

The Board of Commissioners will consider adopting the FY 2013 Budget on November 6, 2012.

BUDGET: N/A

ADMINISTRATIVE RECOMMENDATION:

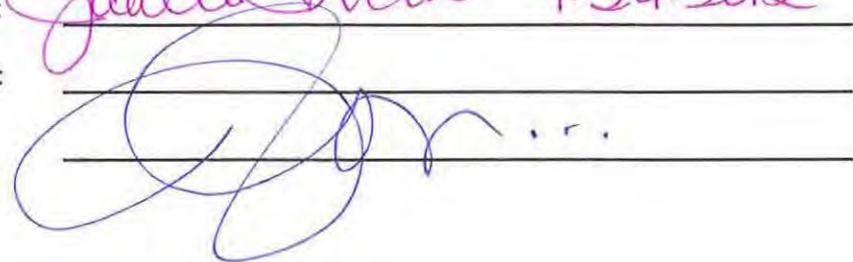
Approval

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Janelle Funk 9.24.2012


Cherokee County, Georgia
Agenda Request

2.2

SUBJECT: Natural Resources Conservation Grant

MEETING DATE: 10/2/2012

SUBMITTED BY: Janelle Funk, Finance

COMMISSION ACTION REQUESTED:

Approve Contribution Agreement for the cost sharing partnership to facilitate the implementation of planned conservation practices.

FACTS AND ISSUES:

The County has accepted grant funds to cost share for the County employee assigned to work in the Canton Field Office of the USDA Natural Resources Conservation Service (NRCS) since 2000. The cost share for the County Conservation Office (Org 7110) is 50/50.

The Agreement is usually for one fiscal year; but this Agreement covers FY13 and FY14. The total funding amount for FY13 is \$15,671.50 and the total funding amount for FY14 is \$15,671.50; the two year total funding award is \$31,343. The two year cost to the County is \$31,343 and budgeted during the County's budget process each year.

The Agreement in the past has been directly with the NRCS. However, NRCS has contracted with Georgia Association of Conservation District Supervisors (GACDS) for the administration of County agreements statewide. Therefore this new Agreement for FY13 and FY14 is between Cherokee County and GACDS. All terms and conditions are the same as the previous Agreements with NRCS.

The total funding award for FY12 was \$14,925; FY13 and FY14 award is an increase of \$746.50/year.

BUDGET:

Budgeted Amount:

Account Name: Conservation Administration

Amount Encumbered:

Account #: 27110000-various

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:

Authorize Chairman to execute Contribution Agreement with Georgia Association of Conservation District Supervisors (GACDS) for the cost share of the County's Conservation Administration Office.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Janelle Funk 9.24.2012

**CONTRIBUTION AGREEMENT
GACDS-02-12-003
BETWEEN THE
GEORGIA ASSOCIATION OF CONSERVATION DISTRICT SUPERVISORS,
INCORPORATED
AND THE
CHEROKEE COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, made and entered into this ___ day of ____, 2012, by and between the CHEROKEE COUNTY Board of Commissioners (hereinafter referred to as the "Provider"); and the Georgia Association Of Conservation District Supervisors, Incorporated (hereinafter referred to as the "GACDS").

I. PURPOSE:

This long term conservation partnership serves to facilitate the implementation of planned conservation practices. This "partnership" is to assist interested landowners with the GACDS application process and conservation practice implementation. The Provider is responsible for providing technical support to participants for planned conservation as outlined in this agreement. The task involves the following technical support:

- Assisting landowners with Farm Bill Program application process
- Design and layout of conservation practices.
- Activities associated with various Farm Bill conservation programs contract development and management
- Contract planning
- Eligibility determinations
- Processing applications

All technical assistance provided must meet USDA-Natural Resources Conservation Service (NRCS) standards and specifications as set forth in its Departmental manuals, handbooks, and Field Office Technical Guide, conservation planning, conservation practice application, and other areas of technical assistance.

II. OBJECTIVES:

Under the provisions of this agreement NRCS is assigned responsibility of managing the technical assistance supplied by the Provider to landowners to plan and implement conservation practices on eligible land, manage easements, and complete evaluation and monitoring of completed practices. This agreement will support the objectives of both organizations, and will leverage their capabilities to efficiently and effectively implement conservation activities as outlined in the United States Food, Conservation, and Energy Act of 2008.

III. RESPONSIBILITIES OF THE PARTIES

A. GACDS will

- Provide a list of program participants to county personnel contracted through the Provider, that have scheduled conservation practices, as identified in part IV of Appendix A, Expected **Accomplishments and Deliverables**, and identify and prioritize work assignments at the field office level.
- Provide technical guidance to the Provider and the county personnel maintained through this agreement when requested and provide clarity on work plan and other agreement details.
- Provide working materials and equipment needed to perform duties and to bear the cost of operation, maintenance and repair of equipment except for cost due to gross negligence by the Provider. Service accident reporting procedures will be followed.
- Coordinate reimbursement of the Provider on a quarterly basis upon receipt of properly completed required documentation. Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in part IV of App A, Expected **Accomplishments and Deliverables**. GADCS costs share shall not exceed the total obligation as identified in part VI **Resources Required** equal to no more than **\$62,686.00**
- Review all new technologies and innovative practices, including applicable standards and specifications, prior to initiating those technologies and practices.
- Provide quality assurance for services provided under the agreement.

B. PROVIDER will:

- Provide employees to perform technical services in the State of Georgia.
- As identified in this Statement of Work, part IV of App A, **Expected Accomplishments and Deliverables** and part VI **Resources Required**, provide administrative and technical assistance to private landowners in conserving, improving, and enhancing their natural resources as well as in-kind supplies and services. The total cost of in-kind and cash supplied by the Provider will be **\$31,343.00**
- To provide technical assistance to participants as described in this Statement of Work and part IV of App A, **Expected Accomplishments and Deliverables**. Ensure personnel meet the GACDS qualification standards for assigned responsibilities and for operation of equipment to perform those responsibilities.
- To ensure the Provider personnel maintained through this agreement, remain current with all training and certification requirements, to obtain and keep USDA NRCS Level II Computer Access current and up to date. This includes reporting changes to records and completing required AgLearn courses when appropriate.

- Will use existing NRCS policy, training procedures, and supervisory guidelines to insure that all provided assistance meets NRCS standards.
- To comply with the special provisions included in this agreement and to work within this agreed-to **Statement of Work** and part VI of App A, **Resources Required**. Meet applicable NRCS standards, specifications, and program requirements. Be consistent with the conservation program goals and objectives in the agreement; and incorporate, where appropriate, low cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
- To limit request for reimbursement for technical assistance provided as described in this **Statement of Work**, part IV of App A, **Expected Accomplishments and Deliverables** and part VI of App A, **Resources Required**.
- To be responsible for gross negligence during use of any Service property and to reimburse the Service for such costs. Gross negligence is defined as willful destruction of Service property.
- If applicable, the Provider shall carry liability insurance to operate a government vehicle in the amount of a minimum of \$500,000 and provide a certificate of insurance to GACDS. Nongovernment employees will not drive government vehicles unless proof of insurance is made available to GACDS.
- Provide at least fifty (50) percent of the cost of the technical assistance listed in part IV of App A, **Expected Accomplishments and Deliverables**. The Provider must match the USDA funds awarded on dollar-for-dollar basis from non-Federal sources with cash and in-kind contributions. Of the Providers match (50%), a minimum of 25 percent of the total project cost must come from cash sources; the remaining 25 percent may come from in-kind contributions. In-kind costs of equipment or project personnel cannot exceed 50 percent of the applicant's match (except in the case of projects carried out by either a Beginning Farmer or Rancher, Limited Resource Farmer or Rancher, or federally recognized Indian tribe or a community-based organization comprised of or representing these entities).
- Request reimbursement from GACDS for GACDS' share as referenced in this Statement of Work, and the **General Terms and Conditions of this Agreement**. Total reimbursement shall not exceed the GACDS portion referenced in part VI of App A, **Resources Required**. Reimbursement shall be requested through the use of:
 - Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in part IV of App A, **Expected Accomplishments and Deliverables**.
 - **Deliverables Tracking Report** must be certified, signed, and dated by the NRCS District Conservationist with the following statement: *"I certify that, to the best of my knowledge, this bill has not been previously submitted and that*

program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment.”

- Requests for reimbursement shall be no more often than every 30 days for the period this agreement is in force
- Request for Reimbursement, which shall be submitted to GACDS, P. O. Box 111, Athens, Georgia 30603. The Reimbursement Request must be certified by the NRCS District Conservationist with the following statement signed and dated : *“I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment.”*
- Warrant that the technical services provided:
 - Comply with all applicable Federal, State, and Tribal and local laws and requirements;
 - Are consistent with the conservation program goals and objectives in the agreement
 - Incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
 - Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.
- Additionally, the Provider is required to acknowledge the Freedom of Information Act Requirements as stated in the attached “Acknowledgement of Section 1619 Compliance” and to provide a signed copy of this statement, **Attachment A**.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

A. Deliverables associated with this agreement include item listed in table A.1 and the following:

- o Submit the Deliverables Tracking Report when requesting any payment.

Table A.1 Lists the Practice Development, Review and Certification deliverables associated with this agreement

Practice Description	Practice Code
Agrichemical Handling Facility (NO) (309)	309
Amendments for the Treatment of Agricultural Waste (591)	591
Animal Mortality Facility (NO.) (316)	316
Brush Management (314)	314
Closure of Waste Impoundments (NO) (360)	360
Combustion System Improvement (NO) (372)	372
Composting Facility (NO.) (317)	317
Conservation Cover (AC) (327)	327
Conservation Crop Rotation (AC) (328)	328
Cover Crop (AC) (340)	340
CNMP Development (102)	102
Critical Area Planting (AC) (342)	342
Diversion (FT) (362)	362
Early Successional Habitat Development/Management (AC) (647)	647
Farmstead Energy Improvement (NO) 374	374
Fence (FT) (382)	382
Filter Strip (AC) (393)	393
Forage and Biomass Planting (512)	512
Forest Stand Improvement (AC) (666)	666
Forest Trails and Landings (AC) (655)	655
Grade Stabilization Structure (NO.) (410)	410
Grassed Waterway (AC) (412)	412
Heavy Use Area Protection (AC) (561)	561
Hedgerow Planting (FT) (422)	422
Herbaceous Weed Control (Ac.) 315	315
Integrated Pest Management (AC) (595)	595
Irrigation Pipeline (FT) (430)	430
Irrigation Reservoir (NO. AND AC-FT) (436)	436

Irrigation System (NO. AND AC), Micro irrigation (441)	441
Irrigation System (NO. AND AC), Sprinkler (442)	442
Irrigation Water Management (AC)(449)	449
Mulching (AC) (484)	484
Nutrient Management (AC) (590)	590
Pipeline (FT) (516)	516
Prescribed Burning (AC) (338)	338
Prescribed Grazing (AC) (528)	528
Pumping Plant (NO.) (533)	533
Riparian Forest Buffer (AC) (391)	391
Riparian Herbaceous Cover (AC) (390)	390
Roof Runoff Structure (NO) (558)	558
Seasonal High Tunnel System for Crops (SF) (798)	798
Silvopasture Establishment (AC) 381	381
Solids/Liquid Waste Separation Facility (632)	632
Spring Development (NO.) (574)	574
Stream Crossing (NO.) (578)	578
Streambank and Shoreline Protection (FT) (580)	580
Terrace (FT) (600)	600
Tree/Shrub Establishment (AC) (612)	612
Tree/Shrub Site Preparation (AC) (490)	490
Underground Outlet (FT) (620)	620
Waste Storage Facility (NO.) (313)	313
Waste Transfer (634)	634
Waste Treatment Lagoon (NO.) (359)	359
Waste Utilization (AC) (633)	633
Water and Sediment Control Basin (NO.) (638)	638
Watering Facility (NO.) (614)	614
Well (NO.) (642)	642
Wildlife Upland Habitat Management (AC) (645)	645

Deliverables Tracking: Table B.1 provides a sample Deliverables Tracking Report. Use this report to identify the specific work performed during each payment period. The Deliverables Tracking Report tracks and totals reimbursement requirements based on the deliverable's cost rates based on practice and task level performed. Actual Deliverables Tracking Report will be provided to the Provider in Excel format.

Table B.1 Sample Deliverables Tracking Report

Separate Deliverable Tracking Report must be submitted for each individual county working in support of this agreement.

Appling County

1st Quarter

Customer Name	Date of Service	Task Level	Program	Description	Amount Paid to County per Deliverable
John Doe	10/23/2012	Administrative	EQIP	Farm Bill Program Applications & their processing	\$ 20.00
Jane's Farm	10/24/2012	Technician	CTA	Fence (FT) (382)	\$ 90.00

Sample

Actual Deliverables Tracking Report will be provided to the Provider in Excel format by GACDS

ATTACHMENT A

ACKNOWLEDGMENT OF NRCS SECTION 1619 COMPLIANCE

Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter “Acknowledgment”) is to require acknowledgment by CHEROKEE COUNTY Board of Commissioners, Inc. of the requirements of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. CHEROKEE COUNTY Board of Commissioners. assists GACDS in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a CHEROKEE COUNTY Board of Commissioners. Those individuals or organizations (governmental or nongovernmental) that assist GACDS with providing conservation-related services are known as GACDS Conservation Cooperators.

GACDS Conservation Cooperator

As a GACDS Conservation Cooperator CHEROKEE COUNTY Board of Commissioners is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary CHEROKEE COUNTY Board of Commissioners to provide conservation related services. Disclosure to CHEROKEE COUNTY Board of Commissioners can include receiving the protected information either 1) directly from NRCS; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer’s permission.

Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) (hereinafter “section 1619” provides that USDA, or any “contractor or cooperator” of USDA, “shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the

protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. CHEROKEE COUNTY Board of Commissioners is a “contractor or cooperator” of USDA within the meaning of Section 1619.

Accordingly, CHEROKEE COUNTY Board of Commissioners may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment CHEROKEE COUNTY Board of Commissioners is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to CHEROKEE COUNTY Board of Commissioners *the protected information provided under cooperative agreement.*

Responsibilities

CHEROKEE COUNTY Board of Commissioners (hereinafter the “Conservation Cooperator”) certifies that:

- Signature on this Acknowledgment indicates acknowledgment and understanding that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
- Signature on this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with NRCS prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
- The Conservation Cooperator will use the protected information only to perform work that is directly connected to provide conservation related services. Use of the protected information to perform work that is not directly connected to provide conservation related is expressly prohibited.
- The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to provide conservation related.
- The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a GACDS Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected

information will continue to be legally bound to comply with the provisions of this Acknowledgment.

- The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with NRCS to determine whether the information must be withheld.
- This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
- Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer an GACDS Conservation Cooperator. When the Conservation Cooperator is no longer a GACDS Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to NRCS. The Conservation Cooperator must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

Protected Information

An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:

- State identification and county number (where reported and where located).
- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.
- Production shares and share of acres for each Farm Serial Number (FSN) field.
- Acreage information, including crop codes.

- All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.

Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of NRCS of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however the Conservation Cooperator shall consult with NRCS if there is any uncertainty as to the provision of such information.

Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Conservation Cooperator must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.

Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by GACDS, including termination of the underlying cooperative agreement.

Effective Period

This Acknowledgment will be in effect on the date of the final signature and continues until GACDS notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

Signature of the CHEROKEE COUNTY Board of Commissioners / GACDS Conservation Cooperator and the Date Signed

Executed this ____ day of _____, 20__

2.3

Cherokee County, Georgia
Agenda Request Form

MEETING DATE: October 2, 2012

SUBJECT: Inmate Telephones for the Cherokee County Adult Detention Center

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

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

FACTS AND ISSUES: The Cherokee Sheriff's Office developed specifications for a Request for Proposal in reference to Inmate Telephone Services. These specifications were turned over to the Purchasing Department to obtain competitive bids. On June 19, 2012, bids were opened and six(6) bids were received. Bids were received that ranged from 64% to 75.1% commission on telephone proceeds. Consolidated Telecom was the only responder to provide a \$7,500.00 signing bonus, payment of the VINE system, 68% commission, \$15,000.00 in calling cards and video visitation system at no cost. Some responders did offer a higher percentage of commissions however; their rates per call that are charged to the consumer are higher.

BUDGET: (If applicable)

Budgeted Amount: \$ _____ Account Name: _____

Amount Encumbered \$ _____ Account #: _____

Amount Spent to Date: \$ _____

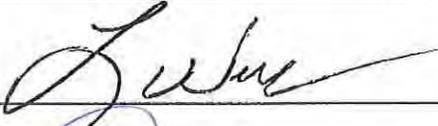
Amount Requested \$ _____

Remaining Budget \$ _____

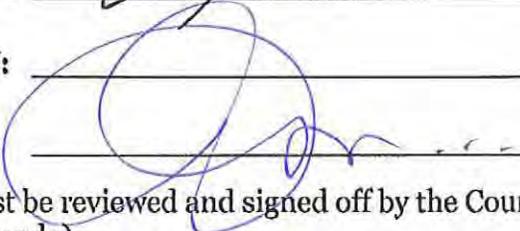
Budget Adjustment Necessary: _____

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: 

COUNTY ATTORNEY: _____

COUNTY MANAGER: 

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

Inmate Telephone Location Agreement

1. This Agreement is between Cherokee County, Georgia, hereinafter referred to as "PARTICIPANT" and Consolidated Telecom, Inc., hereinafter referred to as "VENDOR". This Agreement establishes the right of the Vendor to place non-coin operated pay telephones, known as "Inmate Telephones" at the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, Georgia (the "Facility").

2. In consideration of royalty payments to Participant of 68% of the gross monetary receipts of the Vendor from the inmate telephones placed at the Facility, Participant does hereby grant the Vendor the right to place and maintain inmate telephones at the Facility. The Vendor will have this right during the term of this Agreement. Vendor to provide signing bonus of \$7,500.00 dollars payable as follows: \$3,750.00 dollars upon execution of contract \$3,750.00 dollars 30 days after the execution of the contract, and \$10,000.00 dollars in calling cards upon execution of the contract at no charge or offset to facility. Additionally, Vendor to provide \$5,000.00 dollars in calling cards to assist in good behavior, indigence or other reason for Participant. Vendor to pay Participant's VINE monthly payment during the entire contract. Vendor to install Video Visitation in facility and maintain them throughout the contract. Additionally, Participant to receive 33% of gross monetary receipts from Video Visitation calls during the course of this agreement. The initial term of this Agreement will be for a period of twelve (12) months, commencing on October 1, 2012 and ending on September 30,2012

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

4. Participant agrees (a) to provide adequate space for the inmate telephone system which is easily accessible to the inmates, and (b) not to allow the installation or use of any other inmate or non-coin operated public telephone system at the Facility.
5. Participant agrees to release to Vendor all rights and privileges in connection with the inmate telephone system management at the Facility, which shall include, but not be limited to, (a) the removal of the existing operation telephone company equipment and the installation of Vendor's equipment, (b) information about line charges and other long distance or operating companies currently responsible for service to the Facility, and (c) any other activities with regard to the complete management and operation of the inmate telephone system at the Facility.
6. In the event of a material breach of this Agreement, either party may cancel this Agreement with sixty (60) days prior written notice of termination to the other party. In the event Participant serves written notice of a material breach, Vendor shall have ten (10) calendar days to cure such breach, after which period, and in the event Vendor fails to cure the breach, Participant may terminate this Agreement immediately upon provision of written notice to Vendor. Participant may at its option, terminate this agreement, in its sole discretion, if Vendor fails to provide the services detailed in this Agreement or any written and signed proposals.
7. It is further agreed that (a) this Agreement shall be binding and shall inure to the benefit of the parties hereto, their successors and assigns, (b) this Agreement remains in effect during the entire contract between parties hereto and it's terms may not be modified in any respect whatsoever unless in writing and signed by the parties hereto, (c) all equipment fixtures and supplies furnished by the Vendor shall remain the Vendor's property, and (d) Vendor shall have the right to assign it's rights, obligations and interest under this Agreement to any other party approved by the Participant.
8. Vendor further agrees to indemnify and save harmless Participant and assigns against any and all liability, loss, damages, costs or expenses which Vendor may incur, suffer or be required to pay by reason of the performance, observance, or non-observance of any obligations or responsibilities of the Vendor by reason of the terms and conditions of this Agreement or the relationship of the parties.
9. It is the policy of Participant that unauthorized aliens shall not be employed to perform work on Participant contracts involving the physical performance of service. Therefore, the Participant shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Vendor shall provide evidence on Participant provided forms, attached hereto as Exhibits "A" and "B," that it and Vendor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the Participant contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection

of the Vendor's and Vendor's subcontractors' verification process to determine that the verification was correct and complete. The Vendor and Vendor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the Participant contract.

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

The Vendor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Vendor shall be liable for all damages and delays occasioned by the Participant thereby.

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

Representative
(Cherokee County Board of
Commissioners)

Vendor
(Consolidated Telecom, Inc.)

Authorized Signature



Authorized Signature

Name and Title
(Please Print)

Jerome Jacobs vice-president

Name and Title
(Please Print)

Date

8-16-2012

Date

Affix Corporate Seal

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

JJAC1202

EEV / Basic Pilot Program User Identification Number

Jerome Jacobs

BY: Authorized Officer or Agent Date
(Contractor Name)

Vice-president

Title of Authorized Officer or Agent of Contractor

Jerome Jacobs, Consolidated Telecom, Inc

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

THIS 16th DAY OF August, 2012

Marie BOMBAL

Notary Public
My Commission Expires:

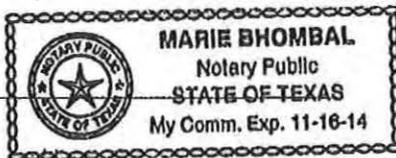


EXHIBIT "B"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

JJAC1202

EBV / Basic Pilot Program User Identification Number



BY: Authorized Officer or Agent Date
(Subcontractor Name)

Vice-president

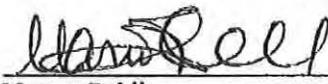
Title of Authorized Officer or Agent of Subcontractor

Jerome Jacobs, Consolidated Telecom, Inc

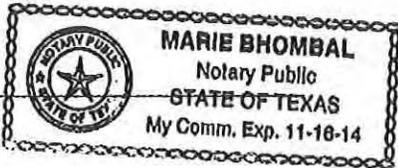
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

THIS 16th DAY OF August, 2012



Notary Public
My Commission Expires:



24

**Cherokee County, Georgia
Agenda Request**

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

MEETING DATE: October 2, 2012

SUBMITTED BY: Major Karen P. Johnson, Jail Administrator

COMMISSION ACTION REQUESTED:

Consider approval and award of bid and contract with A&S Canteen of Stockbridge, Georgia for the following: Provide commissary services and equipment for use by the inmates of the Cherokee Sheriff's Office Adult Detention Center.

FACTS AND ISSUES:

The Cherokee Sheriff's Office developed specifications for a Request for Proposal in reference to Inmate Commissary Services. These specifications were turned over to the Purchasing Department to obtain competitive bids. On June 19, 2012, bids were opened and six(6) bids were received. Bids were received that ranged from 27% to 41% commission on Commissary Sales. A&S Canteen was the only responder to provide 10 kiosks for the housing units, 2 kiosks for book in and 1 lobby kiosk for commissary ordering, inmate grievances, and money deposits. A&S also offered 34% commission on commissary sales. Some of the responders did offer a higher percentage of commissions; however, their rates for commissary items were priced higher and the transaction fees for deposits into inmate accounts were also higher.

BUDGET:

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

Budget Adjustment Necessary: No Yes 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:

To approve and award bid and contract with A&S Canteen of Stockbridge, Georgia, for inmate commissary services.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Commissary Services Agreement

This Agreement, Made this ____ day of _____ 2012, by Cherokee County Adult Detention Center, with offices at 150 Chattin Drive, Canton, Georgia 30115 (hereinafter referred to as "Client"), and A & S Commissary Services, LLC (hereinafter referred to as "ASC"), with principle offices at 165 Andrew Drive, Suite 300, Stockbridge, GA 30281.

WITNESSETH:

WHEREAS, Client desires to avail itself of ASC's Inmate Commissary Services and Trust Fund Accounting System, and

WHEREAS, ASC desires to perform such services for the Client;

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

1. CLIENT'S GRANT TO ASC

(A) Client grants to ASC, as an independent contractor, the exclusive right to provide the inmate commissary services and to provide the inmate trust fund accounting system at the following premises: Cherokee County Adult Detention Center (such location hereinafter referred to as the "Premises"), and the exclusive right to sell the inmates at such Premises, food products, non-alcoholic beverages, sundry items and other such articles ("Products") as shall be approved by the Client (such commissary service hereinafter referred to as "Services").

2. ASC'S RESPONSIBILITIES

(A) Pursuant to the provisions of this Agreement, ASC will operate and manage its Services hereunder at the Premises, keep its Services adequately serviced and supplied with once weekly commissary ordering and delivery.

(B) ASC shall pay all Federal, state and local taxes in connection with the operation of its Services upon the Premises.

(C) ASC shall hire at its own expense a full time Onsite Manager to assist in the overall commissary service for the Client. ASC will provide four part-time employees to assist in the distribution of commissary orders. All employees shall be subject to a background investigation as a condition of employment. It is understood and agreed that ASC is an independent contractor and not an employee of Client, its parent companies or any of its divisions or subsidiaries.

(D) All records shall be kept on file by ASC for a period of one (1) year from the date the record is made. ASC shall, upon reasonable notice, give the Client or its authorized representative the privilege of inspecting examining and auditing, during normal business hours, such of ASC's non-proprietary and non-confidential business records which are directly relevant to the financial arrangements set forth in Exhibit A. The cost of such audit shall be assumed by the Client and such inspection, examination, and audit shall be conducted at the ASC locations where said records are normally maintained.

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

3. CLIENT'S RESPONSIBILITIES

Client shall provide adequate security and officer escorts to all ASC personnel during the order delivery process and at any time there is contact between ASC personnel and inmates.

4. INSURANCE AND INDEMNIFICATION

(A) Mutual Indemnification: Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages or expenses arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party. Notwithstanding the foregoing, ASC shall not be required to indemnify Client for any claim, or action brought by an employee of ASC against Client. Notification of an event giving rise to an indemnification claim must be received by the indemnifying party within thirty (30) days subsequent to the date which such event was or should have been discovered.

(B) ASC Insurance: ASC shall obtain and maintain insurance for the following risks in amounts under such policies as appropriate: commercial general liability and worker's compensation. Certificates of Insurance for such coverage and naming the Client as an additional insured will be furnished upon thirty (30) days prior written notice.

(C) Client Insurance: Client shall obtain and maintain insurance for the Premises against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

5. FINANCIAL ARRANGEMENTS

This agreement shall encompass financial arrangements as outlined in Exhibit A.

6. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the 1st day of October, 2012 and shall remain in effect until September 30, 2013, with an option for two (2) additional one-year periods; it shall renew for similar periods unless notice is given 60 days prior to the end of the then current term. Either party shall be allowed to terminate this agreement by providing not less than 30 days prior written notice to the other. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of said thirty (30) day period. ASC reserves first right of refusal to match any financial offers proposed to the Client by alternate commissary service providers during the course of this Agreement.

7. CONSENT

Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

8. ASSIGNMENT

Neither ASC nor Client may assign or transfer this Agreement, or any part thereof, to any party other than an affiliated entity, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. EXCUSED PERFORMANCE

In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose

performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

10. ENTIRE AGREEMENT; WAIVER

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

11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be delivered via US Mail, first class postage prepaid by registered or certified mail or by overnight courier addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party.

To Client:

Phone:

To ASC: Derek Strickland
A & S Commissary Services, LLC
165 Andrew Drive, Suite 300
Stockbridge, GA 30281
(770) 603-8813

With a copy to: Trinity Services Group, Inc.
380 Scarlett Boulevard
Oldsmar, FL 34677
(813) 854-4264

12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this

Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

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

CLIENT

A&S Commissary Services

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

By: Larry G. Vaughn
Name: LARRY G VAUGHN
Title: C.E.O
Date: 9-18-12

EXHIBIT A

FINANCIAL ARRANGEMENTS – COMMISSARY SERVICES

1. COMMISSARY SERVICES

ASC will operate its Commissary Services at the Premises for its own account on a profit or loss basis.

Commissary prices shall be determined by mutual consent between ASC and Client. However, in the event of material cost changes, whether taxes, labor, merchandise, equipment or otherwise, or in the event of an increase in the Consumer Price Index (CPI), it is agreed that ASC shall have the right to adjust said prices to reflect said increases during and throughout the term of this Agreement. All products shall remain the property of ASC, with title vested in ASC, until sold.

2. COMMISSION RETURN TO CLIENT

ASC shall pay a commission of 34% (Thirty Four Percent) for all Gross Sales made by ASC on the Premises. Gross sales are defined as total gross sales receipts less all applicable taxes, postage sales, and credits. Commission statements and checks shall be distributed to Client on a monthly basis as noted below. Hygiene kits, indigent kits and/or new book kits ordered by the Client from ASC shall be deducted from the monthly commission monies, if applicable.

3. INVESTMENT

ASC will invest in the kiosks, computer equipment, software, and related materials as necessary to operate the commissary program for the Premises. Title to the equipment, software, and related materials shall be and remain in ASC's name during the term of this Agreement, and such equipment, software and related materials shall be removed from the Premises by ASC upon termination of this Agreement. ASC shall be responsible for the upgrade and repair of its equipment. Client shall be responsible for the provision of the office supplies needed to perform the inmate accounting functions.

4. ASC'S ACCOUNTING TO CLIENT FOR COMMISSARY SERVICES

ASC will bill Client weekly for the commissary sales, payment to be received by ASC within ten (10) business days from invoice. Commissions paid to Client shall be paid on a monthly basis and accompanied by a detailed sales statement for the Client's review.

5. VENDORS.

In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity.

END EXHIBIT A

EXHIBIT B

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of compliance and provide a copy of each such verification to Cherokee County at the time of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

573923

EEV/Basic Pilot Program User Identification Number

Larry G Vaughn

By: Authorized Office or Agent of A&S Commissary Services, LLC

LARRY G Vaughn

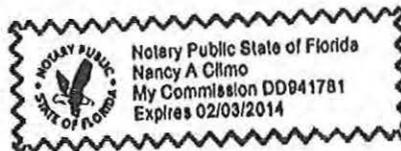
Printed Name of Authorized Office or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14th DAY OF September, 2012

Nancy A Climo

Notary Public
My Commission Expires:

2-3-2014



**Cherokee County, Georgia
Agenda Request Form**

MEETING DATE: October 2, 2012

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

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

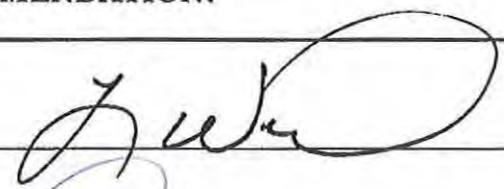
Approval to renew contract with Trinity Services Group, Inc. of Oldsmar Florida for the following: Provide food service to the inmates and staff of the Cherokee Sheriff's Office Adult Detention Center.

FACTS AND ISSUES: Trinity Services Group Inc. is the current vendor for food services and has been for the previous 10 years. Trinity has agreed to provide the same level of service for the next 12 months at an increase of \$0.02 per meal for a cost of \$0.82 for an average of 13,300 meals per week. The Sheriff's office **will not** be requesting an increase in the budget to cover this increase.

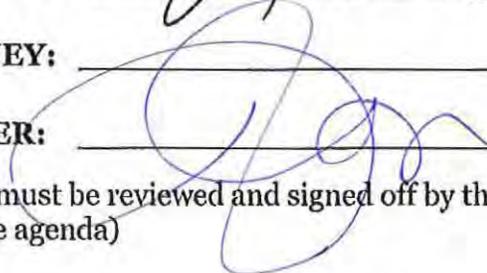
BUDGET: (If applicable)

Budgeted Amount:	\$ _____	Account Name: _____
Amount Encumbered	\$ _____	Account #: _____
Amount Spent to Date:	\$ _____	
Amount Requested	<u>\$575,000.00</u>	
Remaining Budget	\$ _____	
Budget Adjustment Necessary:	_____	

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:
DEPARTMENT HEAD: _____ 

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____ 

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

TRINITY SERVICES GROUP, INC.

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of September _____, 2012 by and between CHEROKEE COUNTY, GA. BOARD OF COUNTY COMMISSIONERS, with principal offices located at 1130 Bluffs Parkway, Canton, GA. 30114 ("Client"), and TRINITY SERVICES GROUP INC., a Florida corporation, principal offices located at 380 Scarlet Blvd., Oldsmar, Florida 34677 ("Trinity").

WITNESSETH:

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

WHEREAS, Trinity desires to perform such services for Client;

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

CLIENT'S GRANT TO TRINITY

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

TRINITY'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

SECTION 3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

SECTION 4 FINANCIAL ARRANGEMENTS

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

SECTION 5

INDEMNIFICATION INSURANCE

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

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

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

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

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

SECTION 6 COMMENCEMENT AND TERMINATION

6.1 UNLESS SOONER TERMINATED AS PROVIDED HEREIN, THE TERM OF THIS AGREEMENT SHALL BE FOR ONE YEAR, BEGINNING ON OCTOBER 1 2012 AND ENDING ON SEPTEMBER 30, 2013, WITH ONE-YEAR RENEWAL OPTIONS.

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

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

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

SECTION 7 INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 8 EXCUSED PERFORMANCE

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

SECTION 9 ASSIGNMENT

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

SECTION 10 ENTIRE AGREEMENT; WAIVER

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

SECTION 11 NOTICES

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

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

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

SECTION 12

GOVERNING LAW

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

SECTION 13 EMPLOYMENT STATUS OF CONTRACTOR PERSONNEL

It is the policy of Client that unauthorized workers shall not be employed to perform work on Client contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia, unless Trinity shall provide evidence on Client -provided forms, attached hereto as Exhibits "B" and "C," that it and Trinity's subcontractors have conducted a pre-employment verification of all employees who will perform work on the Client contract by utilizing the applicable federal work authorization program (currently referred to as the Employment Eligibility Verification System ("E-Verify)). The County Manager or his/her designee shall be authorized to conduct an inspection of Trinity's and Trinity's subcontractors' verification process to determine that the verification was correct and complete. Trinity and Trinity's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the Client contract.

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

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

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

CHEROKEE CO. BOARD OF COUNTY COMMISSIONERS

TRINITY SERVICES GROUP, INC.

By: _____
L.B. Ahrens, Chairman

Title: _____

Date: _____

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

Date: 9/8/12

Attest: Nancy C. H. O.
Name, Title: VP Admin - NANCY C. H. O.

[AFFIX CORPORATE SEAL]

EXHIBIT A

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

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

II. PAYMENT TERMS

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

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

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

III. BASIS OF FINANCIAL TERMS

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

EXHIBIT "B"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

573923
EEV / Basic Pilot Program User Identification Number

Larry G. Vaughn
BY: Authorized Officer or Agent Date
(Contractor Name)

CEO
Title of Authorized Officer or Agent of Contractor

Larry G. Vaughn
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
27 DAY OF September, 2011

Nancy A. Climo
Notary Public
My Commission Expires:
2-3-14

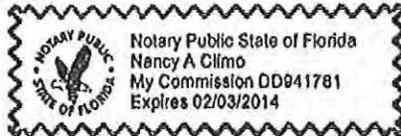


EXHIBIT "C"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

573923

EEV/Basic Pilot Program User Identification Number

Larry G. Vaughn

BY: Authorized Officer or Agent Date
(Subcontractor Name)

CEO

Title of Authorized Officer or Agent of Subcontractor

Larry G. Vaughn

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

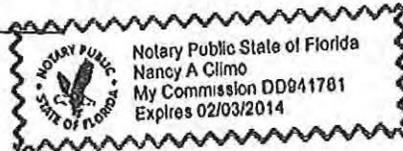
8th DAY OF *September*, 2011

Nancy A. Climo

Notary Public

My Commission Expires:

2-3-2014



Cherokee County, Georgia Agenda Request Form

MEETING DATE: October 2, 2012

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

SUBMITTED BY: Major Karen P. Johnson-Jail Administrator

COMMISSION ACTION REQUESTED:

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

FACTS AND ISSUES: Correct Health was awarded the contract to provide medical services to inmates last year. They have asked for an increase of \$10,000.00 in order to cover rising medical costs. However, the Sheriff's Office will **not** be asking for a budgetary increase to cover the added expenses. The rate for Correct Health will \$146,407.43 per month with a per diem rate of \$2.30 for each inmate over 600.

BUDGET: (If applicable)

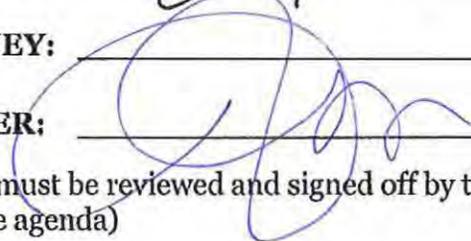
Budgeted Amount:	\$ _____	Account Name:	<u>Professional Services</u>
Amount Encumbered	\$ _____	Account #:	<u>1,3420,000-52.1260</u>
Amount Spent to Date:	\$ _____		
Amount Requested	<u>\$1,756,889.20</u>		
Remaining Budget	\$ _____		
Budget Adjustment Necessary:	_____		

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY: _____

DEPARTMENT HEAD: 

COUNTY ATTORNEY: _____

COUNTY MANAGER: 

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

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "COUNTY") and CORRECTHEALTH CHEROKEE, LLC (hereinafter referred to as "COMPANY"), is entered into as of the _____ day of _____, 2012 to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

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

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

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

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

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

ARTICLE I: HEALTH CARE SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE II: PERSONNEL

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

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

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

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

ARTICLE III: REPORTS AND RECORDS

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

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

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

ARTICLE IV: SECURITY

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

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

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

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

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

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

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

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

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 **Initial Term.** The initial term of this Agreement will be **October 1, 2012 through September 30, 2013**. This Agreement is renewable under like terms for an additional two (2) years, subject to negotiation of the service component and agreed-upon compensation adjustments, including CPI-W adjustment, unless

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

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

ARTICLE VII: COMPENSATION

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base compensation of **\$1,756,889.20**. This will be due in monthly payments of **\$146,407.43**. This compensation level assumes a maximum inmate population of 600 inmates.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.
- 8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY's obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in any way whatsoever.
- 8.3 Employment of Unauthorized Aliens Prohibited. It is the policy of COUNTY that unauthorized aliens shall not be employed to perform work on COUNTY contracts involving the physical performance of services. Therefore, the COUNTY shall not enter into a contract for the physical performance of services within the

State of Georgia, unless COMPANY provides evidence on COUNTY-provided forms that COMPANY and its subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the COUNTY contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of COMPANY's verification process to determine that the verification was correct and complete. COMPANY shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the COUNTY contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that COMPANY does not employ unauthorized aliens on COUNTY contracts. By entering into a contract with the COUNTY, COMPANY agrees to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where COMPANY is found to have employed an unauthorized alien, the County Manager or his/her designee may order COMPANY to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. COMPANY's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and COMPANY shall be liable for all damages and delays occasioned by the COUNTY thereby.

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

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

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

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

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

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

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

ARTICLE IX: MISCELLANEOUS

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

(a) COUNTY:

(b) COMPANY: CorrectHealth Cherokee, LLC
ATTN: Carlo A. Musso, M.D.
3384 Peachtree Road, NE, Suite 700
Atlanta, GA 30326

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

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

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

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

CHEROKEE COUNTY ("COUNTY")

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

CORRECTHEALTH CHEROKEE, LLC ("COMPANY")

By: Carlo A. Musso, M.D.
 Title: President / Managing Member
 Print Name: Carlo A. Musso, M.D.
 Date: 9/25/12
 Witness: Catherine S. Koehn

EXHIBIT A – STAFFING

AVERAGE INMATE POPULATION - 600	FTE	HOURS PER WEEK
Administration		
<i>Medical Director</i>	0.20	8
<i>Midlevel Provider (Nurse Practitioner or Physician Assistant)</i>	0.30	12
<i>Health Services Administrator</i>	1.00	40
<i>Administrative Assistant</i>	0.50	20
Clinical Staff		
<i>Registered Nurse</i>	2.30	92
<i>Licensed Practical Nurse</i>	10.40	416
Mental Health Staff		
<i>Psychiatrist</i>	0.175	7
<i>Mental Health Professional</i>	1.00	40
Dental		
<i>Dentist</i>	0.15	10
Medical Records		
<i>Medical Records Technician</i>	1.00	40
TOTAL STAFFING	17.025	697

Cherokee County, Georgia
Agenda Request

SUBJECT: Permanent Electrical Supplier for Cherokee County Aquatic Center **MEETING DATE:** 10/2/12
SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Proposal and Contract from Georgia Power to Supply Permanent Power to the Cherokee County Aquatic Center and Authorization for County Manager to Execute Power Easement Required for Underground Power.

FACTS AND ISSUES:

RFP# 2012-10 called for proposals to supply permanent power to the new Cherokee County Aquatic Center located on Gresham Mill Parkway off Sixes Road. Georgia Power, Sawnee EMC and Cobb EMC were all contacted. Sawnee and Cobb EMC declined to submit a proposal.

The Georgia Power proposal included 3 pricing options. County staff evaluated the each of the options and they are attached for your review. Staff recommendation is to accept Georgia Power's proposed Option 1: Fixed Based Price of 3.5¢ per kWh for the first year and RTP-DA price of 6.5¢ per kWh for years 2-5.

The fixed rate would provide very inexpensive power for the first 12 months which would be realized in FY2013 and FY2014. Future years would have a slightly higher per kWh rate under option 1 than that of option 2 but the total projected cost over the five years for options 1 and 2 are within \$5,400 of each other.

Finance and Procurement staff and the County attorneys worked with Georgia Power representatives on the service agreement. Georgia Power has agreed to the attached amendment to their standard agreement, to the E-Verify requirements, and the County's standard language as to term limits.

The easement is attached for your review along with the proposed routing by Georgia Power for primary power. The proposed route has been reviewed and found acceptable by New South Construction and Cherokee County. All power will be underground from the last pole at the edge of the property line. As a normal course of constructing and maintaining the primary power connection, Georgia Power has requested an easement from the property line to the meter. Therefore, we are also requesting authorization for the County Manager to execute the utility easement on the county's behalf.

BUDGET:

Budgeted Amount: \$54,447 Account Name: Electricity
Amount Encumbered: \$0 Account #: 225-6124000-531230
Amount Spent to Date: \$0
Amount Requested: \$54,447
Remaining Budget:
Budget Adjustment Necessary: NO – for future fiscal year, FY 2013 Budget not yet adopted
If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Acceptance of Proposal (Option 1: Fixed Based Price in Year 1) and Contract from Georgia Power to Supply Permanent Power to the Cherokee County Aquatic Center and Authorization for County Manager to Execute Power Easement Required for Underground Power.

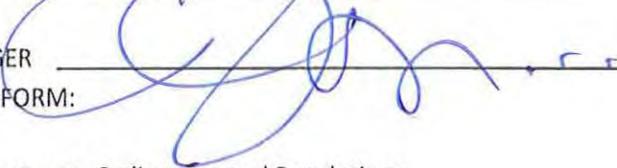
SIGNATURES TO FOLLOW

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR:  _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM:  _____

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____



Cherokee Recreation & Parks Agency



Evaluation of Georgia Power Proposal for Permanent Power Supply to Cherokee County Aquatic Center

The tables below show a comparison of Options 1 and 2 over the course of a five year period beginning in April of 2013 and ending in March of 2018.

Option 1 includes a fixed base price for Year 1 of 3.5¢ per kWh followed by 6.5¢ per kWh for years 2 through 5 or an average of 5.9¢ per kWh over the life of the contract. Option 2 provides for a rate of 5.94¢ per kWh for each of the 5 years.

The estimated consumption is based on a review of GA Power’s proposal, the initial Cherokee County Aquatic Center business plan and a review of the first 6 months of operations at the Cumming Aquatic Center which is very similar to the planned CCAC.

Based on this comparison, while we may see higher charges in years 3-5, we would expect to realize significant savings in the first two fiscal years, during the crucial start-up period for the aquatic center.

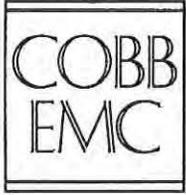
Therefore, our recommendation is to accept Option 1 with a fixed base price of 3.5¢ for the first year.

Option 1			
Fiscal Year	Rate/kWh	Estimated Consumption	Estimated Charges
FY13 (Apr – Sept)	3.5¢	1,555,638	\$ 54,447
FY14	3.5¢ & 6.5¢ - See Below ¹	2,709,252	\$ 141,493
FY15	6.5¢	2,709,252	\$ 176,101
FY16	6.5¢	2,709,252	\$ 176,101
FY17	6.5¢	2,709,252	\$ 176,101
FY18 (Oct – Mar)	6.5¢	1,153,614	\$ 74,985
5 Year Total			\$ 799,229

¹ October thru March @ 3.5¢ per kWh and April thru September @ 6.5¢ per kWh.

Option 2			
Fiscal Year	Rate/kWh	Estimated Consumption	Estimated Charges
FY13 (Apr – Sept)	5.94¢	1,555,638	\$ 92,405
FY14	5.94¢	2,709,252	\$ 160,930
FY15	5.94¢	2,709,252	\$ 160,930
FY16	5.94¢	2,709,252	\$ 160,930
FY17	5.94¢	2,709,252	\$ 160,930
FY18 (Oct – Mar)	5.94¢	1,153,614	\$ 68,525
5 Year Total			\$804,648

Post Office Box 369
Marietta, Georgia 30061
(770) 429-2100



March 14, 2012

Mr. Greg Dodgen
Cherokee County Procurement Director
1130 Bluffs Pky
Canton, GA 30144
Re: Cherokee County Aquatic Center

Dear Mr. Dodgen,

Thank you for the opportunity to bid on the Cherokee County Aquatic Center. After reviewing in detail the site plan, it is not feasible for us to bid on this project. Although we have distribution lines within one mile of the site, it is not economical for us to extend those lines across Interstate 575 to the Aquatic Center site.

Again, thank you for the opportunity to serve you. If you have any questions or need further information, please contact me at 678-355-3314. We look forward to working on future projects with Cherokee County.

Sincerely,

A handwritten signature in cursive script that reads "Tarrah Suggs".

Tarrah Suggs
Cobb EMC
C & I Account Representative

Christy Black

From: Bryan Reynolds
Sent: Wednesday, September 26, 2012 11:15 AM
To: Jerry Cooper; Christy Black
Cc: Janelle M. Funk; Bill Echols; Kristi Thompson
Subject: BOC Agenda Request for Permanent Power @ Cherokee County Aquatic Center
Attachments: BOC Agenda Request - CCAC Permanent Power_0001.pdf; Evaluation of GA Power Proposal for Permanent Power @ CCAC.pdf; Cobb EMC Declines to Propose.pdf; GA Power CCAC Proposal.pdf; Addendum to GA Power Agreement.pdf; GA Power Easements for CCAC.pdf

Good morning Jerry,

Attached please find the agenda request for permanent power at the aquatic center. I apologize for the length but it's been a long process in getting here and I wanted to be thorough and make sure you and the BOC had the information needed. As always, the request form summarizes the facts and issues.

1. We issued the RFP in March and we received one proposal, Georgia Power. Their complete proposal is attached.
2. Both Sawnee and Cobb EMC declined to propose. We did not receive written confirmation from Sawnee.
3. An evaluation of the two lowest cost options proposed by GA Power is also attached. Based on that evaluation, our recommendation is option 1 under their proposal. We feel it gives us the least expensive power in the first two fiscal years and virtually the same costs over the first five years as option 2.
4. Finance and Procurement staff along with the county attorneys worked with GA Power to secure their agreement to the attached amendment to their standard agreement. The amendment includes the county's standard language on term limits and E-Verify requirements.
5. Finally, we received the underground and distribution line easements from GA Power just this morning. They are also attached. We are asking for approval of these easements as well since GA Power tells us they cannot begin installation until these are in place. The easement exhibit shows the proposed routing of the primary power which has been reviewed and accepted by New South Construction and Cherokee County.

Thank you to Bill, Janelle, Kristi and Greg Dodgen for their help in getting to this point. If you have any questions, please let us know.

Thank you.

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

