

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

**Work Session**

**October 16, 2012**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. FY2013 Budget Presentation by Janelle Funk.
2. Discussion of changes to amend Chapter 10 in the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to changes in state law.
3. Discussion of Regular Agenda Items.

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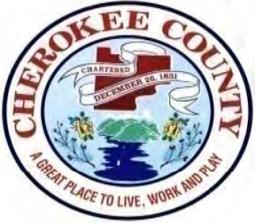
Executive Session to Follow



# Cherokee County Board of Commissioners

## 2013 BUDGET OVERVIEW





# 2013 Budget – Review Tools

- 2013 Budget Overview – 50+ Page Summary
  - Includes assumptions, review of major funds, headcount summary, review of significant expenditures, glossary of all funds
- 2013 Budget Book
  - Includes Operating Statements and Headcount Reports (By Position Description) for Each Department
  - Just the General Fund is 200+ pages
- Both posted to County Website on October 10, 2012
- Hard Copy Available for Public Review – See County Clerk
- Public Hearing on October 16, 2012 at 6 pm in Cherokee Hall (BOC Meeting Room at Bluffs Admin Building)
- BOC to Consider Adopting FY2013 Budget on November 6, 2012 at 6 pm in same location

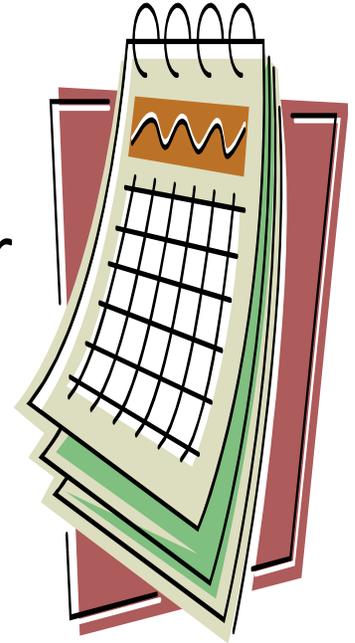


# 2013 Budget Overview

- Change in Fiscal Year
- Total County-Wide Budget Summary
- Revenue Assumptions/Expense Guidance
- One-Time Funding Sources
- Headcount
- Individual Review of Significant Operating Funds
- Capital Funds/Debt Service Funds Review
- Review of Significant Expenditures
- Glossary of All Funds



# Change In Fiscal Year



Cherokee County is changing our fiscal year

- from January 1 – December 31
- to October 1 – September 30

## Benefits:

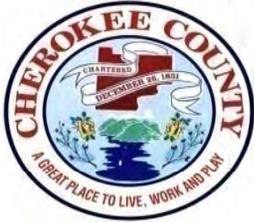
- Better matching of current year revenues with current year expenses – so we can operate on a truer cash basis
- More transparent presentation of fund/cash balances at September 30
- Budget preparation will be closely timed with millage rate setting process (millage rates adopted in late July)
- Health insurance plan runs Oct 1 – Sept 30



# Change In Fiscal Year

## First Year Implementation

- 2012 was a short year: January 1 – September 30 (9 months)
  - 2013 Budget Reports reflect historical calendar years, but also a “12 month comparable” to 2012 (see columns under “Calendar Year Comparison”)
  - We believe providing a “12 month comparable” is more transparent to interested parties – so they can see true budget changes
- Fiscal Year 2013 will be: Oct 1, 2012 – Sept 30, 2013
- We will complete annual audit/2012 CAFR in Jan – March 2013 timeframe (deadline to State March 31, 2013)
- We will be developing the 2014 Budget shortly after
- The 2013 Millage Rate will be based on very close estimate of 2014 Budget requirements



# County Wide Summary

<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$182.8	\$133.7	\$193.0
12 Month Comparable	\$182.8	\$189.9	\$193.0
2012 v 2011 Increase		3.9%	
2013 v 2012 Increase			1.6%

**On a comparative basis, the 2013 Budget has increased \$3.1M, or 1.6%**

- **Operational expenses** decreased \$1.7M, or -1.5%
- **Capital investment spending** increased \$4.9M, or 6.7%
  - Increased SPLOST spending driven by spending remaining SPLOST V reserves on existing projects & beginning projects from the renewed SPLOST (SPLOST 2012)
  - Capital spending includes the total spending for the Commerce Blvd project, but GDOT and Northside Hospital are reimbursing the County \$6.6M
    - Considering the reimbursement, capital spending is actually decreasing \$1.7M, or -2.4%
- **If the Commerce Blvd reimbursement is considered for the Total, the FY 2013 Budget would be \$3.5M, or 1.8% less.**

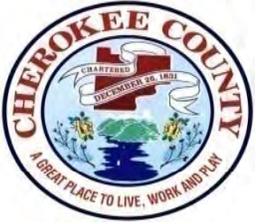


# County Wide Summary - Operations

	2012 Annualized Budget	2013 Budget	Change	%
General	53,323,855	52,775,715	(548,140)	-1.0%
Admin/Allocated Costs	1,997,255	2,661,305	664,050	33.2%
Office of Economic Dev	999,408	999,408	0	0.0%
<b>Total General Fund</b>	<b>56,320,517</b>	<b>56,436,428</b>	<b>115,911</b>	<b>0.2%</b>
Fire	17,725,461	17,723,775	(1,686)	0.0%
EMS	6,722,459	6,968,122	245,663	3.7%
E911	4,223,487	4,255,577	32,090	0.8%
Insurance Premium Tax	6,476,401	6,432,803	(43,598)	-0.7%
Parks & Rec (CRPA)	3,056,924	3,733,030	676,106	22.1%
Insurance & Benefits	10,004,024	9,942,354	(61,670)	-0.6%
Senior Services	1,166,844	1,117,834	(49,010)	-4.2%
Animal Shelter	1,002,159	940,283	(61,876)	-6.2%
Transportation	1,233,068	1,179,810	(53,258)	-4.3%
Fleet Maint	1,604,120	1,482,716	(121,404)	-7.6%
<b>Other Major Ops Funds</b>	<b>53,214,947</b>	<b>53,776,304</b>	<b>561,357</b>	<b>1.1%</b>
<b>Total Major Operations</b>	<b>109,535,464</b>	<b>110,212,732</b>	<b>677,268</b>	<b>0.6%</b>
<b>Total Other Funds</b>	<b>7,933,702</b>	<b>5,509,672</b>	<b>(2,424,030)</b>	<b>-30.6%</b>
<b>TOTAL OPERATING</b>	<b>117,469,166</b>	<b>115,722,404</b>	<b>(1,746,762)</b>	<b>-1.5%</b>

## GENERAL FUND NOTE

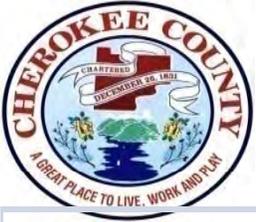
- \$774k utility/ insurance costs covered by the Jail Fund in 2011 and 2012 were transferred back to the General Fund for FY 2013.
- This does not represent an increase in spending – just a transfer of fund sources.
- The Sheriff Office allowed the county to use the Jail Fund for 2yrs to avoid/limit millage rate increases.
- Excluding this transfer, General Fund Expenses would have *decreased* 1.2%.



# County Wide Summary - Capital

	2012 Annualized Budget	2013 Budget	Change	%
Impact Fees	133,333	757,829	624,496	468.4%
SPLOST V (2006-2012)	29,238,576	11,101,797	(18,136,779)	-62.0%
SPLOST 2012 (2012-2018)	9,999,783	33,831,909	23,832,126	238.3%
Parks Bond	20,144,000	18,669,294	(1,474,706)	-7.3%
Total Capital Projects	59,515,692	64,360,829	4,845,137	8.1%
Debt Service	12,921,636	12,945,417	23,781	0.2%
<b>TOTAL CAPITAL RELATED</b>	<b>72,437,328</b>	<b>77,306,246</b>	<b>4,868,918</b>	<b>6.7%</b>
Less GDOT/Northside Reimbursement for Commerce Blvd		(6,600,000)	(6,600,000)	
<b>NET CAPITAL SPENDING</b>	<b>72,437,328</b>	<b>70,706,246</b>	<b>(1,731,082)</b>	<b>-2.4%</b>

- Governmental accounting requires the full \$8.0M cost of Commerce Blvd to be reported as an expenditure, even though we will receive \$6.6M as reimbursement for this project in SPLOST.
- Considering the reimbursement, net capital spending will actually decrease by \$1.7M, or 2.4%



# County Wide Summary – “Net”

	2012 Annualized Budget	2013 Budget	Change	%
<b>TOTAL OPERATING</b>	<b>117,469,166</b>	<b>115,722,404</b>	<b>(1,746,762)</b>	<b>-1.5%</b>
<b>TOTAL CAPITAL RELATED</b>	<b>72,437,328</b>	<b>77,306,246</b>	<b>4,868,918</b>	<b>6.7%</b>
<b>ALL FUNDS</b>	<b>189,906,494</b>	<b>193,028,650</b>	<b>3,122,156</b>	<b>1.6%</b>

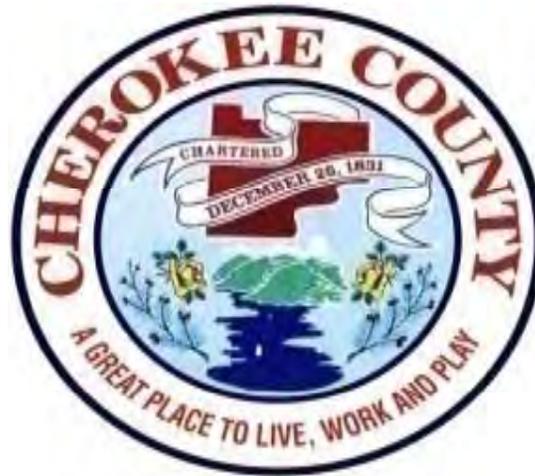
For governmental accounting purposes, we show our 2013 Budget is increasing



	2012 Annualized Budget	2013 Budget	Change	%
<b>TOTAL OPERATING</b>	<b>117,469,166</b>	<b>115,722,404</b>	<b>(1,746,762)</b>	<b>-1.5%</b>
<b>TOTAL CAPITAL RELATED</b>	<b>72,437,328</b>	<b>77,306,246</b>	<b>4,868,918</b>	<b>6.7%</b>
<b>COMMERCE BLVD REIMB</b>	<b>0</b>	<b>(6,600,000)</b>	<b>(6,600,000)</b>	
<b>NET CAPITAL RELATED</b>	<b>72,437,328</b>	<b>70,706,246</b>	<b>(1,731,082)</b>	<b>-2.4%</b>
<b>ALL FUNDS - NET</b>	<b>189,906,494</b>	<b>186,428,650</b>	<b>(3,477,844)</b>	<b>-1.8%</b>

But our net spending, after reimbursement from GDOT & Northside Hospital for Commerce Blvd, is actually less than the 2012 Annualized Budget





# Review of Capital Funds

2013 BUDGET



# SPLOST FUNDS

SPLOST V AND SPLOST 2012 combined for comparability



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$31.6	\$26.2	\$44.9
Annualized Budget	\$31.6	\$39.2	\$44.9
2012 v 2011 Increase		24.1%	
2013 v 2012 Increase			14.5%

- **Significant drivers of \$5.7M, or 14.5% increase:**
- Capital funds function much differently than operating funds.
- With SPLOST funding, projects are planned over several years, and revenues are spent as the projects are undertaken/completed.
- Therefore, spending can vary year-to-year depending on the project plan.
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased taxes on residents.
- The FY2013 Budget includes the gross cost of the Commerce Blvd project. However, GDOT and Northside Hospital will be reimbursing SPLOST funds \$6.6M. Considering this reimbursement, the net SPLOST spending will be \$38.3M, which is actually a decrease of \$900K (-2.3%) when compared to 2012 Budgeted SPLOST expenditures.
- See next slide for remaining projects and planned spending of reserves.



**Library Facilities & Books \$2.8M**



**SPLOST V\* Spending of Reserves = \$11.1M**



**Emergency Communication Systems \$400k**



**Fire Department \$2.7M**

- Training Center \$2.5M
- Misc Cap \$225k

\*SPLOST V sales taxes were collected 2006 - 2012



**Parks & Recreation \$1.2M**

- Cherokee Mills Lake Allatoona Project, \$450k
- Various Other, \$750k
- Carryforward to Future Years \$1.4M



**Law Enforcement \$4.0M**

- Training Center \$1.9M
- Reimbursement to General Fund for SO Vehicles/ Equipment Purchased 2006 – 2011 \$2.1M



**Ambulances \$600k**



**Fire Department \$1.7M**

- Training Center \$1.3M
- Misc Cap \$400k



**Animal Control Vehicles \$60k**



**SPLOST 2012\***  
**Spending = \$33.8M**



**Roads & Bridges \$22.0M**  
**Commerce Blvd Reimb (\$6.6M)**  
**Net R&B Spending \$15.4M**



**Emergency  
Communication  
Systems \$250k**



**Law Enforcement \$1.9M**

- Training Center \$1.5M
- Vehicles \$417k



**Cities Portion \$7.2M**  
**Debt Service \$139k**

\*SPLOST 2012 sales taxes will be collected 2012 – 2018  
Project Plan for all years can be found on page SL-8 of the FY2013 Budget Book

# Parks for Cherokee

**Parks Bond 2013 Spending = \$18.7M**



Project  
Mgmt/Admin  
\$276k



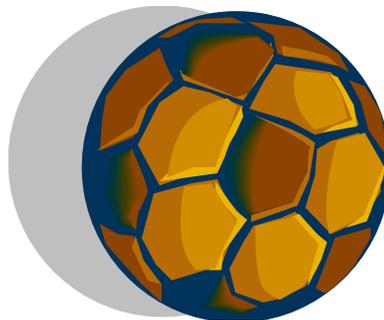
Aquatic Center \$9.9M



Blankets Creek  
Bike Trails \$503k



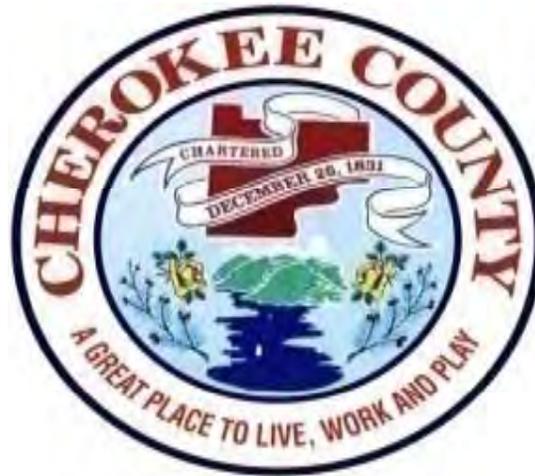
Waleska \$925k



Park Equipment  
\$146k



City Parks & Recreation  
Projects  
\$6.9M



# Revenue Assumptions/ Expense Guidance

2013 BUDGET



# Revenue Assumptions

## TAXES (2013 BUDGET = \$101.1M)

- Property Taxes:
  - Millage Rates: General Fund 5.825, Fire Fund 3.394 Parks Bond 0.780
    - Property Tax bills mailed in mid September 2012
    - Assumed similar cashflow as 2011
    - Per county revenue policy (which is consistent with other counties), revenue received within 60 days of the end of the fiscal year is counted in that year
      - In other words, property tax revenue received in Oct & Nov 2012 for the 2012 assessment, is counted as FY 2012 revenue (~ \$5.0M)
    - From a calendar year perspective – assumed 100% of assessed amount is collected, 99% recorded as Current Year and 1% recorded as Prior Year
- SPLOST Taxes:
  - Average Per Month:
    - 2008 = \$2.45M | 2009 = \$2.35M | 2010 = \$2.34M | 2011 = \$2.42M | 2012 Sept YTD = \$2.58M
    - 2013 Budget = \$2.42M
      - Even if FY 2013 SPLOST collections are > Budget, we are already not budgeting to spend all collections; excess revenues would be saved in SPLOST reserves.



# Revenue Assumptions

- Insurance Premium Tax:
  - 2011 revenue (received in Oct 2011), increased \$800k over historical and budget due to consideration of 2010 census
  - 2010 Actual/2011 Budget = \$5.7M
  - 2011 Actual/2012 Budget/2013 Budget = \$6.5M
- All Other Taxes:
  - Cable television franchise tax, bank franchise tax, hotel/motel tax, alcohol excise tax all budgeted = 2012 Annualized Run Rate (as of August YTD)

## **LICENSES & PERMITS (2013 BUDGET =\$1.4M)**

- Business Licenses
  - Budget for renewals = collections as of August 2012 (\$450K)
  - New business licenses budgeted at \$4k/month which is ~ 2011 and 2012 actual experience
- Building Inspection
  - Budgeted based on 2012 Annualized Run Rate
- Beer & Wine License
  - For 12 months: 2012B = \$207,500, 2012F = \$264,100, 2013B = \$250,000



# Revenue Assumptions

## INTERGOVERNMENTAL/GRANTS (2013 BUDGET = \$8.8M)

The more significant amounts budgeted in this revenue category are planned in the following funds:

- Multiple Grant Fund: the 2013 Budget represents only known grants. As new grants are received throughout the year, budget amendments will be completed. 2013 Budget = \$302K
- CDBG Fund: the 2012 Budget was based on the total grant award. The 2013 Budget has been adjusted to plan only the grant award that is anticipated to be spent. 2013 Budget = \$1.4M
- Senior Services Fund: the 2013 Budget = \$593K (represents federal & state grants)
- Transportation Fund: the 2013 Budget = \$611K (represents federal & state grants)
- SPLOST Fund: GDOT LMIG Grant for Roads & Bridges, 2013 Budget = \$5.7M

## CHARGES FOR SERVICES (2013 BUDGET = \$32.9M)

Please see County-Wide Budget/Forecast Report beginning on page CW-10 for 60 individual revenue accounts. However, most accounts budgeted at 2012 Annualized Run Rate – except for known variances:

- Actual amounts received for Impact Fees in 2012 was much higher than budgeted. The 2013 Budget was increased to the 2012 full year forecast.



# Revenue Assumptions

## CHARGES FOR SERVICES (continued)

- Ambulance fees increased in 2012. We recognize we are experiencing issues with our third party biller that need to be resolved. We budgeted 2013 closer to 2011 actual levels. Ambulance revenues represent billings, not collections.
- Animal Shelter Fees increased to reflect new fee schedule to begin October 1, 2012.
- New phone card revenue added to E-911 Fund. Collections to begin October 2012.
- New revenue accounts added for Aquatic Center fees to be charged when center opens. This new revenue is budgeted to cover new expenses.

## FINES & FORFEITURES (2013 BUDGET = \$6.3M)

- All fines for all courts budgeted at 2012 Annualized Run Rate.
- In 2012, State Court fines were lower than budget and prior year, so the 2013 Budget has been lowered to be more closely aligned. Fortunately fine increases in Superior Court and Magistrate Court have partially offset this decrease.

## INTEREST REVENUE (2013 BUDGET = \$27k)

- In 2009 interest revenue was \$487k, \$183k in 2010, and \$51k in 2011. 2012 annualized forecast ~ \$50k.



# Revenue Assumptions

## MISCELLANEOUS REVENUE (2013 BUDGET = \$4.4M)

- Because miscellaneous revenue can be one-time, lump payments – we budgeted conservatively for only known items.
- 2013 Budget increased over 2012 annualized budget mainly due to a \$2.3M one time reimbursement budgeted in SPLOST Fund from Northside Hospital for Commerce Blvd.
- Rents and Royalties – In 2013, a new operator for the Recycling Plant will generate \$608K that will be used to cover 50% of the debt service in the RRDA Fund.

## BOND PROCEEDS (2013 BUDGET = \$0M)

- No bond issues are planned for 2013.



# General Fund Revenue Analysis

## 2013 Budget v 2012 Budget

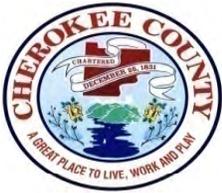
	2012 BUDGET	2013 BUDGET	2013	
			VARIANCE TO 2012 BUDGET	VARIANCE EXPLANATION
PROPERTY TAXES	36,169,154	35,765,705	(403,449)	Collected more in Prior Year Taxes than budgeted. FY 2013 Budget assumes 100% collection of 2012 Levy. Also, shift from real property to motor vehicles. Includes penalties.
MOTOR VEHICLE TAXES	3,021,916	3,553,098	531,182	New car purchases driving higher digest for Motor Vehicles. FY 2013 Budget assumes higher digest x millage rate.
OTHER TAXES	2,269,400	2,407,000	137,600	Intangible taxes (related to mortgage refinancing) increased to recent peak level in FY 2012. FY 2013 budgeted higher than 2012 Budget, but not as high as 2012 Forecast.
LICENSES & PERMITS	787,300	754,800	(32,500)	Beer & wine license revenue up, but business licenses below budget.
INTERGOVERNMENTAL	42,000	42,000	-	
LANDFILL FEES	1,530,000	1,530,000	-	
OTHER CHARGES FOR SERVICES	4,786,750	4,808,941	22,191	FY 2013 Budgeted very close to FY 2011 Actual and FY 2012 Forecast. Category includes commissions on tax collections, probation fee, prisoner housing, etc.
FINES & FORFEITURES	4,927,800	4,798,177	(129,623)	State court fines budgeted in line with 2012 Forecast - which is much lower than 2011 Actual and 2012 Budget. Decrease partially offset by Magistrate Fines budgeted +15%, and Superior Court +4%.
INVESTMENT REVENUE	5,500	10,000	4,500	
MISCELLANEOUS & REIMBURSEMENTS	630,991	636,707	5,716	
TRANSFERS IN FROM OTHER FUNDS	84,733	2,130,000	2,045,267	SPLOST Reimbursement for Sheriff Office Vehicles purchased in prior years - needed to avoid millage rate increase.
<b>TOTAL REVENUES</b>	<b>54,255,544</b>	<b>56,436,428</b>	<b>2,180,884</b>	



# General Fund Revenue Analysis

## 2013 Budget v 2012 Forecast

			2013 VARIANCE TO 2012	
	2012 FORECAST	2013 BUDGET	FORECAST	VARIANCE EXPLANATION
PROPERTY TAXES	36,324,271	35,765,705	(558,566)	Collected more in Prior Year Taxes than budgeted. FY 2013 Budget assumes 100% collection of 2012 Levy. Also, shift from real property to motor vehicles. Includes penalties.
MOTOR VEHICLE TAXES	3,452,558	3,553,098	100,540	New car purchases driving higher digest for Motor Vehicles. FY 2013 Budget assumes higher digest x millage rate.
OTHER TAXES	2,760,226	2,407,000	(353,226)	FY2012 was a higher year for intangible tax collections (related to mortgage refinancing). 2010A was \$720k, 2011A was \$690k, so FY 2013 was budgeted more in line with historical trend at \$700k vs \$927k 2012F.
LICENSES & PERMITS	792,087	754,800	(37,287)	
INTERGOVERNMENTAL	43,493	42,000	(1,493)	
LANDFILL FEES	1,538,004	1,530,000	(8,004)	
CHARGES FOR SERVICES	4,816,073	4,808,941	(7,132)	
FINES & FORFEITURES	4,760,146	4,798,177	38,031	
INVESTMENT REVENUE	14,959	10,000	(4,959)	
MISCELLANEOUS & REIMBURSEMENTS	743,971	636,707	(107,264)	This account includes insurance reimbursements - we budget the revenue and expense lower. We also only budget for other known items.
TRANSFERS IN FROM OTHER FUNDS	72,977	2,130,000	2,057,023	SPLOST Reimbursement for Sheriff Office Vehicles purchased in prior years - needed to avoid millage rate increase.
<b>TOTAL REVENUES</b>	<b>55,318,765</b>	<b>56,436,428</b>	<b>1,117,663</b>	



# General Fund Revenue Analysis

## 2013 Budget v 2007 Actual

Since 2007, the General Fund's revenue sources have decreased significantly....

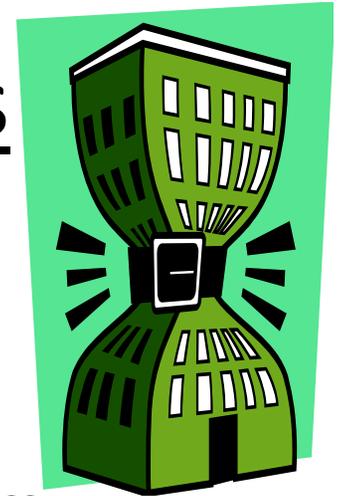
	<b>2007 ACTUAL</b>	<b>2013 BUDGET</b>	<b>2013 V TO 2007 ACTUAL</b>
PROPERTY TAXES	34,753,330	35,765,705	1,012,375
MOTOR VEHICLE TAXES	2,715,084	3,553,098	838,014
OTHER TAXES	3,217,856	2,407,000	(810,856)
LICENSES & PERMITS	2,079,778	754,800	(1,324,978)
INTERGOVERNMENTAL	35,433	42,000	6,567
LANDFILL FEES	2,669,192	2,060,000 (1)	(609,192)
CHARGES FOR SERVICES	5,043,178	4,808,941	(234,237)
FINES & FORFEITURES	5,913,619	4,798,177	(1,115,442)
INVESTMENT REVENUE	1,030,304	10,000	(1,020,304)
MISCELLANEOUS & REIMBURSEMENTS	1,817,151	636,707	(1,180,444)
TRANSFERS IN FROM OTHER FUNDS	711,391	2,130,000	1,418,609
<b>TOTAL REVENUES</b>	<b>59,986,316</b>	<b>56,966,428</b>	<b>(3,019,888)</b>

(1) For comparability, the 2013 Budget was adjusted to reflect the amount of Landfill fees committed to Animal Shelter. These fees were not committed in 2007.

...the County has been challenged to provide the same level of quality services to our residents, when so many funding sources have decreased.



# Expense Budget Assumptions



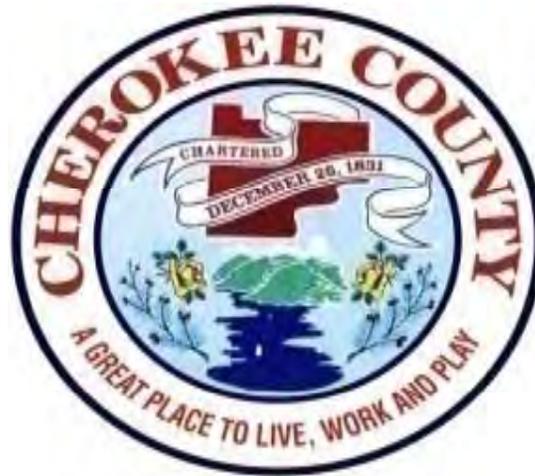
- In general, all departments were instructed to limit their FY2013 Budget to a 12 month annualization of the 2012 Budget.
  - Exceptions:
    - Any increase or decrease included in the millage rate setting process
    - Timing differences for lump-sum expense payments (e.g., the annual financial audit requiring full payment in first 9 months of 2012 would not require 12 month annualization for 2013)
- All department budgets were reviewed by Finance “Budget Liaisons” to confirm the 2013 Budget was not simply a re-request of the prior year budget – but based on amounts required to carryout operations in FY2013.
- New revenue and expense has been added for the Aquatic Center and Drug Court to start in FY 2013. The Aquatic Center will be 100% funded by user and sponsor fees and the Drug Court will be funded by grants and a transfer from the DATE Fund.



# One-Time Funding Sources

**The following one-time/limited funding sources were needed to avoid a millage rate increase and balance the FY2013 Budget:**

- Utilization of Pension Credit \$1.9M
  - this is the third year this credit has been utilized
  - it is unlikely it can be utilized a fourth year for FY2014
- \$2.1M reimbursement of SPLOST to General Fund for previously purchased assets



# Headcount/Personnel Summary

2013 BUDGET



# Budgeted Headcount - Overview

- For the FY 2012 Budget, 37 FT positions were eliminated through an Incentivized Selective Retirement Plan (ISRP) and other reorganization changes.
- When the 2012 Budget was presented, we estimated these changes would generate a net annualized savings of ~ \$1.0M.
- In FY 2013, the County increased budgeted headcount – mainly due to the Aquatic Center.
  - Gross FT Headcount from 1,159 to 1,164...a net increase of 5
  - Gross PT Headcount from 214 to 284...a net increase of 70
- None of the new headcount requires additional taxpayer funding. New headcount is either covered by Aquatic Center revenue, or grant funding/legally restricted fine revenue.
- The next page provides a summary – but please see pages CW22 – CW48 in the FY 2013 Budget Book for details by each Fund/Dept/Position.



# Budgeted Headcount – Net Changes

## Net Changes by Fund and Department (2013B v 2012B)

<u>General Fund:</u>	FT	PT	Total
County Manager	1	-1	0
District Attorney	-1	1	0
Information Technology	0	-1	-1
Magistrate Court	0	1	1
<b>Total General Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>
<u>Parks &amp; Rec Fund:</u>			
Parks & Rec (Programs)	0	-3	-3
Parks & Rec (Aquatic Center)	5	46	51
Parks & Rec (Athletics)	0	26	26
<b>Total Parks &amp; Rec</b>	<b>5</b>	<b>69</b>	<b>74</b>
<u>Victim Witness Fund</u>	<b>1</b>	<b>0</b>	<b>1</b>
<u>Drug Accountability Court</u>	<b>1</b>	<b>0</b>	<b>1</b>
<u>Roads &amp; Bridges</u>	<b>-1</b>	<b>1</b>	<b>0</b>
<u>Fire/EMS:</u>			
Fire	0	1	1
EMS	0	-1	-1
<b>Total Fire/EMS</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Fleet</b>	<b>-1</b>	<b>0</b>	<b>-1</b>
<b>Grand Total Net Change</b>	<b>5</b>	<b>70</b>	<b>75</b>

## The County will have two new departments for 2013:

- Parks & Recreation Aquatic Center will require 5 FT and 46 PT positions. However, the cost of the additional positions is covered by new revenues.
- The new Drug Accountability Court will require 1 FT position. This department will be funded by grants and existing reserves collected in the DATE Fund.

## Other additions/deductions:

- IT reduced by 1 PT position.
- Magistrate Court added 1 new PT Judge. Magistrate Court will operate with more judges working less hours.
- Victim Witness Fund added 1 new Victim Witness Advocate - this position is grant funded.
- Parks Programs/Athletics added 23 net PT positions. This increase represents more employees working fewer hours; it is not an additional cost to taxpayers.
- Fleet reduced headcount by 1 FT mechanic position due to work force/expense reduction.
- Roads & Bridges converted 1 FT position to a PT position.
- To better distinguish between permanent PT & temporary seasonal positions, FY 2013 Headcount reports will reflect 102 PT positions have been identified as seasonal.



# Personnel Cost Overview

- On CW-14, Employee Compensation is reported as increasing \$787,707.

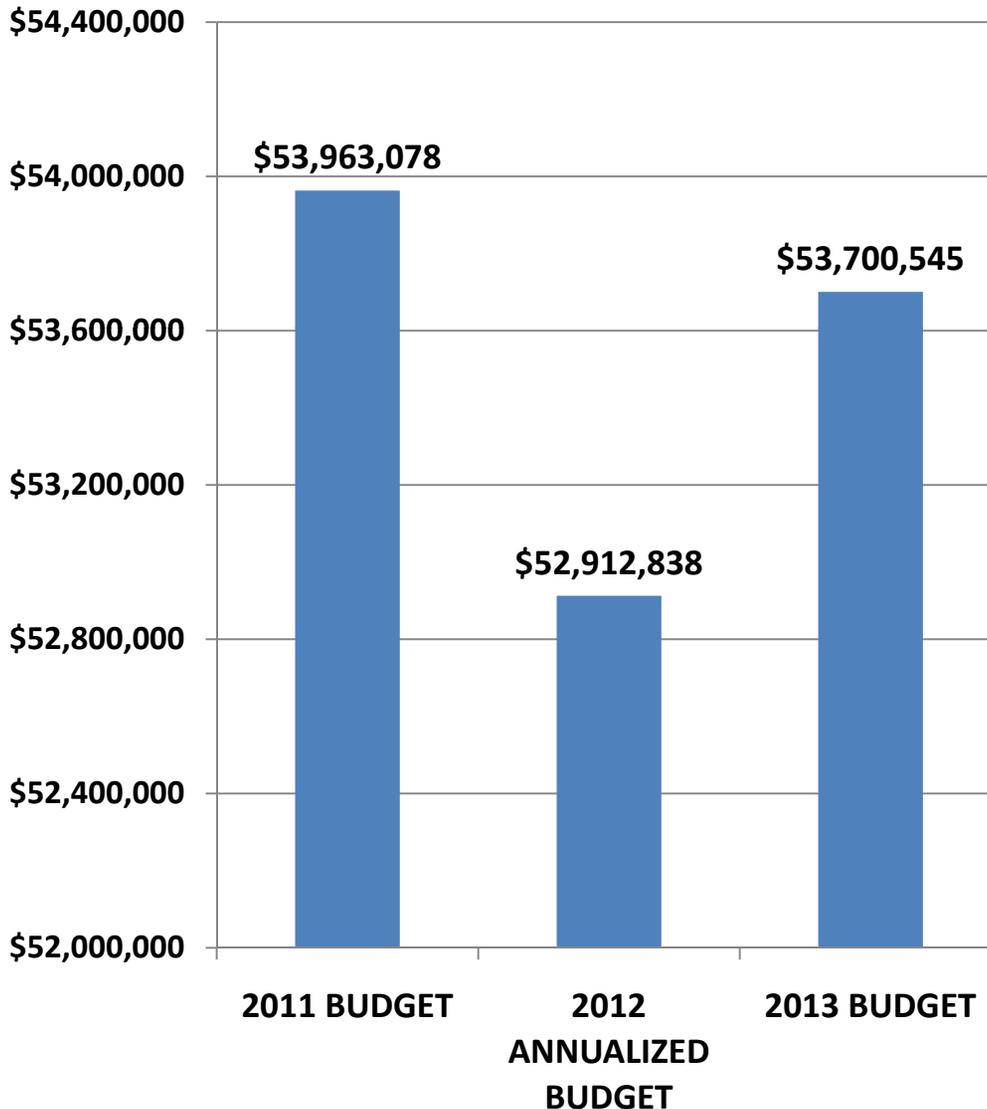
	2012			Variance 2012 v 2011	Variance 2013 v 2012
	2011 BUDGET	ANNUALIZED BUDGET	2013 BUDGET		
Gross Full Time Positions	1,196	1,159	1,164	(37)	5
Gross Part Time Positions	182	214	284	32	70
Total Salaries/Compensation	\$53,963,078	\$52,912,838	\$53,700,545	-\$1,050,240	\$787,707

- However, the additional costs are either covered by new Aquatic Center revenue or grant funding/legally restricted fines.



# Personnel Costs Continued

## Total Salaries/Compensation



## 2013 v 2012 Salary Changes:

* Sheriff Office - Budget At Full Staffing	\$378,016
* Aquatic Center (Funded by Revenues)	\$340,969
* Drug Court (Funded by Grants/Fines)	\$29,224
* Fire Fund (Funded within Total Budget)	\$77,117
* Other Net Changes	-\$37,619
<b>Total Increase</b>	<b>\$787,707</b>

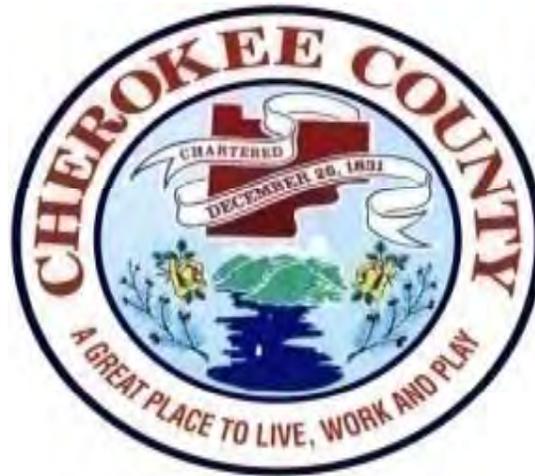


# Permanent Active Headcount

	*Average # of Filled Positions Throughout Time Period						Variance 2013 v 2012
	*2008 Actual Avg	*2009 Actual Avg	*2010 Actual Avg	*2011 Actual Avg	2012 Orig Budget	2013 Budget	
Gross Full Time Positions	1,221	1,208	1,210	1,150	1,159	1,164	5
Less Positions Vacant for Military Leave					(4)	(2)	
<b>Total Active Full Time Positions</b>	<b>1,221</b>	<b>1,208</b>	<b>1,210</b>	<b>1,150</b>	<b>1,155</b>	<b>1,162</b>	
Gross Part Time Positions	124	107	136	119	214	284	70
Less Positions Vacant for Military Leave					(1)	-	
<b>Total Active Part Time Positions</b>	<b>124</b>	<b>107</b>	<b>136</b>	<b>119</b>	<b>213</b>	<b>284</b>	
Less Seasonal/ Temporary Part Time					(55)	(102)	
<b>Total Active "Permanent" Part Time Positions</b>	<b>124</b>	<b>107</b>	<b>136</b>	<b>119</b>	<b>158</b>	<b>182</b>	
<b>Total Permanent Active County Employees</b>	<b>1,345</b>	<b>1,314</b>	<b>1,346</b>	<b>1,269</b>	<b>1,313</b>	<b>1,344</b>	
State Employees	18	18	18	18	18	18	
<b>Total Permanent Headcount Supporting County</b>	<b>1,362</b>	<b>1,332</b>	<b>1,364</b>	<b>1,287</b>	<b>1,331</b>	<b>1,362</b>	<b>31</b>

This chart is meant to:

- Reflect the number of average headcount required to support the County's operations
- Compare Total Permanent Active County Employees from 2008 Actual to 2013 Budget



# Review of Major Operating Funds

2013 BUDGET



# General Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$58.0	\$42.2	\$56.4
Annualized Budget	\$58.0	\$56.3	\$56.4
2012 v 2011 Decrease		-2.8%	
2013 v 2012 Increase			0.2%

## Significant drivers of \$116K, or 0.2% increase:

- Attorney fees increased \$350k.
- The Sheriff's Office was able to limit 2012 personnel spending in order to purchase needed vehicles, and created a budget amendment to do so. FY2013 is budgeted to fully cover personnel. Because of this, the 2013 personnel budget increased by \$390k as compared to 2012 – and capital decreased by \$560k.
- Elections decreased \$103k for lighter election year.
- Transfer to RRDA decreased \$608k (new operator of Recycling Plant budgeted to cover 50% of debt service costs).
- Expenses previously covered by Jail Fund will be transferred back to the General Fund in 2013 (Utilities/Insurance of \$774k); however, this does not represent new spending, but rather just a transfer of funding source.
- Workers Comp Admin fees decreased \$133k (primarily due to timing of Admin fees).



# General Fund Transfers

The General Fund provides support to the following funds:

<u>Interfund Transfers</u>	<u>2012 Annualized Budget</u>	<u>2013 Budget</u>	<u>Variance</u>
EMS Fund	662,278	686,860	24,582
Parks & Rec Fund	735,256	729,802	(5,454)
Transportation Fund	198,837	232,669	33,832
Animal Shelter Fund	240,796	188,067	(52,729)
Senior Services Fund	513,633	501,428	(12,205)
RRDA Fund	1,216,727	608,747	(607,980)
Grant Match	52,205	46,557	(5,648)
<b>Total</b>	<b>3,619,732</b>	<b>2,994,130</b>	<b>(625,602)</b>

- EMS Fund: We recognize we have issues with our third party biller, which has impacted cash collections. It is being addressed, but still required a slight increase in the transfer for FY 2013.
- Transportation Fund: We increased over the 2012 Budget, but is primarily related to the county's required match for the State to fund 6 replacement buses. This is a one-time capital cost.
- Animal Shelter Fund: We decreased the transfer to reflect the increased fees that will be charged starting 10/1/12.
- RRDA Fund: We decreased the transfer in 2013 because funding will be received from the company assuming operations of the Recycling Plant.



# Fire Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$18.4	\$13.2	\$17.7
Annualized Budget	\$18.4	\$17.7	\$17.7
2012 v 2011 Increase		-3.9%	
2013 v 2012 Decrease			0.0%



- The Fire Fund experienced variances by expense type, but limited the 2013 Budget to 2012 levels.
- As a reminder, the 2012 Budget decreased so significantly as compared to 2011 due to reduced personnel costs (related to the 2011 incentivized selected retirement program).

*Note: The Fire District millage rate for 2012 is 3.394. In addition, the Fire District receives fire protection revenue from cities in the county of \$1.0M.*



# EMS Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$6.8	\$5.0	\$7.0
Annualized Budget	\$6.8	\$6.7	\$7.0
2012 v 2011 Decrease		-0.5%	
2013 v 2012 Increase			3.7%

**Significant drivers of \$246k, or 3.7% increase:**

- Increase is mainly due to increased billing which leads to increased Bad Debt Expense. This is a non-cash item.



*Note: True cash expenses are budgeted to be \$4.1M. The EMS Fund is budgeted to generate enough cash collections to cover 83% of its expenditures. The General Fund only provides 17% of this fund's cash requirements.*



# E911 Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$4.3	\$3.1	\$4.3
Annualized Budget	\$4.3	\$4.2	\$4.3
2012 v 2011 Decrease		-1.1%	
2013 v 2012 Increase			0.8%



**Significant drivers of \$32k, or 0.8% increase:**

- Primarily due to one-time carpet/fixture replacement of \$32K
- New revenues generated from prepaid phone cards are expected to eventually cover the increased expenses.

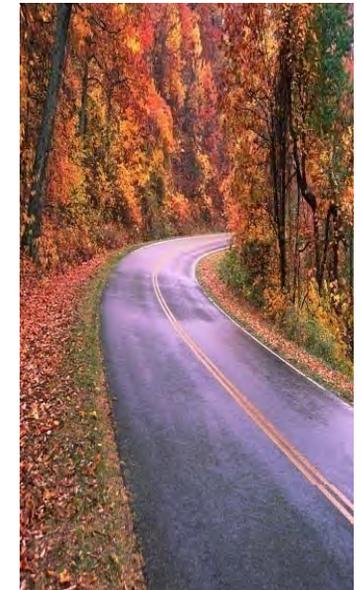
*Note: The E911 Fund receives no support from the General Fund/property taxes. All revenues are collected through fees charged by phone companies for landlines, cell phones and now prepaid services.*



# Insurance Premium Tax Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$6.4	\$4.9	\$6.4
Annualized Budget	\$6.4	\$6.5	\$6.4
2012 v 2011 Increase		0.6%	
2013 v 2012 Decrease			-0.7%



## **Factors contributing to the fund decreasing \$44k or 0.7%:**

- The Insurance Premium Tax Fund provides the following services:
  - Development Services Center, Engineering, Building Inspections, Planning & Zoning, GIS/Mapping, Animal Control, Roads & Bridges, Conservation Administration, and Code Enforcement
  - The small budget variance is primarily related to a full assessment of FY2013 budget requirements, resulting in small decreases among almost all departments.

*Note: The Georgia Commissioner of Insurance collects insurance premium tax from insurance companies and distributes to counties based on population. This revenue is intended to cover services provided primarily to residents of the unincorporated area. Therefore, services provided by departments in this fund are not funded by property taxes.*

Version: 10/16/2012 for Work Session





# Parks & Recreation Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$2.6	\$2.3	\$3.7
Annualized Budget	\$2.6	\$3.1	\$3.7
2012 v 2011 Increase		16.1%	
2013 v 2012 Increase			22.1%



**Significant drivers of \$676k, or 22.1% increase:**

- The Parks & Recreation organization will add the Aquatic Center into their operations. This program will add \$704k to expenses, but also \$708k to revenues.
- As a reminder, the 2012 Budget increased over 2011 when CRPA added Cherokee Youth Basketball to their operations. CYB added \$350k to expenses, but was covered by CYB program revenue.

*Note: CRPA is budgeting \$2.1M in program fees and contributions to cover 57% of expenditures. Alcoholic beverage taxes provide an additional \$871K of funding. Together, CRPA expenditures are 80% covered by sources other than property tax.*



# Senior Services Fund

<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$1.3	\$0.9	\$1.1
Annualized Budget	\$1.3	\$1.2	\$1.1
2012 v 2011 Increase		-7.0%	
2013 v 2012 Decrease			-4.2%



## Significant drivers of \$49k, or 4.2% decrease:

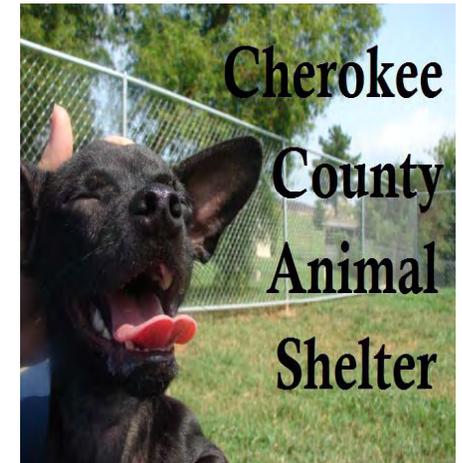
- The Senior Center will receive less grant funding in 2013 so expenditures were decreased to match.

*Note: The Senior Center is budgeting to receive \$593k in federal and state grants for operations . This covers 53% of operating expenditures.*



# Animal Shelter Fund

<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$1.0	\$0.8	\$0.9
Annualized Budget	\$1.0	\$1.0	\$0.9
2012 v 2011 Increase		5.3%	
2013 v 2012 Decrease			-6.2%



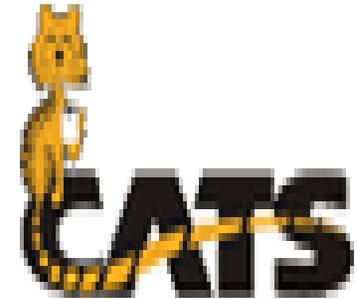
## Significant drivers of \$62k, or 6.2% decrease:

- In 2012 the Animal Shelter had a significant amount budgeted for the installation of glass kennel doors in the Adoption Building. The project was funded 100% with donations. The project is almost complete so these expenditures decreased by ~ \$60K.
- The shelter will also increase fees and add a new Owner Surrender Fee which will decrease the amount needed from the General Fund by \$53K.

*Note: This fund receives \$540k of revenue funding from Landfill Hosting Fees, \$196k from adoption fees, contributions, and other shelter services. Therefore, 78% of funding is received from sources other than property tax.*



# Transportation Fund



<b>BUDGETS</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$1.6	\$0.9	\$1.2
Annualized Budget	\$1.6	\$1.2	\$1.2
2012 v 2011 Decrease		-24.9%	
2013 v 2012 Decrease			-4.3%



## Significant drivers of \$53k, or 4.3% decrease:

- The county has elected not to utilize all the available federal funding for capital in FY2013.

*Note: This fund is budgeted to receive \$611k in grant support. Other revenue is budgeted at \$336k. Therefore 80% of expenditures are budgeted to be covered by sources other than property taxes.*



# Transportation Fund

(continued from previous page to show breakdown of services)



## REVENUE

	Urban "Canton" Route (FIXED)	Rural Route (5311)	Van Pool (G266)	Urban Route Fed Grant - Capital Only (ARRA1)	Rural Route Fed Grant - Capital Only (ARRA2)	TOTAL
Grant Funding	\$19,200	\$245,000	\$105,513	\$191,428	\$50,000	\$611,141
Passenger Fares	\$20,900	\$32,800	\$0	\$0	\$0	\$53,700
Other External Revenue	\$0	\$282,300	\$0	\$0	\$0	\$282,300
<b>TOTAL REVENUE</b>	<b>\$40,100</b>	<b>\$560,100</b>	<b>\$105,513</b>	<b>\$191,428</b>	<b>\$50,000</b>	<b>\$947,141</b>

<b>TOTAL EXPENSES</b>	<b>\$128,693</b>	<b>\$677,798</b>	<b>\$131,891</b>	<b>\$191,428</b>	<b>\$50,000</b>	<b>\$1,179,810</b>
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<b>GAIN/LOSS</b>	<b>(\$88,593)</b>	<b>(\$117,698)</b>	<b>(\$26,378)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$232,669)</b>
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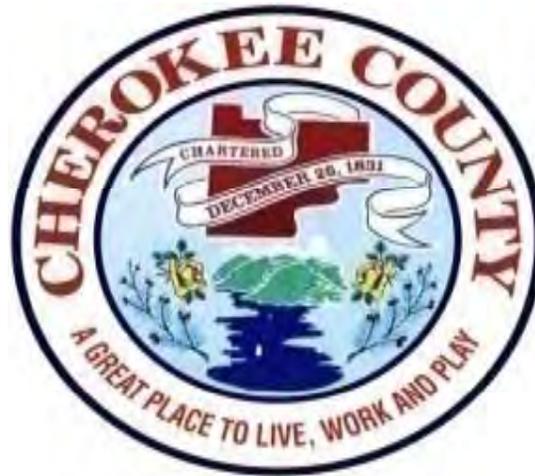
<b>GENERAL FUND TRANSFER</b>						<b>\$232,669</b>
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<b>BALANCE</b>						<b>(\$0)</b>
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<b>INCREASE IN GF TRANSFER AS COMPARED TO 2012</b>						<b>\$33,832</b>
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Note: General Fund Transfer increased primarily due to County's required match of \$36k for 6 replacement buses. This is a one year capital cost.

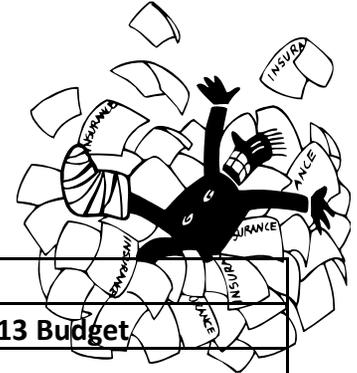


# Review of Significant Expenses

2013 BUDGET



# Workers Compensation



	TWELVE MONTH COMPARISON		
	2012 Estimated Budget**	2012 Forecast	2013 Budget
<b>Costs By Type</b>			
New Claims	\$443,061	\$505,863	\$573,710
Carryover Claims	\$462,005	\$363,257	\$411,500
Admin Costs	\$335,000	\$386,862	\$206,200
<b>Total County</b>	<b>\$1,240,066</b>	<b>\$1,255,982</b>	<b>\$1,191,410</b>
<b>Costs by Fund</b>			
General Fund	\$605,677	\$471,355	\$600,473
Fire Fund	\$220,364	\$365,578	\$203,073
EMS Fund	\$82,074	\$62,379	\$61,501
Other Funds	\$331,951	\$356,670	\$326,363
<b>Total County</b>	<b>\$1,240,066</b>	<b>\$1,255,982</b>	<b>\$1,191,410</b>
<p>In the effort to align major annual costs with the new fiscal year, the Excess WC policy renewal was for 15 months 7/15/12-10/1/13. This has resulted in higher administration costs in FY2012, but lowered admin costs in FY2013</p> <p># of Significant Carryover Claims for 2013: 3</p> <p># of Open Claims at September 21, 2012: 29</p>			

2013 Budget based on review of all open claims with Key Risk, our Third Party Administrator

\*\* 2012 Estimated Budget based on projection of true requirements that would have applied 1/1/2012 – 12/31/2012, not simply an annualization of costs



# Fuel



	<b>2011 Actual</b>	<b>2012 Budget</b>	<b>2012 Forecast</b>	<b>2013 Budget</b>
Fiscal Year	\$2.12	\$1.64	\$2.25	\$2.20
12 Month Annualized	\$2.12	\$2.19	\$2.25	\$2.20
2012B v 2011A Increase		3.2%		
2012F v 2012B Increase			2.8%	
2013B v 2012F Increase/Decrease				-2.2%

- Fuel cost projections vary almost weekly depending on hurricane activity, refinery outages, economy growth expectations, pipeline disruptions, etc.
- However, for FY 2013, industry analysts expect 2013 fuel prices to be ~ +2-3% as compared to 2012 .
- The final consolidated budget is budgeted less than analyst predictions, but all Departments/Agencies are counted on to manage their total budget and will adjust spending in other areas if necessary.
  - FY 2013 at analyst expectations: \$2.3M

EIA Release Date 10/10/2012: Avg 2013 gas/diesel cost to decrease  
Next EIA Release: 11/6/2012



# Electricity/Natural Gas/Water



	<b>2012 Budget</b>	<b>2012 Forecast</b>	<b>2013 Budget</b>
Fiscal Year	\$1.8	\$1.7	\$2.5
Annualized Budget	\$2.4	\$2.3	\$2.5
2012F v 2012B Decrease		-5.2%	
2013 v 2012 Increase			10.8%

- Utility costs were reviewed for each building.
- Since there is significant fluctuation with weather, budgets for each building were determined by month.
- While 2012 is forecast to be under budget, the 2013 Budget was not lowered because 2012 was an unusually warm winter and slightly cooler summer.
- The increase between the 2012 Annualized budget and the 2013 Budget is due to the addition of the Aquatic Center (however all Aquatic Center costs are covered by new Aquatic Center revenue).

EIA Release Date 10/10/2012:

Avg 2013 Natural Gas (Tcf): expected to increase 2%

Avg 2013 Electricity (per kwh): expected to increase 1.2%

Next EIA release date 11/6/2012



# Pension Funding



- The County contributed > the minimum contribution in previous years
- Due to higher contributions in the past, the county still has an “overfunding credit,” of ~ \$3.8M, even after utilizing the credit to reduce cash expenses in 2011 and 2012
- Of 95 counties participating in the ACCG Defined Benefit Plan, only 2 had credits (fortunately we saved in prosperous years!)
- In order to avoid an increase to the 2012 millage rate, the county will utilize \$1.9M credit again in FY 2013
  - The \$1.9M credit is attributable to the General Fund and other funds it supports
  - County wide our obligation would have been \$3.0M, but using the credit we will contribute \$1.1M instead
- Over the long-term, the County will still be required to fund the plan appropriately
- There is NO change to employee benefits



# Insurance & Benefits



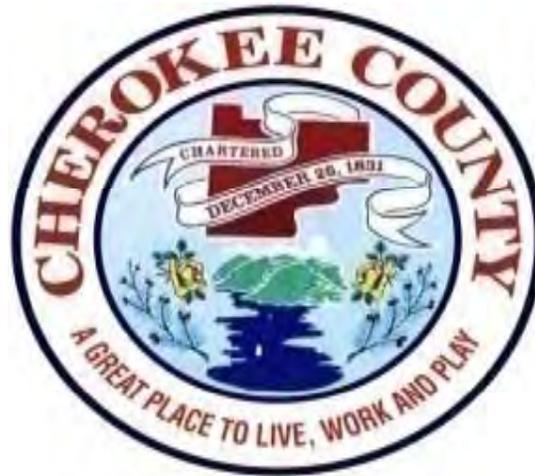
- No changes were made to Employer or Employee contributions for FY 2013
  - Employer contributions remained capped at \$5.7M for medical
  - Employee contributions = \$2.6M
- Combined 2013 Medical/Pharmacy inflation per Gallagher **+7.0%**, however this was offset by downward trend in medical claims, resulting in the 2013 Budget for medical claims ~ to 2012 Budget/Forecast
- BCBS Administration fees increased 3%, Stoploss insurance increased 12%
- FY 2013 Costs of LTD, STD, and Life Insurance budgeted slightly lower - in line with the 2012 Forecast
- Based on projected enrollment of 945 enrollees (employees & retirees), the Total 2013 Budget for Fund 605 – Insurance & Benefits = \$9.9M
  - This is ½% > than 2012 Budget, but fully covered by ER and EE contributions
  - Therefore, Unreserved Fund Balance at the end of FY 2013 will be ~ FY 2012, \$1.3M



FUND 605 - INSURANCE & BENEFITS FUND  
2013 MONTHLY BUDGET

3 5 4 4 4 5 4 5 4 4 5 5 52 Number of Fridays (Claim Paymen  
1.0 3.0 2.0 2.0 2.0 2.0 2.0 3.0 2.0 2.0 2.0 3.0 26.0 Number of Payrolls

	October	November	December	January	February	March	April	May	June	July	August	September	2013 BUDGET	2012 BUDGET @ 12MTHs	VARIANCE
<b>Self Insured</b>															
<b>Revenues</b>															
Health Insurance	320,092	960,275	640,183	640,183	640,183	640,183	640,183	960,275	640,183	640,183	640,183	960,275	8,322,385	8,323,725	(1,340)
Dental Insurance	25,127	75,381	50,254	50,254	50,254	50,254	50,254	75,381	50,254	50,254	50,254	75,381	653,299	629,249	24,050
Pharmacy Rebates	24,375	-	-	-	-	-	-	24,375	-	24,375	-	24,375	97,500	-	97,500
Stoploss	-	-	-	-	-	-	-	-	-	-	-	-	-	120,000	(120,000)
COBRA/Retiree Payments	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	168,000	144,000	24,000
<b>Total Revenue</b>	<b>383,594</b>	<b>1,049,656</b>	<b>704,437</b>	<b>704,437</b>	<b>704,437</b>	<b>704,437</b>	<b>704,437</b>	<b>1,074,031</b>	<b>704,437</b>	<b>728,812</b>	<b>704,437</b>	<b>1,074,031</b>	<b>9,241,185</b>	<b>9,216,975</b>	<b>24,210</b>
<b>Expenditures</b>															
Health Insurance	417,338	695,564	556,451	556,451	556,451	695,564	556,451	695,564	556,451	556,451	695,564	695,564	7,233,863	7,232,725	(1,138)
Dental Insurance	34,873	58,121	46,497	46,497	46,497	58,121	46,497	58,121	46,497	46,497	58,121	58,121	604,461	523,244	(81,217)
Broker Fees	-	18,250	-	-	18,250	-	-	18,250	-	-	18,250	-	73,000	73,000	-
Employee Support	1,846	5,538	3,692	3,692	3,692	3,692	3,692	5,538	3,692	3,692	3,692	5,538	48,000	48,000	-
Capitation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Services	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	996,686	920,128	(76,558)
Other Purchased Services - Other	99	99	99	99	99	99	10,099	99	99	99	99	99	11,188	11,250	62
Other Purchased Services - CHN	-	-	4,200	74,256	-	4,200	74,256	-	4,200	74,256	-	78,456	313,824	377,599	63,775
<b>Total Expenditures</b>	<b>537,213</b>	<b>860,630</b>	<b>693,996</b>	<b>764,052</b>	<b>708,046</b>	<b>844,733</b>	<b>774,052</b>	<b>860,630</b>	<b>693,996</b>	<b>764,052</b>	<b>858,783</b>	<b>920,836</b>	<b>9,281,022</b>	<b>9,185,946</b>	<b>95,076</b>
<b>Net Income/ Loss on Self Insured</b>	<b>(153,620)</b>	<b>189,026</b>	<b>10,441</b>	<b>(59,615)</b>	<b>(3,609)</b>	<b>(140,296)</b>	<b>(69,615)</b>	<b>213,401</b>	<b>10,441</b>	<b>(35,240)</b>	<b>(154,346)</b>	<b>153,195</b>	<b>(39,837)</b>	<b>31,028</b>	<b>(70,865)</b>
<b>Other Insurance - LTD, STD, Life Insurance</b>															
Total Revenue	28,060	80,179	54,120	54,120	54,120	54,120	54,120	80,179	54,120	54,120	54,120	80,179	701,555	703,845	(2,290)
Total Expenditures	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	661,332	695,837	34,505
<b>Net Income/Loss on Fully Insured</b>	<b>(27,051)</b>	<b>25,068</b>	<b>(991)</b>	<b>(991)</b>	<b>(991)</b>	<b>(991)</b>	<b>(991)</b>	<b>25,068</b>	<b>(991)</b>	<b>(991)</b>	<b>(991)</b>	<b>25,068</b>	<b>40,223</b>	<b>8,008</b>	<b>32,215</b>
<b>Total Revenue</b>	<b>411,653</b>	<b>1,129,835</b>	<b>758,557</b>	<b>758,557</b>	<b>758,557</b>	<b>758,557</b>	<b>758,557</b>	<b>1,154,210</b>	<b>758,557</b>	<b>782,932</b>	<b>758,557</b>	<b>1,154,210</b>	<b>9,942,740</b>	<b>9,920,820</b>	<b>21,920</b>
<b>Total Expense</b>	<b>592,324</b>	<b>915,741</b>	<b>749,107</b>	<b>819,163</b>	<b>763,157</b>	<b>899,844</b>	<b>829,163</b>	<b>915,741</b>	<b>749,107</b>	<b>819,163</b>	<b>913,894</b>	<b>975,947</b>	<b>9,942,354</b>	<b>9,881,784</b>	<b>60,570</b>
<b>Net Income/Loss for the Fund</b>	<b>(180,671)</b>	<b>214,095</b>	<b>9,449</b>	<b>(60,607)</b>	<b>(4,601)</b>	<b>(141,288)</b>	<b>(70,607)</b>	<b>238,470</b>	<b>9,449</b>	<b>(36,232)</b>	<b>(155,338)</b>	<b>178,264</b>	<b>386</b>	<b>39,036</b>	<b>(38,650)</b>
<b>Fund Balance Reconciliation:</b>															
Unreserved Fund Balance -	1,103,991	936,140	1,163,055	1,185,324	1,137,538	1,145,757	1,017,289	959,503	1,210,793	1,233,062	1,209,650	1,067,133	1,103,991		
Net/Income Loss for Month After															
Use of ERIP/ISRP Reserve	(167,851)	226,915	22,269	(47,787)	8,219	(128,468)	(57,787)	251,290	22,269	(23,412)	(142,518)	191,084	154,225		
End of Month Unreserved	936,140	1,163,055	1,185,324	1,137,538	1,145,757	1,017,289	959,503	1,210,793	1,233,062	1,209,650	1,067,133	1,258,216	1,258,216		
Reserved Fund Balance - Beginning	1,304,453	1,291,633	1,278,813	1,265,993	1,253,173	1,240,353	1,227,533	1,214,713	1,201,893	1,189,073	1,176,253	1,163,433	1,304,453		
Use of Reserve to Support Retirees	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(153,840)		
End of Month Reserved	1,291,633	1,278,813	1,265,993	1,253,173	1,240,353	1,227,533	1,214,713	1,201,893	1,189,073	1,176,253	1,163,433	1,150,613	1,150,613		
<b>Total 605 Fund Balance</b>	<b>2,227,773</b>	<b>2,441,868</b>	<b>2,451,317</b>	<b>2,390,711</b>	<b>2,386,110</b>	<b>2,244,822</b>	<b>2,174,216</b>	<b>2,412,686</b>	<b>2,422,135</b>	<b>2,385,903</b>	<b>2,230,566</b>	<b>2,408,830</b>	<b>2,408,830</b>		



# Fund Glossary

2013 BUDGET



# Glossary of Funds

- General Fund (100) – The main operating fund for Cherokee County. This fund is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources for the general fund include property taxes and fines and forfeitures. Departments under the general fund include Sheriff, Judicial Services, Tax Assessor/Commissioner and other administrative departments. The General Fund must also provide transfers to special revenue funds that cannot cover fund expenses without support.
- Law Library (205) – a special revenue fund to assist in financing the County Law Library. Revenues come from a special add-on amount to all court fines. The Law Library provides legal references for local lawyers and judges to assist them in researching cases and laws. These funds are legally restricted for this specific use by state law.



# Glossary of Funds

- Sheriff's Forfeitures Fund (210) – a special revenue fund to account for Sheriff's Forfeitures. These funds are legally restricted for specific use by state law.
- E-911 Fund (215) – a special revenue fund that provides emergency telephone communication/dispatch services for the County through special add on fees to land line telephones as well as wireless communications (collected by phone companies and remitted to the County). In late 2012 we will begin collecting these fees for prepaid phone cards. Police and fire services from both the County and the cities within the County are dispatched from this one Public Safety Answering Point. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Senior Services Fund (221) – a special revenue fund that provides services such as in-home homemaker aides, social and health activities to the County’s Seniors. Funding is provided primarily through the Atlanta Regional Commission on Aging and fees and donations from the community. The General Fund provides matches to the grants and also contributes an additional transfer of funds to cover all costs.
- Parks and Recreation Fund (225) – a special revenue fund that accounts for the activities of the Cherokee Recreation and Parks Agency (CRPA). CRPA provides a variety of sporting and recreational programs for youth and adults and also maintains the parks and recreation facilities throughout the County. Funding is provided by charges for activities and alcohol beverage taxes. Both revenue sources are committed to this fund by the BOC. The County General Fund contributes an additional transfer of funds to cover all costs.



# Glossary of Funds

- Insurance Premium Fund (230) – a special revenue fund with revenue provided by a tax assessed on insurance companies. This revenue is legally restricted to provide services primarily benefitting the residents in the unincorporated areas. Departments in this fund include Engineering, Roads & Bridges, Planning & Land Use, GIS, the DSC, and County Marshal.
- Transportation Fund (240) – a special revenue fund that accounts for the activities of the Cherokee Area Transportation System (CATS). CATS provides a variety of transportation services for County residents. Most of the revenue for this fund comes from grants which are legally restricted for specific use by state law.



# Glossary of Funds

- Multiple Grant Fund (250) – a special revenue fund that accounts for the purchases and projects related to the receipt of federal, state and local grants. These funds are legally restricted for specific use.
- Community Development Block Grant (CDBG) Fund (251) – a special revenue fund that accounts for CDBG and HOME grant receipts and the expenditures. The objective of the grant is the development of viable urban communities by providing support for decent housing and expanded economic opportunities for low and moderate income persons. CDBG does not require a county match, and the HOME match is provided by Habitat affiliate through sponsor fees. These funds are legally restricted for specific use.



# Glossary of Funds

- Animal Services Fund (252) – a special revenue fund that accounts for the activities of the Animal Shelter. The shelter provides adoption services, spay/neuter services, microchip service and euthanasia for unclaimed animals. Funding is provided by charges for services and landfill hosting fees. Both revenue sources are committed to this fund by the BOC. The General Fund contributes an additional transfer of funds to cover all costs.
- DA's Condemnation Fund (254) – a special revenue fund that accounts for confiscations by the Cherokee County District Attorney's office. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Drug Abuse Training and Education (DATE) Fund (255) – a special revenue fund that is dedicated to treating and educating individuals who have been in the court system for drug and alcohol related cases. The funding is a state authorized add-on fee to all drug and alcohol related cases and is legally restricted for specific use.
- Victim Assistance Fund (256) – a special revenue fund that is designated to help assist victims of crime. Revenue is provided by a 5% add-on to court fines. A portion of the funds provides for personnel in the District Attorney’s office who coordinate and manage cases where there is a need for victim support. Remaining funds are directed to outside agencies which specialize in victim assistance. The funds are legally restricted for specific use.



# Glossary of Funds

- DUI Court Fund (257) – a special revenue fund that accounts for the activities of the Cherokee County DUI Court. This court is a post adjudication court that is designed to coordinate substance abuse intervention with judicial support through an immediate sanction and incentive process. Funds are provided by fees charged to participants in the program and are legally restricted for specific use.
- Drug Court Fund (258) – a special revenue fund that accounts for the activities of the Cherokee County Drug Court. This fund is new for 2013. Funds are provided by fees charged to participants in the program plus grant revenue, and transfers from the DATE Fund, and are legally restricted for specific use.
- Fire District Fund (270) – a special revenue fund that is supported by a dedicated property tax millage that is legally restricted for Fire Emergency Services operations. The Cherokee County Fire and Emergency Services organization provides high quality, professional medical and fire protection services to the citizens of Cherokee County.



# Glossary of Funds

- Jail Fund (271) – a special revenue fund that is legally restricted by state law for maintenance and infrastructure improvements to the jail. Funding is provided through add-on fees to court fines. This fund is managed by the Sheriff’s office.
- Sheriff’s Commissary Fund (272) – a special revenue fund that accounts for the proceeds of jail inmate commissary sales. These funds are legally restricted for specific use by state law.
- Confiscated Assets Fund (273) – a special revenue fund that accounts for confiscated cash seizures by Cherokee County Law enforcement from drug related crimes. Funds are legally restricted by state law to be used for public safety purposes - except salaries of law enforcement personnel.



# Glossary of Funds

- Hotel/Motel Tax Fund (275) – a special revenue fund that accounts for a 6% tax on rental of hotel rooms within the County. Expenditures in this fund support economic development. These funds are legally restricted for specific use by state law.
- Impact Fee Fund (295) – a capital projects fund that is dedicated to capital and infrastructure construction and improvements as they relate to new development. Fees assessed on all new construction provide the revenues. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Parks Bond Fund (310) – a capital projects fund that accounts for expenditures of bond funds, approved by voters for Parks and Recreation. These funds are legally restricted for specific use by state law.
- SPLOST V Fund (322) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2006 - 2012. The proceeds of this special tax are designated for items in the referendum including a new administration building, courthouse renovations, public safety and senior center facilities and equipment, and transportation projects.
- SPLOST 2012 Fund (323) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2012 - 2018. The proceeds of this special tax are designated for items in the referendum including a jail expansion, public safety facilities & equipment, transportation and economic development projects.



# Glossary of Funds

- RRDA Fund (375) - accounts for the activities of the Resource Recovery Development Authority of Cherokee County (RRDA). The RRDA was created to acquire, construct and install a solid waste disposal and recycling facility. Bonds were issued in 2007 in the amount of \$18,145,000 for this construction. This facility will collect and recycle natural materials such as leaves, trees and debris. Ball Ground Recycling had managed this facility under a lease agreement, but the County is currently seeking a new operator. At the end of the lease, the company has an option to purchase the facility from the county.
- Debt Service Fund (410) – a debt service fund that accounts for the accumulation of resources for payment of General Obligation Bonds. Proceeds from a dedicated property tax millage are collected to make payments on bonds related to Parks. Transfers from SPLOST funds cover payments on bonds related to SPLOST.
- Conference Center Fund (555) – an enterprise fund that accounts for the activities of the Northside Cherokee Conference Center. The Conference Center is located at the County Administration Building and opened in late 2008. The Center features 8,000 square feet of space, dining room for almost 600 people and full catering services. Charges for renting the facility and transfers from the Hotel/Motel Tax Fund pay for all expenses.



# Glossary of Funds

- Emergency Medical Services (EMS) Fund (580) – an enterprise fund that provides medical and ambulance services to citizens of Cherokee County. Revenues are derived from patient and insurance billings for these services. The General Fund contributes an additional transfer of funds to cover all costs.
- Insurance & Benefits Fund (605) – an internal service fund that accounts for such items as health, dental, long-term and short-term disability and life insurance for the employees of the County. Amounts are transferred into this fund and allocated to departments through payroll based on actual employee costs.



# Glossary of Funds

- Fleet Maintenance Fund (610) – an internal service fund which provides maintenance and vehicle services for all county vehicles including the Fire Department, Sheriff Office and heavy duty equipment. Costs are allocated to each department on a monthly basis.



## Cherokee County Board of Commissioners

### 2013 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in January. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	8th	22nd
February	5th	19 <sup>th</sup>
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17th

COUNTY OF CHEROKEE )  
 )  
STATE OF GEORGIA )

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER TEN (10) OF THE CODE OF ORDINANCES, CHEROKEE COUNTY, GEORGIA RELATING TO REGULATION OF DANGEROUS DOGS AND VICIOUS DOGS; TO PROVIDE FOR DEFINITIONS; TO PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the governing authority of Cherokee County, to wit, the Board of Commissioners (the “Board”), desires to exercise such authority in adopting this Ordinance; and

WHEREAS, the Georgia General Assembly in 2012 has adopted (in the form of House Bill 685) changes to the state statutes regarding regulation of dangerous dogs and vicious dogs; and

WHEREAS, the Board finds that it is in the public interest to amend the language of Chapter 10 of the Code of Ordinances, Cherokee County, Georgia as set forth hereinbelow, relating to regulation of dangerous dogs and vicious dogs in order to bring said regulations into conformity with the new state law;

**NOW, THEREFORE,** BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA as follows:

1.

The Code of Ordinances, Cherokee County, Georgia, Sec. 10-26, shall be amended in its entirety to read as follows:

**Sec. 10-26. – Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian, or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 36 hours, regardless of where such animal may be found or kept.

*Adequate food* means sufficient quantity of noncontaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

*Adequate shelter* means a protective covering for an animal that is of adequate size and provides adequate protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four sides with a door opening, a constructed floor, and a roof. It should also be clean, dry, and compatible with current weather conditions, in addition to age, size, species, and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below freezing. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of November through March. From April through October, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two

inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

*Adequate space* means a sufficient safe space for adequate exercise suitable to the age, size, species, and breed of animal. For dogs, adequate space means an enclosure with a minimum of 150 square feet per dog.

*Adequate water* means clear, drinkable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, and rancid/contaminated water.

*Animal* means any living organism, except a plant, bacterium, or human, which can move voluntarily and has specialized sense organs, included domesticated animals and fowl.

*Animal control board* means the board constituted and appointed by the board of commissioners to perform the duties of the animal control board under this chapter.

*Animal control facility* means and includes any vehicle, building, structure, pasture, paddock, pond, impoundment area or premises where any animal is kept or housed by Cherokee County for the purpose of impounding or harboring stray, homeless, abandoned, unwanted, neglected or abused animals.

*Animal control officer* means the county marshal or his/her designees, **who shall serve as dog control officers for purposes of Article III of this Chapter, as contemplated by Title 4, Chapter 8, Article 2 of the Official Code of Georgia.**

**Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to Article III of this Chapter.**

*Cruelty* means causing death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.

*Dangerous dog* **means any dog that:**

**(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;**

**(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or**

**(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.**

~~a classification made by an animal control officer for any dog that has without provocation inflicted severe injury on a human being or another domestic animal or, if such dog has previously been classified as a potentially dangerous dog, has aggressively bitten, attacked or endangered the safety of a human being or domestic animal without provocation. However, no dog may be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime. The definition shall not be construed to include any dog that is part of a governmental organization or a trained guard dog in performance of its duties.~~

*Dogs' running at large* means any dog not under immediate control, not on a leash, not at heel, not beside a competent person, not in a vehicle driven or parked, or not confined within the property limits of his owner. Hunting and tracking dogs are deemed under the control of the owner when hunting with the landowner's permission. Working farm dogs are deemed under the control of the owner when acting in conjunction with farming operations and/or otherwise under the general command of the owner.

*Domestic animal* means an animal that, through long association with humans, has been adapted to human living conditions.

*Fighting dog* means any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting. Fighting dogs are illegal in Cherokee County.

*Guard or protection dog* means any dog trained for the purpose of protecting individuals from assault and/or preventing property loss or damage. A dog shall not be considered a guard or protection dog if it otherwise meets the criteria for being defined as a dangerous dog, ~~potentially dangerous dog,~~ or vicious dog.

*Impoundment* means the act of taking physical possession and control of an animal by an animal control officer or other officer empowered to act by law and transporting it to the animal control facility.

*Livestock* means and includes horses, cows, goats, pigs, or any other hoofed animal used for pleasure or profit. Fowl and rabbits are expressly included within this definition.

*Necessary veterinary care* means veterinary medical attention appropriate to the circumstances, whenever an animal is known or suspected to have suffered an injury, accidental or deliberate, or exhibits signs of disease process such as shock, temperature fluctuation, tremors, swelling, broken bones, open wounds, inability to eat or drink, blistering, irregular or abnormal breathing, partial or total paralysis, abnormal discharge or bleeding, mange, or other signs of health problems.

*Owner* means any **natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.** ~~firm, corporation, partnership, association, and/or other legal entity, who or which owns, possesses, harbors, keeps, feeds, maintains, or knowingly causes or knowingly permits an animal to be harbored or kept, or has an animal in his/her care, or who permits an animal to remain on or about his/her premises.~~

~~Without limiting the generality of the foregoing, any adult at whose residence a dangerous dog or potentially dangerous dog is kept or found shall be presumed to be an owner of such dog and shall have the burden of rebutting such presumption. If an animal has more than one owner, any one of such owners may be prosecuted for violations whether or not any other owners are also prosecuted.~~

*Police officer* means any law enforcement officer empowered to make arrests or cause to be issued citations or summonses in unincorporated areas of this county.

~~*Potentially dangerous dog* means a classification made by an animal control officer for any dog with a known propensity, tendency, or disposition to make unprovoked attacks, cause injuries, or otherwise threaten the safety of any human being or domestic animal. Potentially dangerous dog shall also mean any dog which, when unprovoked, inflicts a bite upon a human being or domestic animal or chases or approaches a human being or domestic animal on any public property in a vicious or terrorizing manner in an apparent attitude of an attack. A dog shall not be considered a potentially dangerous dog if the attack, injury, or threatening conduct by the dog was sustained by, or targeted at, a person who, at the time, was committing a willful trespass~~

~~or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

*Proper enclosure* means an enclosure that meets all of the following criteria:

- (1) A structure which is suitable to prevent the entry of young children and to prevent the dog from escaping;
- (2) A structure with secure sides and a secure top attached to all sides;
- (3) A structure whose sides are so constructed at the bottom so as to prevent the dog's escape by digging under the sides. The sides must either be buried two feet into the ground or sunken into a concrete pad;
- (4) A structure which provides appropriate protection from the elements for the dog. The structure must contain adequate shelter inside it;
- (5) A structure which is inside a perimeter or area fence;
- (6) The gate to the structure shall be of the inward-opening type and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or providing food and water.

*Provocation* means committing a willful trespass or other tort upon the premises occupied by the owner or possessor of the animal, or teasing, tormenting, or abusing the animal or committing or attempting to commit a crime against a person.

*Sanitary conditions* means an animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

~~Severe~~ **Serious injury** means **any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, or lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ**  
~~any injury which results in a broken bone, lacerations severe enough to require multiple sutures or to render cosmetic surgery necessary or appropriate, puncture wounds that intrude below the surface of the skin, or death.~~

~~Vicious dog, consistent with O.C.G.A. § 4-8-41(6),~~ means **a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack**  
~~any dog that inflicts a severe injury on a human being without provocation after the owner has notice that the dog has previously bitten or attacked or endangered the safety of a human being; or any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting.~~

~~Such term shall not include a dog that inflicts any injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties. A dog shall not be a vicious dog if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

2.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article III, shall be amended in its entirety to read as follows:

**Sec. 10-71. - Title and purpose.**

**(a)** The purpose of this article shall be to implement the provisions of O.C.G.A. § 4-8-~~1~~ ~~20~~, et seq. (the "act"), relating to dangerous dog **and vicious dog** control, and in some instances, to strengthen the requirements of the act in furtherance of a community that is safe and secure from the harms of dangerous and **vicious** ~~potentially dangerous~~ dogs. Nothing contained in this article shall be deemed to amend or supersede any other ordinances relating to animal control. Violations of this article shall be punishable as provided in the act.

**(b)(1) Any dog classified prior to July 1, 2012 as a potentially dangerous dog in Georgia shall on and after that date be classified as a dangerous dog under this article.**

**(2) Any dog classified prior to July 1, 2012 as a dangerous dog or vicious dog in Georgia shall on and after that date be classified as a vicious dog under this article.**

**(c) The owner of any dog referred to in subsection (b) of this section shall come into compliance with all current provisions of this article by January 1, 2013.**

**Sec. 10-72. - Exceptions.**

No dog shall be classified as a dangerous dog, or **vicious** ~~potentially dangerous~~ dog ~~as a result of an injury upon a human being or other animal inflicted at a time when~~ **for actions that occur while** the dog ~~is~~ ~~was~~ being used by a ~~law enforcement~~ **police officer** ~~or military officer~~ to carry out the ~~law enforcement~~ **police or military** officer's official duties. No dog shall be considered a dangerous dog, or **vicious** ~~potentially dangerous~~ dog **if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to**

~~commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia, as a result of an injury inflicted by the dog upon a person who, at the time of injury, was committing a willful trespass or other tort; who was tormenting, abusing or assaulting the dog or had done so in the past; or who was attempting to commit a crime. If the person injured is a child of tender years, the age, understanding, and capacity of such child shall be considered to determine whether such child was capable of committing a willful trespass or other tort or a crime.~~

**Sec. 10-73. - Classification as dangerous dog or ~~potentially dangerous~~ vicious dog; notice to owner.**

(a) **Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within the County, the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.** When the animal control officer classifies any dog as a dangerous dog or a ~~potentially dangerous~~ **vicious** dog under this article, the animal control officer shall notify the dog's owner **within 72 hours** of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address. ~~If a dog has more than one owner, notice to one owner shall be sufficient for purposes of this article. If there is a question as to the dog's ownership, notice shall be deemed sufficient if sent to the last person who received a citation for the dog.~~

(2) The notice shall include a summary of the animal control officer's ~~findings~~ **determination of** ~~that form the basis for~~ the dog's classification as a dangerous or a ~~potentially dangerous~~ **vicious** dog.

(3) The notice shall be dated and shall state that the owner has a right to request a hearing on the classification within 15 days ~~from~~ **after** the date ~~of~~ **shown on** the notice.

(4) The notice shall state that the animal control board shall conduct the hearing.

(5) The notice shall state that if the owner does not request such a hearing within **the allotted time** ~~15 days from the date of the notice~~, the classification of the dog as a dangerous dog or ~~potentially dangerous~~ **vicious** dog shall ~~become final and conclusive~~ **effective** for all purposes **under this article**.

(6) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such a request.

(b) When the animal control board receives a request for a hearing from an owner, it shall schedule such a hearing within 30 days of receipt of the request, **provided that such hearing may be continued by the animal control board for good cause shown.**

The animal control board shall notify the owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing; such notice shall be made to the owner at least ten days prior to the date of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence.

The animal control board shall also receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination to sustain, modify, or overrule the classification of the dog by the animal control officer. Within ten days of the date of the hearing, the animal control board shall notify the owner in writing, by certified mail or statutory overnight delivery, of its determination on the matter. If the determination is made that the dog is a dangerous dog or **vicious** ~~potentially dangerous~~ dog, the notice shall specify the date upon which that determination is effective. **If the determination is that the dog is to be euthanized pursuant to subsection (d) below, the notice shall specify the date by which the euthanasia shall occur.** Unless the board determines that a later date is appropriate in a particular case, the effective date of the determination shall be the date of the animal control officer's classification.

~~(e) If the identity of the owner of a dog which the animal control officer has classified as a dangerous dog or potentially dangerous dog cannot be determined, the dog shall be immediately confiscated.~~

~~If the dog's owner claims such a dog, the dog shall be released to its owner, together with a copy of the notice specified in subsection (a) of this section, upon proof of strict compliance with all provisions of this chapter. If the dog remains unclaimed for five days, the dog shall be euthanized in an expeditious and humane manner. Under no circumstances shall such dog be placed for adoption. In addition, all fees as described in this article must be paid before the dog will be released.~~

**(c) A dog that is found, after notice and opportunity for hearing as provided in this Section, to have caused serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.**

**Sec. 10-74. - Requirements for possession of dangerous or ~~potentially dangerous~~ **vicious** dog.**

(a) Any owner, possessor, guardian, or custodian of a dangerous or ~~potentially dangerous~~ **vicious** dog shall be jointly and severally responsible with all other owners, possessors, guardians, or custodians of such dog for compliance with the requirements of this chapter.

(b) No person shall own, possess, keep, harbor, **be issued a certificate of registration for,** or have custody or control of a dangerous dog or ~~potentially dangerous~~ **vicious** dog except in compliance with all of the following requirements:

(1) In addition to the requirements for a proper enclosure set forth in subsection 10-29(b)(1), owners, possessors, guardians or custodians who maintain their dangerous or ~~potentially dangerous~~ **vicious** dog out-of-doors shall fence a

portion of their property with a second perimeter or area fence. Within this perimeter or area fence, the dangerous or ~~potentially dangerous~~ **vicious** dog must be humanely confined inside a pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except when tending to the animal's needs such as cleaning the kennel or providing food and water.

(2) It shall be unlawful for the owner, possessor, guardian or custodian of a dangerous or ~~potentially dangerous~~ **vicious** dog **to allow the dog** to be outside of its proper enclosure as provided for in subsection 10-29(b)(1) and subsection (b)(1), above, unless the dog is properly muzzled by a muzzle or device constructed so as to prevent the animal from biting, and the dog is attended by the owner, possessor, guardian or custodian, and the dog is restrained by a secure collar and leash of sufficient strength to prevent escape **and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary.** The leash shall be no longer than six feet in length and the animal must be kept at least 15 feet within the perimeter boundaries of the property unless the perimeter boundary is securely fenced. **It shall be unlawful for the owner of a vicious dog to permit the dog to be unattended with minors.**

(3) The premises where a dangerous dog or ~~potentially dangerous~~ **vicious** dog is kept shall be posted with a clearly visible sign, warning that there is a dog on the premises that presents a danger to human beings. Such signs shall include a symbol sufficient to convey without words the message that there is a dog on the premises which presents a danger to human beings. The signs shall be conspicuously displayed **at all entrances to the premises where the dog resides and** on each side of the enclosure for each 50 feet of enclosure, with a minimum of two signs, as well as a sign on each ingress and egress point to the enclosure. The signs shall be a minimum of ten inches high and 14 inches long.

(4) The owner of a dangerous dog or ~~potentially dangerous~~ **vicious** dog shall maintain at all times ~~either~~ a policy of **general or specific liability** insurance ~~or a surety bond~~ in a minimum amount of \$1,000,000.00 **insuring the owner of the vicious dog against liability for any bodily injury or property damage caused to cover claims for any personal injuries inflicted** by the dog, which policy or surety bond shall be issued by an insurer ~~or surety, as the case may be,~~ authorized to transact business in this state.

(5) The animal control officer, or his designee, shall have the right to inspect randomly and without notice a dangerous dog or ~~potentially dangerous~~ **vicious** dog which is required to be confined pursuant to this section.

(6) The owner of a dangerous or ~~potentially dangerous~~ **vicious** dog shall, ~~prior to placing dogs on property, have the dog~~ **a microchip containing an identification number and capable of being scanned injected under the skin between the shoulder blades of the dog.** ~~registered, at his/her own expense, and provide the registration number to the marshal's office. The owner shall keep the registration information updated.~~

~~(7) Except when being transported to a licensed veterinary facility, dangerous and potentially dangerous dogs shall not be allowed off the property of the owner.~~

~~(8) Should transport to veterinary care be needed, the animal shall be securely and humanely confined within a vehicle. Movement of the animal from the residence of the owner, to and from the transporting vehicle, and to and from the veterinary facility, shall be conducted with the animal securely leashed by a leash no longer than six feet in length and muzzled by a muzzle or device constructed so as to prevent the animal from biting.~~

#### **Sec. 10-75. - Registration of dangerous dogs and ~~potentially dangerous~~ **vicious** dogs.**

(a) No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be permitted to remain within the county, ~~unless it is registered in accordance with~~ **without a certificate of registration issued in accordance with the provisions of** this section. In addition to the annual registration fees provided otherwise in this chapter, the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall pay an annual registration fee and shall register such owner's dog as a dangerous dog or **vicious** ~~potentially dangerous~~ dog according to the classification and determination previously made under this article.

No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be registered unless the owner can provide sufficient evidence that all of the **applicable** provisions of **this article** ~~section 10-74~~ have been and are being met.

(b) ~~The~~ **Certificates of** registration ~~provided by this section~~ shall be nontransferable **and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.** The registration shall be renewed annually or upon the earlier transfer of ownership or possession of **a dangerous** ~~the classified~~ dog or a change in the location of the **dangerous** dog's primary habitat. **At the time of renewal of a certificate of registration for a vicious dog, the animal control officer shall verify that the owner is continuing to comply with the provisions of this article. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.**

(c) ~~The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia shall register the dog as required in this article within 30 days after becoming a resident.~~

~~The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the dangerous dog or~~

~~potentially dangerous dog in the new jurisdiction within ten days after becoming a resident~~ **The owner of a classified dog who moves from one jurisdiction within the State of Georgia to the County shall register the classified dog with the County within ten days of becoming a County resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the County from another state shall register the dog as required by this article within 30 days of becoming a County resident.**

(d) Issuance of a certificate of registration, or the renewal of a certificate of registration by the county, does not warrant or guarantee that the requirements of this article are maintained by the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

**(e) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.**

**(f) No person shall be the owner of more than one vicious dog.**

**(g) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:**

**(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;**

**(2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or**

**(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.**

#### **Sec. 10-76. - Transfer of ownership or possession.**

(a) Upon the transfer of ownership or possession of any dangerous dog ~~or potentially dangerous dog~~, the transferor shall provide the ~~dog~~ **animal** control officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer.

(b) Any transferee of a dangerous dog ~~or potentially dangerous dog~~ shall be presumed to have notice of the dog's classification as such.

**(c) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.**

#### **Sec. 10-77. - Notice to ~~dog~~ **animal** control officer.**

**(a)** The owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall notify the ~~dog~~ **animal** control officer, in person or by telephone, within 24 hours of the occurrence of any one of the following events:

- (1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.
- (2) Such dog has attacked a human being or other animal.
- (3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.
- (4) The dog has died **or has been euthanized.**
- (5) The dog is leaving Cherokee County.

**Sec. 10-78. - Confiscation and disposition of dogs.**

~~(a) If an animal control officer or police officer has probable cause to believe that a dangerous dog or vicious potentially dangerous dog is being harbored in violation of this article, such officer or agent may do one of the following:~~

- ~~(1) Order the violation immediately corrected and cite the owner of the dog to appear in court for the violation; or~~
- ~~(2) If the violation cannot be immediately corrected and the dog is posing a threat to human beings or other domestic animals, the dog may be seized and impounded, in which case the owner will be cited to appear in court for the violation. Upon approval of the marshal and at the owner's request and expense, such impoundment may be at a veterinarian or licensed kennel of the owner's choosing.~~

~~(b) Absent an order from the a court of competent jurisdiction to the contrary, any dog which has been confiscated under this section shall be returned to its owner only following disposition by the court on the citation and only then upon the owner's proof of strict compliance with the provisions of this article and upon the payment of actual boarding expenses, plus reasonable confiscation costs, which shall be \$100.00 upon the first confiscation of any dog, \$200.00 upon the second, and \$400.00 upon the third or subsequent confiscation.~~

~~If the owner has not complied with the provisions of this article and paid such confiscation costs within 20 days following disposition by the court, the dog shall be euthanized in an expeditious and humane manner.~~

**(a) A police officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.**

**(b) A dangerous or vicious dog shall be immediately confiscated by any animal control officer or by a police officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.**

**(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fines and all charges for services performed by a police or animal control officer shall be paid prior to owner**

**recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.**

**(d) In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.**

**(e) The provisions of this Section shall govern, as to classified dogs, over any contrary provisions of Article II of this Chapter.**

**Sec. 10-79. - Report to district attorney and solicitor.**

(a) The animal control officer shall report to the district attorney the conduct of any owner which the animal control officer believes may constitute a felony under the act.

(b) The animal control officer shall report to the solicitor the conduct of any owner that the animal control officer reasonably believes may constitute a misdemeanor under the act.

**Sec. 10-80. - Penalties.**

In addition to any other penalty that is available under this chapter, the owner, possessor, guardian or custodian of a dangerous or **vicious** ~~potentially dangerous~~ dog who violates this article shall be subject, at a minimum, to the penalties as set forth in ~~O.C.G.A. § 4-8-28~~ of the act, and as such may be amended from time to time.

3.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article IV, regarding Vicious Dogs, is hereby repealed in its entirety.

4.

**Remaining Portions Unaffected.** Except as specified herein, all remaining portions of the Code of Ordinances, Cherokee County, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

5.

**Severability.** It is the express intent of the Cherokee County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such

invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

6.

**Conflicting Ordinances Repealed.** Any and all Ordinances or parts of Ordinances in conflict herewith shall be, and the same are, hereby repealed to the extent of such conflict.

7.

**Effective Date.** This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of October, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
County Clerk

# Cherokee County Proclamation

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marine of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23 to 31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, L.B. "Buzz" Ahrens, as Chairman for the County Board of Commissioners, do hereby proclaim October 23 to 31, 2012 as

## **RED RIBBON WEEK**

in Cherokee County and urge all citizens to join me in this special observance.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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





# 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:** 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> 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** – 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> 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](http://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](mailto:vicki.benefield@ellijay.com).

You can also obtain a registration form at [www.cherokeeduidrugtreatment.com](http://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.)*

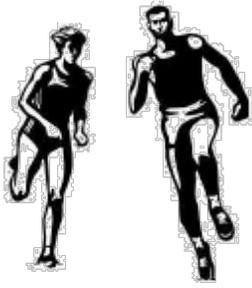
Signature: \_\_\_\_\_

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

### 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!

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

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

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**

**October 2, 2012**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:08 p.m. with all members of the Board present. He stated the Board and Mr. Cooper had come from a photo op on the bridge on Commerce Boulevard at the new Northside Hospital site. He said others in attendance included Mayor Hobgood, GDOT Commissioner Keith Golden, Board Representative Brandon Beech, Billy Hayes, County Engineer Geoff Morton and staff from Ross Engineers.

**1. Presentation on Aquatic Center by Bill Echols.**

Mr. Echols led off with an overview of the background of the aquatic center, taking a step-by-step look at the timeline leading up to present developments. He also shared various photos showing the progression of the construction. Mr. Echols stated that construction remains on schedule. Water and sewer utilities are installed. He said the county will only pay for metered water coming in and sanitary of outflow. CCWSA said it would save us about \$135,000 in sewer tap fees. Natural gas lines are being installed on Sixes Road at no cost to the County. The electrical service is progressing and will be an item on the evening's agenda. This will approve permanent power through Georgia Power and we will have a discussion about the easement. The interior masonry work is continuing and outdoor pool should have plaster coat sometime early 2013. Once applied, the pool will have to be filled immediately. Power to the site is important because the permanent power will allow New South and their sub-contractors to make final and permanent connections for the systems. In February/March, he expects those systems to go operational for testing.

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

March and April they will continue with interior finishes. In April, the project should substantially be completed. January and February, candidates for facility staff will be interviewed and hired. Those positions are currently on the County website. With the new facility manager and maintenance manager coming on board, this is an excellent opportunity for them to begin to work together as we begin to transition for taking over and training can get underway.

There is about \$300,000 worth of furniture to purchase indoors as well as other items for the outdoor pool area. Procurement is working closely with them to get the list out for competitive bidding. They will bring back to the BOC possibly late December or first of January and we can move forward from there. We will have two maintenance agreements for pool and mechanical HVAC to guide us in the first year. Contracts have been prepared by Procurement and will pass them on to contractors for their review then will present them to the Board in December or January. The facility will open in May 2013 for indoor use and late May for the outdoor facility in time for the Memorial Day weekend.

The budget update brings good news. Mr. Echols gave appreciation to Mr. Cooper and the Board for all their work and time going back two years ago. Savings on construction is continuing to move forward. We are approximately \$500,000 under budget. Funds will, of course, remain in the Park Bond and will be reallocated to other projects. At this time, Mr. Echols concluded his presentation and opened the floor for questions.

Commissioner Bosch thanked Mr. Echols on a wonderful job of keeping cost under budget. Commissioner Hubbard commented about his presentation to a fourth grade class. The Chairman asked if they had had any security concerns and Mr. Echols replied that New South had constructed secure gates. He also said that several people from the neighborhoods are out walking daily and New South has made no reports of any breaches of security. There is also another fence near the neighborhood.

The Chairman asked if there was any feedback from Falls of Cherokee residents regarding noise, dust, etc. Mr. Echols responded that he hopes to have Leland Cyprus trees planted at the retention pond wall to create a buffer for the residents. Commissioner Bosch commented that it was discussed early on in the initial phase.

Mr. Echols mentioned the issue of extra soil from excavations and that they were able to dispose of the soil onsite at a much cheaper unit price per cubic yard than what was in the contract and New South generously amended that section of the contract. As a result, we gained about 50 more feet of space that will be covered with sod and would be a place for people to set up tents during events.

The Chairman suggested that they consult with an agency with recent knowledge as this will be the first year learning curve of operations. Mr. Echols stated that they have met

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with the group at the Cumming facility to experience the opening rush and made note of things to consider and address. The Chairman mentioned that the facility naming rights is still on the radar. Commissioner Bosch added that we have the naming of our outdoor facility that we are working on, as well. Commissioner Nelms commended Bryan Reynolds on the great marketing strategy of having children name the outdoor area. Mr. Cooper added that we have been given an affirmative verbal answer that a corporate sponsor will pay \$62,500 per year for two years, offsetting the shortfall that was expected to be \$50,000-\$53,000. The goal is that we will have several banners inside and outside walls and to unveil a corporate sponsor soon.

Commissioner Nelms asked if there was any feedback yet from the kids. Bryan Reynolds stated they had just begun the process of sending out the information to the schools. Commissioner Bosch asked where all the information was sent. Mr. Reynolds answered that all the elementary and middle schools received them and they were all very excited to take part in the process. He also said this would be a great opportunity to market to our target audience. Commissioner Bosch recommended including funny suggestions along with the good ones from the kids once they begin submitting them.

Commissioner Johnston asked if there were any major changes to the operating forecast for revenue and expenses. Mr. Reynolds stated not at this time. They are currently working on RFPs for competitive teams and their use of the facility which will add a good portion of revenue contracted before the doors are opened. He also explained that their operating plan would be similar to that of the Cumming facility. They would have 3-5 teams they would lease space to depending on space requested. The teams would have to understand that any unused space can be used by the facility for other groups. They would have staff there at all times to monitor the correct usage and prevent sub-leasing.

Commissioner Nelms asked if the competitive meets would bid out. Mr. Reynolds responded that we would go through GRPA to bid for State and District meets as well as the USA teams. We can bid for ourselves or private clubs that will want to host their own meets. We will be able to do additional fundraising during those meets. We want to get the Aquatics Manager on board as soon as possible to get the operational plan for all areas such as schools, private meets, recreational times, and instructional times.

## **2. Discussion of Regular Agenda Items.**

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

- Consider final acceptance of all public right-of-ways, roadways, and appurtenant draining structures in the Woodmont Subdivision Units 11A, 11B, and the Grove.

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- Consider final acceptance of all public right-of-ways, appurtenant draining structures in the Centennial Lakes Subdivision-Pod 1.
- Consider authorization to surplus and dispose of old Fire-ES fire ladders and inoperable air cylinders through the aluminum recycling center.

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

- Consider approval to set a public hearing for October 16, 2012 at 6:00p.m. at Cherokee Hall to hear public comments about the FY2013 budget.
- 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 National Resources Conservation Service (NRCS).
- Consider approval and award of bid and contract with the most responsive bidder, Consolidated Telecom of Dallas, TX for telephone service for use by the inmates of the Cherokee County Adult Detention Center.
- Consider approval and award of bid 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.
- Consider approval to renew contract with Trinity Services Group, Inc. of Oldsmar, FL for food services to the inmates 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.
- Consider approval to renew 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 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.
- 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.

Chairman Ahrens announced the Twilight Run, a 5K and 1 Mile Fun Run/Walk, which will be held at Hobgood Park on the evening of October 27, 2012. Registration information is available at the table outside of Cherokee Hall and online at [www.cherokeefor.com](http://www.cherokeefor.com).

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The Chairman spoke with the Waleska council on Monday regarding the HOST referendum on the November ballot. He will speak at several other locations and meetings, as well.

Mr. Cooper reviewed the budget schedule for the Chairman which led to a discussion on fleet maintenance vehicles.

### **Discussion of Letter to GBI :**

Chairman Ahrens met with a committee of the Grand Jury and discussed this issue and it is on this evening's agenda. The D.A. suggested the Board discuss in detail with him prior to sending the letter to the GBI. The letter would actually be filed by the Sheriff or Superior Court Judge according to Georgia code, but they can assist to get it accurate and to determine the expectation level of what we might get back. The Chairman suggested they postpone any action on this draft until further discussion takes place.

Commissioner Johnston stated he received feedback that the GBI would not touch the investigation until the County completed a forensic audit and could present the results to them. County attorney, Angie Davis, reminded the Board that this feedback did not come directly from the GBI. She stated that the County's efforts to make the situation open to everyone, including the GBI, is intended in abundance of good faith. She added that the County's intent has been to do as much as quickly as possible and that intent was based on what we thought the public and the Grand Jury wanted us to do.

Commissioner Bosch expressed a need for the Board to have a well thought-out plan and that a lack of one may be part of the frustration to the public and the Grand Jury. Ms. Davis reminded the Board that she discussed publicly that there would be a two-step process. First, to get Ball Ground Recycling and Bobo off the property; and second, to use the bankruptcy proceedings to discover as much information as possible and then pursue our claims. We are now to the second step of the process so we are on course. Commissioner Bosch then suggested that we reiterate that plan and put it in writing just so that people know where we are in the process. Commissioner Johnston recommended that the Board go ahead and move on getting the forensic audit completed. Commissioner Nelms commented that the primary objective is to get the County paid.

### **Discussion of Forensic Audit:**

The Chairman expressed uncertainty of how to go about hiring a forensic auditor. He had spoken to one firm and Mr. Cooper had as well. Mr. Cooper offered to write an RFP for the auditor. Commissioner Bosch asked if our law enforcement used an auditor that they could recommend to us. Ms. Davis stated that their type of auditing would be different than what we are asking for. Ms. Davis also posed the question of how the

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auditor is appointed. She stated that she knew that no one would approve the Bond Council to appoint one and that the Grand Jury may not want to or may not even have the authority to do it. Chairman Ahrens mentioned that part of his discussion with the D.A. was that if the Board wanted to move forward positively to authorize an audit, a conversation with the D.A. to discuss this should take place first. He added that his suggestion was to postpone taking action tonight.

Commissioner Hubbard mentioned that we need to make sure some minimum standard will allow the auditor to testify to the D.A. and in court that "this is what they found." Commissioner Bosch suggested asking the D.A. if they ever needed forensic auditing; and, if so, who do they hire? Ms. Davis recommended they stick to what the Resolution says and ask the GBI to review it and then, at the appropriate time, we're ready to call for a forensic audit.

The Chairman suggested they find someone outside of the County for guidance on this process and who would be an unbiased party. The Board agreed. Mr. Cooper offered that in the process of sending out the RFP, a series of questions be asked including how they would approach this situation and in turn the auditing firm would respond and describe how they approach it. We would give them an overview of the issues. The Board agreed that Mr. Cooper should proceed with preparing the RFP for the forensic auditor. Ms. Davis considered that with RFPs being public with the credentials of the firms, this could be an opportunity for a better financial deal as well. She stated that the action she recommended taking was to send out an RFP and let the results of that decide who we use for the audit.

Commissioner Bosch asked Ms. Davis if they could make a statement at the next Commission meeting of what we've done and what we're working on at this time, rather than giving the impression we're working on all of it at once. Ms. Davis alluded to turning it into as simple as a motion. Commissioner Hubbard suggested obtaining feedback from the D.A., Grand Jury, and the GBI as to the methodology of the forensic input. Mr. Cooper said that would be a multi-prong approach, going in various directions.

Discussions ensued about the procedures of the audit and how to establish a plan to pursue further.

### **Discussion on Changes to RRDA Board and Timing**

Commissioner Johnston recommended the Board go ahead and make the necessary changes to the RRDA Board by replacing three members with outside members and to do it now in order to get the new people on board and up to speed so that there is minimal risk of having new people coming in and assume we are getting paid 100 cents on the dollar and thus, rejecting any deal less than that or any other risks that may be

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associated with that transition. He said that we would be better served with bringing on outside members. Commissioner Johnston offered to be one who steps down. Commissioner Nelms also offered that he would be prepared to step down as well. Commissioner Hubbard expressed concern that since Commissioner Johnston has the background necessary, that if a new member is brought on in his stead, then eight weeks would not be a long enough period for the new member to be brought up to speed on the situation.

The Chairman stated that he prefers that the non-elected members be Board appointments, not individual appointments. He suggested they hold off on new appointments until a new operator is in place at the site. Commissioner Johnston stated that to prevent losing another year due to the annual cycle of that operation, we need to have someone in place by the end of the year.

Mr. Cooper stated that it would take some time to bring someone up to speed with an approximate 25,000 page document. Ultimately, it would be that individual's responsibility to review it and ask questions. Commissioner Bosch expressed concern over changing steps on an operator at this particular time. The Chairman said this would give them time to make reasonable appointments to the RRDA Board.

Ms. Davis suggested making it a public invitation, asking for those interested in serving on the Board to submit a type of "resume" to express their qualifications, knowledge, and credentials. This would enhance the public aspect of the appointments.

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The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:58 p.m. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

# MINUTES

## Cherokee County Board of Commissioners

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

### INVOCATION

Commissioner Hubbard gave the invocation.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 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 a motion to ratify the closure of Executive Session at 6:00 p.m. Commissioner Nelms made a motion to approve; Commissioner Hubbard 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"*

Commissioner Nelms led the Pledge of Allegiance.

### PRESENTATIONS

None Scheduled.

### PROCLAMATION

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.

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

## **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

Commissioner Hubbard spoke about the recycling event, asking everyone to bring out their old monitors, boom boxes, etc. and keep these items out of the landfills. He said that volunteers will take it out of the car when you pull up.

### **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](http://www.cherokeefor.com).

Chairman Ahrens added that he and Don Stevens who is on the Friends of Recovery Board sent a letter to the Mayors asking for community support in this event. He added that sitting through a DUI/Drug Court graduation is compelling to listen to the stories and that is terrific what it does for the community. On a lighter note, he said that those registering by October 15 would receive a free glow in the dark T-shirt!

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 18, 2012.**

As distributed by the County Manager.

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

**APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 18, 2012.**

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

## **APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 18, 2012.**

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

### **PUBLIC HEARING**

None Scheduled.

### **PUBLIC COMMENT**

1. Tom Ware signed up to speak about the RRDA Board. He feels the Commissioners should remain on the Board and add three additional non-elected members.

### **ZONING CASES**

None Scheduled.

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### **COMMISSION BUSINESS**

#### **CHAIRMAN**

#### **L. B. AHRENS**

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

Chairman Ahrens said that different approaches regarding changes to the RRDA Board, such as timing and participation level were discussed at Work Session and that the Board was ready to set this going forward with some clarity. He then asked for discussion from the Commissioners. Commissioner Johnston said that his suggestion had been to make the change as soon as we can recruit three new members to replace three board members and to do so before we make the decision on a new lease with a new operator. He added that the downside to adding new members now is that they may need more time to get up to speed than they actually have and that they may or may not see the cold reality that the Board has come to see that we may get less than 100% on dollar. He said he also saw the risk of possible interruption in the opportunity to come to a new deal with a new operator. He said that in his mind, the risk was not as great as the harm in the public's mind that we need a majority of independent people to have a say in this decision. He said that the approach of a transition as suggested at the Work Session was close to what he had in mind and that he was open to that compromise.

Chairman Ahrens said that he had made the suggestion at Work Session so he would restate it. He said that at the last meeting he made a statement of principal, that they would move to a majority of non-elected members and would keep the same number of members for the time being, which would be a minimum of three non-elected members. He said the timing he was proposing tonight is two to three pieces: Make the transition to add the three new members on January 1, 2013 or whenever a contract was signed, whichever was sooner; transition, like other authorities, to a five member citizen board by July 1, 2013; seek now to identify the candidates for the first three appointees and form an advisory group (or council/committee etc.) and let them be a part of the process. That way they could assist during the contract process while on their learning curve, then be ready to step in on January 1, 2013.

Commissioner Bosch asked if the Advisory group would cease to exist after the members stepped in on January 1. The Chairman replied that they could fill in with new members as others moved on to the RRDA Board until July when the transition was complete. Commissioner Johnston said that the difference in his suggestion is that advisory members would not be officially voting members, but if they felt strongly against something the Board was suggesting, the Board would back-up and take a closer look. He said that the end result would be basically the same as having outside assistance. Commissioner Nelms commented that he also was in agreement to this approach because it does meet the end result.

Commissioner Bosch said that the next step then is to put out a request to recruit the new members. She suggested that part of the criteria for candidates be a background in Economic Development or other background that would be helpful in this area. Commissioner Johnston commented that a business background would be beneficial, and especially important is to get someone with an open mind that does not have an ulterior motive or axe to grind.

Commissioner Hubbard suggested that the Chairman stay on the RRDA Board and also Commissioner Johnston because, although he has offered to step down, he has followed this from day one.

The Chairman summarized the discussion on the proposed transition plan.

Commissioner Bosch asked if that was a motion. Chairman Ahrens replied that it was a motion to approve moving forward with the transition of new RRDA Board members; Commissioner Bosch seconded and there was unanimous approval.

Commissioner Johnston restated the motion: Over a period of between now and July of next year, the Board will move to an all outside five-member RRDA Board. The first step is to recruit three new members to initially serve on an Advisory Board who would presumably be appointed to the RRDA Board on January 1, 2013 (first meeting in January) or sooner if a contract is signed.

Commissioner Hubbard suggested that they ask for interested candidates to send a short resume and willingness to serve to the Chairman or any of the Commissioners so that they could get moving.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

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**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.

Commissioner Bosch has Mr. Cooper to restate his explanation from Work Session of why the items were being disposed of. Mr. Cooper replied that it was because ladders are tested and over a period of time they weaken and rather than take a risk of safety, they replace them. He said the air cylinders are similar in that as they get older, they are not as dependable.

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

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## **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.

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

- 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).

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

- 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.

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

Commissioner Johnston commented that there is no cost to the County for this service.

- 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.

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

- 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.

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

Commissioner Bosch asked if the inmates cooked, and also what Trinity provides. Major Johnston replied that their services included providing food and supervision.

Commissioner Hubbard thanked the Sheriff's Office for negotiating this contract so well and Commissioner Johnston agreed that it was a really good deal.

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.

Mr. Cooper went over the details of the renewal and added that the Sheriff has not asked for a budget increase to cover this, they will absorb the associated cost.

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

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.

Mr. Cooper went over the contract details and reminded everyone of the Work Session discussion where it was mentioned that Cobb EMC declined to bid.

Commissioner Bosch made a motion to approve; Commissioner Nelms seconded. Commissioner Johnston recused himself from voting because he is employed by an affiliate company of Georgia Power. The motion was approved with a vote of 4 to 0.

Commissioner Nelms commented that the electricity for the site would be primarily for lights and HVAC and that the primary source for heating the pool would be natural gas. Commissioner Bosch added that the project was \$500,000.00 under budget.

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## **COUNTY ATTORNEY**

B. Amended: Consideration of draft letter to GBI

The Chairman recommended addressing item "B" first. He stated that adding this item to the agenda tonight was followed by the last meeting from the resolution which stated included reference to a letter to the GBI, but it did not say when. He said that he and Commissioner Johnston had a meeting this morning with the committee of the Grand Jury and that the discussion was very productive. He noted that District Attorney Garry Moss and at least two other Grand Jury members were in attendance tonight. He said that under the guidance and suggestion of the DA, he and the County Attorney will meet with the District Attorney to discuss this agenda item and several other aspects including the next agenda item, the forensic audit. He said he therefore recommended postponing any communications to the GBI until further notice, until they have further discussions and a better understanding of both process and expectation. He said that what he was basically calling for tonight was no action. Commissioner Johnston added that at least

one other reason to post pone action has to do with the forensic audit. He said that they have had some advice that without the results of a fairly thorough audit, the GBI will likely say they don't have enough to warrant their involvement, so it may make more sense to proceed with the audit first and then a request to the GBI. Note that Angie Davis commented at Work Session that the advice had not come directly from the GBI.

Ms. Davis said that a motion to table the item would be in order. She said that the interest of adding this item to the agenda tonight comes from the previous meeting where there was a lot of public comment and the public seemed to be clamoring for the Board to open this up to anybody and everybody to take a look. She said that was also the intent by the reference in the resolution inviting the GBI to do an investigation. She said that after further discussion about timing and dynamics, she recommends to table the item. She said for the record that the Board believed they were acting based on some public interest for the Board to be forthcoming in that way with law enforcement agencies for review.

Commissioner Bosch asked the Chairman about the timeframe for those discussions to take place in order to let the public know the plan. Chairman Ahrens said they would take place as soon as they could get on respective schedules and possibly even tomorrow after the lengthy deposition that he and the County Attorney were attending.

Commissioner Hubbard made the motion to table the item; Commissioner Bosch seconded and there was unanimous approval.

A. Amended: Discussion of appointment to conduct forensic audit.

Ms. Davis began the conversation by stating that this was discussed for probably more than an hour during Work Session. She said in essence, this is an effort on the Board's part to embrace the recommendations of the last Grand Jury and in the interest of what we understand to be the current Grand Jury and certainly a desire of the Board's since the onset of the default and these issues. She said that the County continues to struggle with the concern of what documents are available to us. She said that they are much further ahead in the bankruptcy process and referenced the deposition of Mr. Bobo taking place tomorrow as the Chairman had eluded to earlier. She said that the records they believe to be missing have still not been produced; they were not included in the 10,000 plus documents provided following the bankruptcy proceeding. She said that she felt the Board today has become quite reconciled in pursuing a forensic audit with the concept of supplementing with these additional records as they hopefully become available to us through this judicial process. She said the Board was considering how to go about it and who to retain, and seemed interested in the concept of Mr. Cooper preparing an RFQ in the interest of making it a very public process. She then opened the discussion for the Board to comment.

Commissioner Nelms stated his agreement with a forensic audit. He said that his understanding from the Work Session discussion is that Mr. Cooper would start the RFQ and let the selection process begin. Commissioner Bosch asked Mr. Cooper the time frame on getting that out. He replied that he would send out multiple drafts but would send a final draft out by mid next week. Commissioner Johnston said that the Board

might consider inviting those like the Sheriff's Office or DA's Office who may have used auditors in the past or may know someone who has, to assist in their efforts to know who to get the request out to and maybe to even suggest who they should select. He said that cost was discussed a little when they were with the Grand Jury and he had commented off the top of his head that it would probably cost at least \$20,000. He said now that they're talking about the possibility of some of the top firms in Atlanta, it could be double that or more.

Ms. Davis said that she wanted to bring out two points. The first one being that after conversations at Work Session and discussions with others including the DA and the Chairman, it seems that there may be some interest in who makes the determination to select the auditor. She said that our intent would be to pursue a selection process, gathering materials and qualifications in a public setting now, and at some point in the future, after more discussions and additional information is brought to light, they would decide who picks the auditor; whether it would come back to this Board to select, whether it be done in consultation with others or by someone else altogether. She said that the Board had expressed a complete willingness during the Work Session to be very open with the selection and that they all believe that kicking off the RFQ process is the best way to get the good information and to perhaps get the best financial deal for such an audit.

Ms. Davis said that the second point she'd like to raise was in reference to comments made in discussions at meetings and references in the resolution as well as comments by herself and otherwise on the Board. She said that she had spoken privately by email to DA Moss and Ms. Wallace, but would like to publicly apologize for any confusion related to the Grand Jury's assistance for the forensic audit or otherwise. She said that she wanted to clarify publicly that the Grand Jury does not have the ability under the current civil setting to use subpoena powers. She said that that type of assistance would be pursuant to a criminal process, independent of what the Board's focus has been, and that the Grand Jury is currently doing all they can to assist.

Commissioner Nelms stated that got the impression during the meeting with the Grand Jury that they were willing to make it a team effort to get this matter resolved.

Commissioner Bosch commented on the expectations of a forensic audit, and the possibility that it won't result in a final conclusion. She added that it was important that the public understands that this is something that's been requested and the Board is moving forward with it, but it could be money not well spent.

Commissioner Johnston commented that although \$20 to \$50 thousand is a lot of money, it is a small amount compared to what they hope to recover. He added that considering the \$1.8 million in back rent plus the damages they are seeking through the bankruptcy proceeding, he felt that if it increased our chances to recover that it was worth taking the risk. Commissioner Nelms commented that the Board's responsibility was to get the County paid and he agreed with taking the risk.

Commissioner Bosch made a motion to request the County Manager begin the RFQ for a forensic audit firm and that a draft to be out no later than mid-week; Commissioner Nelms seconded and there was unanimous approval.

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

Angie said that was fine at this time.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 6:57 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.

# AGENDA

## Cherokee County Board of Commissioners

October 16, 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.

### PROCLAMATION

Proclaiming October 23 through October 31 as **Red Ribbon Week** in Cherokee County in support against illicit drug use.

### AMENDMENTS TO AGENDA

### ANNOUNCEMENTS

#### **1. OLD ORANGE MILL ROAD AND COTTON ROAD CLOSING**

The Georgia Department of Transportation announces that Old Orange Mill Road and Cotton Road will be closed to through traffic at their northerly intersection with SR 20, beginning October 24, 2012, for a period of 45 days, for intersection reconstruction associated with the SR 20 improvement project.

A posted detour will be provided during the duration of the construction. The detour route utilizes Owens Store Road and East Cherokee Drive.

The Georgia Department of Transportation appreciates the public's patience during the detour period and requests that motorists obey the detour for their safety as well as for the safety of all contractors' personnel.

Questions regarding the detour should be directed to the Georgia Department of Transportation at 770-387-3680.

## **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. 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. **All proceeds support Cherokee County DUI/Drug Court.**

Registration information is available at the table outside of Cherokee Hall and online at [www.cherokeefor.com](http://www.cherokeefor.com).

### **APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 2, 2012**

As distributed by the County Manager.

### **APPROVAL OF WORK SESSION MINUTES FROM OCTOBER 2, 2012.**

### **APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 2, 2012.**

### **PUBLIC HEARING**

#### **Proposed 2013 Budget**

On Wednesday, October 10<sup>th</sup>, the Cherokee County Proposed 2013 Annual Budget will be available for review on the Cherokee County web site at [www.cherokeega.com](http://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. 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.

NOTE: The Public Hearing regarding the proposed changes to Article 7, Section 7.7-15c (Zoning of Private and Parochial Schools) has been postponed.

### **PUBLIC COMMENT**

### **ZONING CASES**

None Scheduled.

**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Consider Board of Commissioner Meeting Schedule for 2013.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider acceptance of contribution from Northside Hospital in the amount of \$75,000.00 for the purchase of cardiac monitors for Cherokee Fire and Emergency Services.
- 1.2 Consider approval of budget amendment for Fire Services to accept insurance monies in the amount of \$2,476.92 for repairs due to a no-fault accident involving a fire truck.
- 1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in Woodmont Subdivision Unit 12B.
- 1.4 Consider request from the Georgia Department of Transportation to execute a quit-claim deed that adds portions of Hickory Road and Batesville Road back to County maintenance now that construction of the intersection improvement of SR 140 and Hickory Road/Batesville Road has been completed and accepted.

- 1.5 Consider approval to set a public hearing for November 20, 2012 to hear proposed changes to amend Chapter 10 of the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to the changes in state law effective July 1, 2012.
  - 1.6 Consider approval to surplus iPads from the Solicitor's Office.
- 

## **COUNTY MANAGER**

- 2.1 Consider approval to accept an amendment to the construction contract with Catamount for the Law Enforcement Training Center in the amount of \$85,989.00.
- 2.2 Consider approval to extend the 2011-2012 Professional Services Agreement between the County and Communit-Y Health Network (CHN) for the continued provision of wellness services to employees for the remaining three (3) months of 2012 and renewal of the program for 2013 as recommended by the Benefit Committee.
- 2.3 Consider approval of clinical contract agreement with Northside Hospital, Inc. to allow the new paramedic class to perform skills required for graduation and licensure as a paramedic in Georgia.
- 2.4 Consider approval to renew contract with DECA, AMR Business Products, Inc. of Marietta, GA to provide software support and maintenance for the 24-hour recording equipment in the 9-1-1 Center in the amount of \$7,354.00.
- 2.5 Consider approval to award Professional Services Agreement to sole bidder, Georgia Fire and Rescue Supply, for firefighting helmets at an amount not to exceed \$178.25 per helmet.
- 2.6 Consider approval to surplus existing mobile home, garage and screened porch located at 2261 Sixes Road on parcel acquired (Babb Parcel) to expand parking and amenities for Blanket's Creek Bike Trails.

- 2.7 Consider approval of Policies and Procedures Volunteer Handbook for Cherokee Recreation and Parks Agency Volunteers as approved by the Recreation and Parks Advisory Board in September 2012.
- 2.8 Consider approval of Amendment One to contract dated June 21, 2004 with Schindler Elevator Corporation for an additional 60-month term for a savings of \$1,915.14 per quarter annualized at \$7,660.56 after renegotiation by the Sheriff's Office. Three competitive quotes were received and Schindler provided the lowest monthly cost.
- 2.9 Consider approval of forensic audit RFP.

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**COUNTY ATTORNEY**

**ADJOURN**

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

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Agenda No.

SUBJECT: Employee Benefits - Wellness      MEETING DATE: 10/16/2012

SUBMITTED BY: Steven McClure

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**COMMISSION ACTION REQUESTED:**

Authorize extension of the 2011-2012 Professional Services Contract between the County and Communit-Y Health Network (CHN) for the continued provision of wellness services to employees for the remaining 3 months of 2012 (October – December); and renewal the program per Employee Benefit Committee recommendation for 2013.

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**FACTS AND ISSUES:**

On June 5, 2012 the BOC approved the recommendations of the Benefits Committee which included the continuation of the wellness program for the 2013 plan year. The original contract with CHN signed in 2011 covered the nine month period ending on September 30, 2012. The attached extension takes the contract to the end of 2012 under the existing terms. Additionally, it sets the performance standard for the 2013 renewal period to be 104.5% of the 2012 targeted claim cost. CHN will guarantee a savings in claims cost by ensuring that 2013 PEPM costs does not exceed \$604.57. Should CHN fail to meet the guarantee, CHN will reimburse the County for 50% of the contract cost.

---

**BUDGET:**

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

Budget Adjustment Necessary:

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**ADMINISTRATIVE RECOMMENDATION:**

Authorize 2012 extension and 2013 renewal of the Professional Services Agreement between the County and CHN.

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**REVIEWED BY:**

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

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

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

**AMENDMENT ONE TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CHEROKEE COUNTY AND COMMUNIT-Y HEALTH NETWORK OF NORTHEAST  
GEORGIA, LLC**

**THIS AMENDMENT** (hereinafter "Amendment One") is entered into this 18<sup>th</sup> day of September, 2012 (the "Effective Date") by and between **CHEROKEE COUNTY, GEORGIA** (hereinafter "County") and **COMMUNIT-Y HEALTH NETWORK OF NORTHEAST GEORGIA, LLC** (hereinafter "Consultant") collectively referred to as the parties.

**WHEREAS**, the parties entered in the Professional Services Agreement dated the 1<sup>st</sup> day of November, 2011 (hereinafter the "Agreement") for Consultant to provide professional services for Wellness Program Administration; and

**WHEREAS**, the parties wish to amend the Agreement as set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Consultant agree to amend the Agreement as follows:

1. The section entitled "C. Schedule, Completion Date, and Term of Agreement" is hereby replaced in its entirety with the following:

"Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2012. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County."

2. The Agreement is hereby extended for up to two (2) subsequent terms, ending respectively on December 31, 2013 and December 31, 2014. The County may, at its option, choose to re-bid the wellness administration services prior to the second subsequent term but is not obligated to do so.
3. The section entitled "J. Employment of Unauthorized Aliens Prohibited" is hereby replaced in its entirety with the following:

**"(1) E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period

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

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

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

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant’s compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor’s affidavit, attached hereto as Exhibit “A” and incorporated herein by this reference.

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

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

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

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

**(2) SAVE Affidavit and Secure Verifiable Document**

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

4. The parties agree that the PEPM savings for the period of January 1, 2012 through September 30, 2012 have yet to be analyzed and calculated. Therefore, the PEPM guarantee of savings as set forth in the section entitled "B. The Work", subsection entitled "8. Guarantee of Savings", is replaced in its entirety as follows, in order to allow for discrete PEPM savings values for the separate periods ending September 30, 2012 and September 30, 2013:

"8. Guarantee of Savings

- A) Consultant guarantees the average per county health plan employee participant per month (PEPM) claims costs shall be less than or equal to five hundred seventy-eight Dollars and fifty-four Cents (\$578.54) PEPM for the period ending September 30, 2012. If Consultant fails to meet this reduction for the period of January 1, 2012 through September 30, 2012, Consultant will refund the County one hundred sixty-eight Dollars (\$168.00) per County health plan employee participant. The refund shall be payable by Consultant to the County in cash within thirty (30) days of January 31, 2013. The PEPM claim amount for the period of January 1, 2012 through September 30, 2012 shall be calculated in accordance with the Methodology set forth below. The guarantee shall not apply if the contract is terminated by the County prior to September 30, 2012.
- B) Consultant guarantees the average per county health plan employee participant per month (PEPM) claims costs shall be less than or equal to the greater of five hundred seventy-eight Dollars and fifty-four Cents (\$578.54) PEPM times one hundred four point five percent ( $\$578.54 \times 104.5\%$ ) or actual costs x one hundred four point five (104.5%) for the twelve month period ending September 30, 2013. If Consultant fails to meet this reduction for the period of October 1, 2012 through September 30, 2013, Consultant will refund the County one hundred sixty-eight Dollars (\$168.00) per County health plan employee participant. The refund shall be payable by Consultant to the County in cash within thirty (30) days of January 31, 2014. The PEPM claim amount for the period of October 1, 2012 through September 30, 2013 shall be calculated in accordance with the Methodology set forth below. The guarantee shall not apply if the contract is terminated by the County prior to September 30, 2013. County reserves the right to negotiate collection terms in the event Consultant fails to meet guarantee.
- C) Methodology:
- i) All Medical claims and prescription drug claims (except as excluded below) of employees participating in the Program shall be included in the determination of the average PEPM claim analysis for the evaluation period.

- ii) Individual claimant amounts in excess of one hundred twenty-five thousand Dollars (\$125,000.00) are excluded from the determination.
- iii) PEPM claim amounts are based on claims invoices provided by BlueCross BlueShield of Georgia (BCBSGA), from the period January 1, 2012 through September 30, 2012 for the PEPM guarantee as set forth in section 8. A) herein; and from the period October 1, 2012 through September 30, 2013 for the PEPM guarantee as set forth in section 8. B) herein.
- iv) Actual employee enrollment in the Program shall be as reported by BCBSGA.
- v) The determination of the average PEPM claim amount for each of the respective PEPM guarantee periods will be conducted by the County or its agents in the month of October immediately following each respective PEPM guarantee period.
- vi) The County or its agents will provide to Consultant a written report, for each of the respective PEPM guarantee periods set forth herein, providing detailed results and an explanation of its determination of any refund due the County, or the absence of a refund.

D) Requirements for Reimbursement:

- i) A ninety percent (90%) minimum participation of eligible County employees enrolled in the County health plan.
- ii) The Program will be for employees only during the first and second contract years, and dependents shall not be entitled to participate in the Program or be considered in the guarantee of saving calculations. County reserves the right to add dependents to the program in subsequent years, and to modify performance standards as mutually agreed upon.
- iii) The County shall cooperate fully in assisting in planning and introduction of the Program to employees.
- iv) The County shall allow participants "paid" time during business days to attend Program coaching and education events.
- v) The Cherokee County Board of Commissioners shall have the right to waive the guarantee of savings."

5. In the section entitled "B. The Work", subsection entitled "6. Pricing and Payment Terms", the last sentence is removed and replaced with the following:

"The County Human Resources Director, or appointee, shall self-bill on behalf of the County."

**Except and unless as specifically and expressly modified herein**, all other terms and conditions of the Agreement remain in full force and effect. In the event of conflict between the terms and conditions

set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

IN WITNESS WHEREOF, the County and Consultant have executed this Amendment effective as of the latest date set forth hereupon.

County

Consultant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

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

SIGNED, SEALED, AND  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "C"**

**SAVE Affidavit**

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

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

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

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

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

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

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

## Steven B. McClure

---

**From:** Scott Parker - ATL <Scott\_Parker@AJG.com>  
**Sent:** Friday, September 14, 2012 9:30 AM  
**To:** Steven B. McClure; Jerry Cooper  
**Cc:** Charles W. Carlson  
**Subject:** RE: Cherokee County Renewal Contract  
**Attachments:** AmendmentCHN\_PSA080812 rev sbm1(R).docx

Steve, Charles and I have reviewed the proposed PSA and attached it with "track changes" enabled, so you and the staff can examine and discuss all our proposed modifications. The real issue in my mind is the indexing of the performance claim target. In my humble opinion, to ask anything more than the proposed 4.5% cap on end of year performance, for subsequent year, is not the thing to do. Performance at the 4.5% level, especially considering that dependents and spouses are not included means that they are essentially mitigating 9% or more of total costs which is exactly what we asked them to do.

Anyway, review and see what you think, we of course will represent you as you direct!

Regards,

W. Scott Parker, CLU, ChFC  
Area Senior Vice President / Practice Leader

---

Gallagher Benefit Services, Inc. | Thinking Ahead  
1040 Crown Pointe Parkway, Ste 700, Atlanta, GA 30338  
Phone: 678-393-5253 | Cell: 404.290.2911 Fax: 678-393-5257  
[Scott\\_Parker@ajg.com](mailto:Scott_Parker@ajg.com) | [www.gallagherbenefits.com](http://www.gallagherbenefits.com)



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**From:** Steven B. McClure [mailto:smcclure@cherokeega.com]  
**Sent:** Wednesday, September 12, 2012 11:55 AM  
**To:** Jerry Cooper; Scott Parker - ATL  
**Cc:** Charles W. Carlson  
**Subject:** RE: Cherokee County Renewal Contract

Scott,

The attached version of the CHN contract amendment calls for a contract extension to December 31 and sets up a calendar year contract continuation. Also, under "Guarantee of Savings", it establishes the 2012 target at \$578.54 based on previously agreed upon methodology, and caps the 2013 target to 102%. Please review and insert appropriate language, where appropriate, in the document. Please highlight (**bold/underline**) any language you add, and use ~~strikethroughs~~ for any you recommend deleting.

Thanks,  
Steve

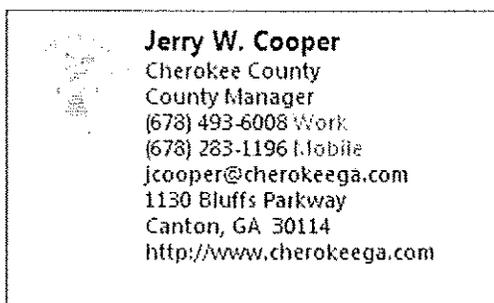
Steven B. McClure, SPHR  
Director of Human Resources  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114  
678-493-6020

---

**From:** Jerry Cooper  
**Sent:** Wednesday, September 12, 2012 10:38 AM  
**To:** Scott Parker - ATL; Steven B. McClure  
**Cc:** Charles W. Carlson  
**Subject:** RE: Cherokee County Renewal Contract

I agree.

Thanks,  
Jerry



-----Original Message-----

From: Scott Parker - ATL [<mailto:Scott.Parker@AJG.com>]  
Sent: Wednesday, September 12, 2012 9:53 AM  
To: Steven B. McClure; Jerry Cooper  
Cc: Charles W. Carlson  
Subject: RE: Cherokee County Renewal Contract

Steve, I suggest two stages.

First, moving the contract to a calendar year basis, so a three month extension of the current terms.

Second, is a renewal of the CHN contract for 2013, with an open clause for a performance guarantee to be negotiated mid/late February based on a full year data. Moving forward, we can use a true rolling 12 months of data, trended forward to secure performance numbers on or about October of each year. This is a one-time deviation due to the newness of the vendor partner.

Of course, because of the nature of the wellness program and the upfront investment that this company makes, the contracts would be for a 12 month basis (calendar year.)

As a reminder, Gallagher receives no compensation from CHN in any fashion.

Regards,

W. Scott Parker, CLU, ChFC  
Area Senior Vice President / Practice Leader

-----  
Gallagher Benefit Services, Inc. | Thinking Ahead  
1040 Crown Pointe Parkway, Ste 700, Atlanta, GA 30338  
Phone: 678-393-5253 | Cell: 404.290.2911 Fax: 678-393-5257 Scott\_Parker@ajg.com | www.gallagherbenefits.com

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-----Original Message-----

From: Steven B. McClure [mailto:smcclure@cherokeega.com]  
Sent: Tuesday, September 11, 2012 12:51 PM  
To: Scott Parker - ATL; Jerry Cooper  
Cc: Charles W. Carlson  
Subject: RE: Cherokee County Renewal Contract

With that in mind, how would you suggest covering the period from October 1 through January 31? We still need to submit a proposal for continuation of services and funds to cover the wellness screenings that occurred in August. I was ready to re-submit the CNN contract renewal for the next BOC meeting.

Thanks,  
Steve

Steven B. McClure, SPHR  
Director of Human Resources  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114  
678-493-6020

-----Original Message-----

From: Scott Parker - ATL [mailto:Scott\_Parker@AJG.com]  
Sent: Tuesday, September 11, 2012 7:33 AM  
To: Steven B. McClure; Jerry Cooper  
Cc: Charles W. Carlson  
Subject: FW: Cherokee County Renewal Contract

Team, having thought a bit more about the CHN contract moving forward, Charles and I discussed and recommend that the performance guarantee for 2013 be finalized AFTER the numbers come in for 2012. So, to the extent that CCBOC wants to incorporate another year of claim targets into the PSA, then that will have to be done in February of 2013. In order to accommodate the contract moving forward, I suggest that the 2013 PSA include language that indicates "Claim target/performance target TBD on or about February 15, 2013".

My thinking is that one can't establish performance goals without knowing where the baseline is, which will be the 2012 performance.

Regards,

W. Scott Parker, CLU, ChFC  
Area Senior Vice President / Practice Leader

-----  
Gallagher Benefit Services, Inc. | Thinking Ahead  
1040 Crown Pointe Parkway, Ste 700, Atlanta, GA 30338  
Phone: 678-393-5253 | Cell: 404.290.2911 Fax: 678-393-5257 Scott\_Parker@ajg.com | www.gallagherbenefits.com

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-----Original Message-----

From: John Giles [mailto:jgiles@chn-corp.com]  
Sent: Monday, September 10, 2012 4:17 PM  
To: Scott Parker - ATL  
Cc: Charles W. Carlson  
Subject: Cherokee County Renewal Contract

What is the status ?? Thanks, John

JOHN H. GILES  
Chief Executive Officer  
CHN Health Management, LLC  
1 North Tennessee Street, Cartersville, GA 30120  
O: 770-334-2480  
C: 404-229-9153  
E: jgiles@chn-corp.com  
W: http://www.chn-corp.com

Emphasizing HEALTH in Health Care

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Benefits Committee –Meeting 5/17/2012

9:00 a.m. BOC Conference Room

Minutes

Attendees:

Presiding - Brett Buchanan - Public Works, Penny King - 911, Janelle Funk – Finance, Neely Montiejunas – Parks, Anna Lindner -Tax Commissioner, Delaine Cagle –Finance, Vicki Taylor Lee -Planning & Land Use, Stacey Williams –CSO, Rachael Mahurin –HR, Tracey Chambers –HR, Susan Urode –CSO, Keith Wood – Courts, Kim Stancil-Elections, Scott Wessner-Tax Assessors, Susan Garcia-Animal Shelter, Libby Griffiths-Fire, and Kryss Roch –Solicitor’s Office.

Minutes:

Brett Buchanan called meeting to order. He asked if everyone had read the minutes from the 5/10 meeting. Scott Wessner stated that his name had been left of the list of attendees. There was a motion to adopt minutes with revision of adding Scott’s name to the list. The motion was seconded and the committee voted unanimously to accept them.

Scott Parker introduced himself and began his presentation which included an interactive spreadsheet projected on the wall for the committee to see. He explained the mechanics of forecasting claims. Information (a snapshot ) is taken and pushed forward into a future date. He stated his presentation was from the consulting world and that he and Charles had reviewed underlying issues and added April data since their last presentation. He was now ready to give the committee a reasonable estimation of how 2012 would end and where 2013 would be.

Scott stated his assumptions were based on the county contribution for medical claims staying the same and these were initial projections. He asked if the committee would like to see the completion numbers for 2012 and Judge Wood stated yes because it would give the committee an idea of the amount of reserve the fund would have to carry over to fiscal year 2013.

Scott began to explain how the interactive spreadsheet worked. The fixed costs tab captures the amount it costs to administer the medical and dental program. The total Medical Fixed Costs PEPM was shown to increase 23% for the 2012/2013 plan year, this is due to two primary factors:

1. An increase of 15% in the Specific Stop Loss policy
2. CHN Wellness program costs

The year-end estimate showed a forecast of how they thought the Fund would end the 2011/2012 year. To arrive at their forecast, they used the retrospective rolling 12 data analysis with a setback methodology. Janelle spoke as to that being the reason the numbers given by Finance were different as Finance used only actual year to date numbers. The original forecast Scott presented with March figures

was closer to Finance's forecast because April 2011 was a very bad month for claims and April 2012 was a very good month. With Scott's rolling 12 method, April 2011 is now removed from his calculations, thus resulting in a difference of \$300k in Gallagher's and Finance's year-end forecasts. There is only a \$100k difference between the two in the 2013 budget. Scott said there were risks in locking in rates too soon. Stacey Williams asked the reason why the Gallagher forecast had increased since the presentation that Scott made in April. Scott explained that he had used incorrect data, but felt confident that fixed costs were correct now.

The Rate Due Input tab on the interactive worksheet was then discussed by Scott. He said at present the numbers represented a straight forecast without adjustments. The numbers were derived from a two year look back with the most recent year having a 75% credibility rating. There were also an inflationary factor and a plan change credit taken into account. Dental claims show a smaller rate of inflation. Neely Montiejunas asked if the 2013 budget included spouses for CHN? Scott said no, it did not and neither did it include any savings that might be realized because of CHN.

Scott then posed the question as to what CHN was worth and could underlying assumptions translate into a change in the rate development input. The national trend for medical cost is 7.5% -10.0%, county's trend:

Medical -9.1% Pharmacy +12.1% Dental +1.0%

The reason for the higher pharmacy trend is not higher utilization but actual drug costs. Generic drugs are running 20% higher and brand 15%. Scott stated that we could lower the medical trend, but it had to be a number that he could present a valid argument for to the BOC. Different amounts were entered into the worksheet, so that the committee could see the effects on the employee portion, since the county would not be increasing the amount they are contributing. At 2.5%, the employee numbers were very close to where they are presently. Scott stated it would be a tough sale to the commissioners to have only a 2.5% increase and no CHN to aid in lowering the trend.

Stacey Williams brought up the possibility of lowering employee premiums or deductibles and using reserve to pay for CHN costs. It was stated that a reserve was needed to pay for super high claims and the ability to negotiate new plans. The reserve amount should be 16% of medical cost or approximately \$1.3m. The goals of the benefit committee were discussed. Most agreed that it would be a positive to be able to keep employee premiums the same because we would be avoiding the inflationary increase. The committee would also like to see a fully funded reserve, so that we could negotiate with providers. All agreed that the ability to change providers gave the county move leverage. The consensus of the committee was:

- Build reserves in the Insurance and Benefits Fund
- Implement CHN for another year
- Keep employee premiums the same

The committee asked Scott what trend % would keep premiums the same. A medical trend of 5.9% kept premiums flat if CHN was paid from reserves. Janelle was asked about Finance's thoughts on those

figures. She said that while she felt it was aggressive, that it would be worth it to prove CHN is working. She said that even though we are recommending CHN be paid out of reserves, the CHN costs need to be left in the model to show true costs per employee. It was agreed that a line be added to the interactive worksheet to show that CHN was to be paid from reserves.

Neely Montiejunas made a motion that the committee recommends for the upcoming plan year (2012/2013) that no benefit or premium change be made and the CHN be paid out of reserves. Kim Stancil seconded the motion and it was passed unanimously.

Tracy Chambers stated that the tobacco use surcharge needed to be clarified. Keith Wood made a motion that we amend the agenda to include a discussion on the tobacco use surcharge. The motion was seconded and passed unanimously. The committee agreed to push off the inclusion of spouses. Tracy stated that the committee's vision had been for the first year to be voluntary and the second year mandatory. Scott stated the law says that if a person signs the affidavit that you have to give them an out or the physician can sign a document stating that the person has to smoke for medical reasons. The committee agreed that plan members had a year to quit using tobacco and that now they should only be two categories, either they using tobacco or not and they would have to pay surcharge accordingly. The committee agreed to keep the surcharge the same \$20 per pay period. There was also a discussion about the term "frequently" used in the affidavit. Vicki Taylor Lee made a motion that the committee recommends that moving forward the tobacco use surcharge affidavit use the word "regularly" instead of "frequently", that the amount of the tobacco use surcharge stay the same, and that the surcharge be applied to employee if they use tobacco regardless of participation in a cessation program. The motion was seconded and passed unanimously.

Brett asked if the committee needed to meet again soon. It was stated the Pre-retirement should be on the next BOC agenda. No meeting was scheduled at this time. There was a motion to adjourn, it was seconded, and passed unanimously.

Submitted by: Delaine Cagle, Secretary



### Cherokee County, Georgia Agenda Request

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SUBJECT: Northside Hospital Contribution

MEETING DATE: October 16, 2012

SUBMITTED BY: Chief Tim Prather

---

COMMISSION ACTION REQUESTED:

To accept contribution of \$75,000.00 from Northside Hospital to be deposited into account 25090-371000-MONS for the purchase of cardiac monitors.

---

FACTS AND ISSUES:

Northside Hospital has issued a check in the amount of \$75,000.00 payable to Cherokee County Fire, for the purchase of Cardiac Monitors.

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BUDGET:

Budgeted Amount:	\$0	Account Name:	Fire Grant-Contribution
Amount Encumbered:	\$0	Account #:	25090-371000-MONS
Amount Spent to Date:	\$0		
Amount Requested:	\$75,000		
Remaining Budget	\$75,000		

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.

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ADMINISTRATIVE RECOMMENDATION:

Accept contribution of \$75,000 from Northside Hospital to Cherokee County Fire and Emergency Services for the purchase of cardiac monitors.

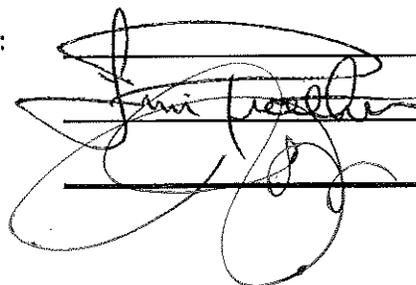
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REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



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# Cherokee County, Georgia Agenda Request

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Agenda No.

1.3

SUBJECT: Final Acceptance  
Woodmont, Subdivision  
Units 12B

MEETING DATE: October 16, 2012

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Unit 12B.

---

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 – Unit 12B. 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 12B - Brightmoor Court – 809 LF

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BUDGET:

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ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Unit 12B.

---

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The signature of the Department Head is written on the line above the County Attorney label. The signature of the County Attorney is written on the line above the County Manager label. The signature of the County Manager is written on the line below the County Manager label.



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

October 9, 2012

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

**Re: Final Acceptance – Woodmont, Unit 12B, including all or a portion of:  
BRIGHTMOOR COURT (809 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 cursive script, appearing to read "Kenny Phelps".

Kenny Phelps  
Development Inspection Manager

A handwritten signature in cursive script, 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 12B**, 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.

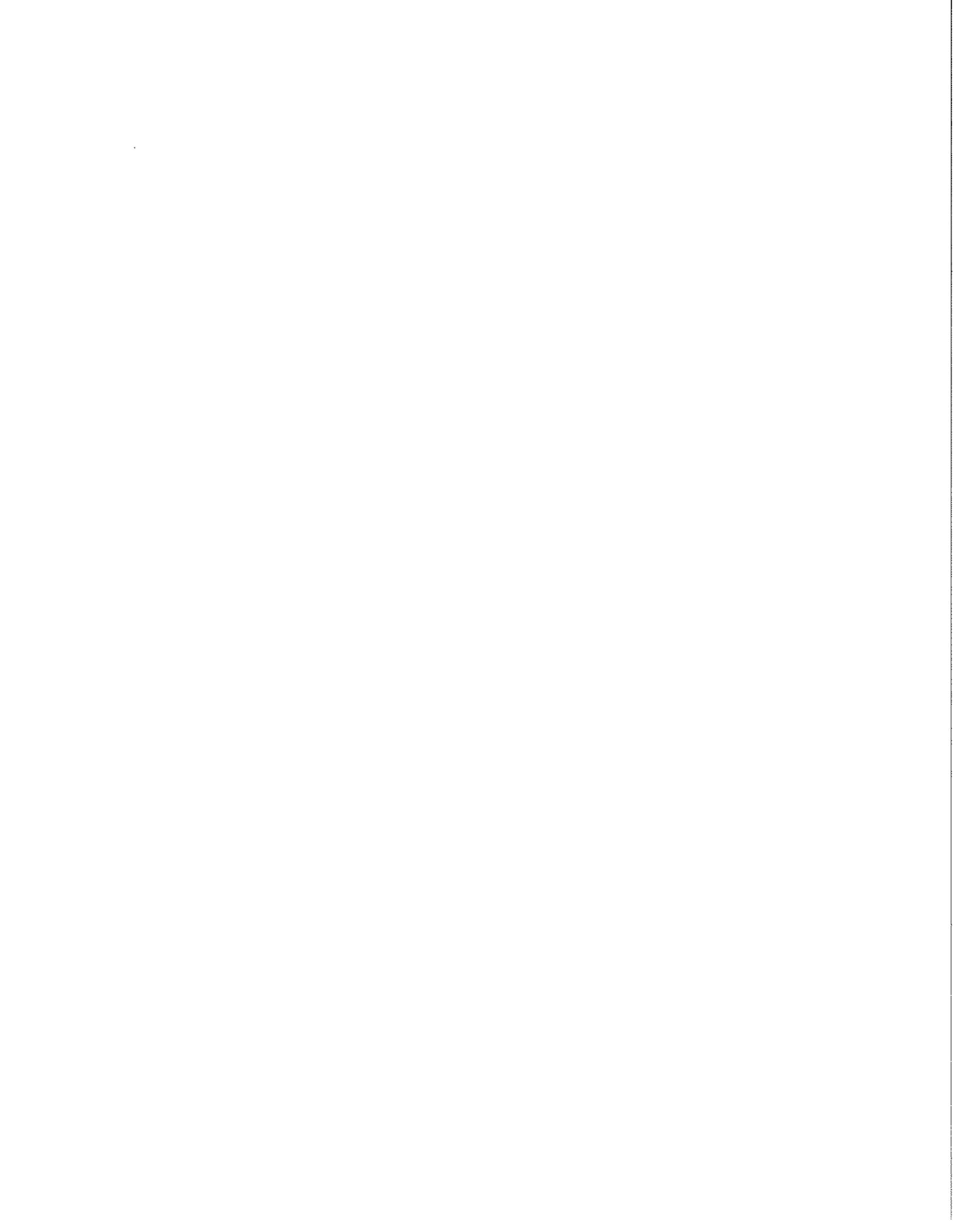
**Now Therefore**, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of **Brightmoor Court (809 L.F.)** having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Woodmont Unit 12B** and located in **Land Lot 1024, 3<sup>rd</sup> District, 2<sup>nd</sup> 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.

1.4

**SUBJECT:** Request from Georgia DOT to  
Quit-Claim portions of Hickory Road and  
Batesville Road back to Cherokee County  
Now that construction has been completed

**MEETING DATE:** October 16, 2012

**SUBMITTED BY:** Geoffrey E. Morton

---

**COMMISSION ACTION REQUESTED:**

Consideration of a request from the Georgia DOT to execute a quit-claim deed that adds portions of Hickory Road and Batesville Road back to County maintenance now that construction of the intersection improvement of SR 140 and Hickory Road/Batesville Road has been completed and accepted.

---

**FACTS AND ISSUES:**

The Georgia DOT has requested to add a portion of Hickory Road and the relocated portion of Batesville Road back on the County system. During construction these roadways were designated as temporary state routes. Now that the construction of the intersection improvement is complete, the roadways will revert back to County maintenance and be removed from the State Route system. This is done by quit-claim deed attached.

---

**BUDGET:**

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

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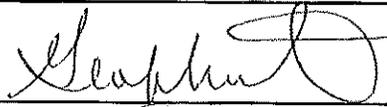
**ADMINISTRATIVE RECOMMENDATION:**

Approval of a request from the Georgia DOT to execute a quit-claim deed that adds portions of Hickory Road and Batesville Road back to County maintenance now that construction of the intersection improvement of SR 140 and Hickory Road/Batesville Road has been completed and accepted.

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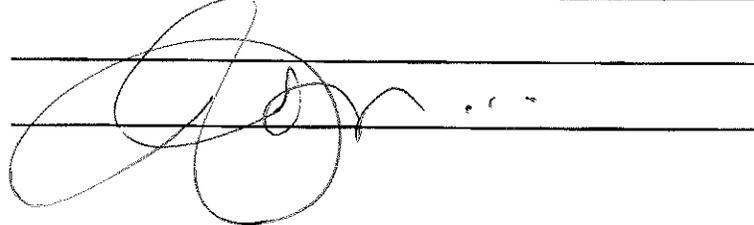
**REVIEWED BY:**

**DEPARTMENT HEAD:**



**COUNTY ATTORNEY:**

**COUNTY MANAGER:**



**GEORGIA DEPARTMENT OF TRANSPORTATION  
QUITCLAIM DEED AND MAINTENANCE AGREEMENT**

STATE OF GEORGIA  
COUNTY OF Cherokee

PROJECT NO. STP-187-1(27)  
P. I. NO. 632850

THIS INDENTURE made this 17<sup>th</sup> day of September, 2012, between the COUNTY OF Cherokee, a political subdivision of the State of Georgia, hereinafter referred to as the COUNTY, and the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the DEPARTMENT.

WITNESSETH THAT:

WHEREAS, the DEPARTMENT proposes to let to construction \as part of the State Highway System, in the COUNTY of Cherokee that certain public road known as SR 140 at Hickory Rd; and

WHEREAS, the COUNTY and the DEPARTMENT agree that all rights of way within the project limits are to be under the control of the DEPARTMENT; and

WHEREAS, the COUNTY and the DEPARTMENT agree that upon completion and acceptance by the DEPARTMENT of said project, the COUNTY shall provide for proper maintenance of those segments of all county streets that approaches, goes under, above or adjacent to Georgia Department of Transportation Highway Project Number STP-187-1(27) and will make ample provision each year for such maintenance as shown with parcels 3A, 4, 5, 6, 7, 11, 12, 13, 14, and 15 on the attached plats.

NOW, THEREFORE, for and in consideration of the premises, and for the further sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the COUNTY by these presents does hereby remise, release and forever QUITCLAIM to the DEPARTMENT and its assigns, all the right, title, interest, claim or demand, without limitations, which the COUNTY has or may have had in and to all parcel and on attached plats, of Georgia Department of Transportation Highway Project Number: STP-187-1(27)

Said project BEGINNING at Station 115+00 on the centerline of Georgia Highway Project Number STP-187-1(27) running to station 128+00.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the said DEPARTMENT and its assigns, forever.

IN WITNESS WHEREOF, the COUNTY, acting by and through the Chairman of the Board of Commissioners, has hereunto caused the hand and seal of the COUNTY OF Cherokee to be set to these presents the day and year first above written.

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, in the presence of:

COUNTY OF Cherokee

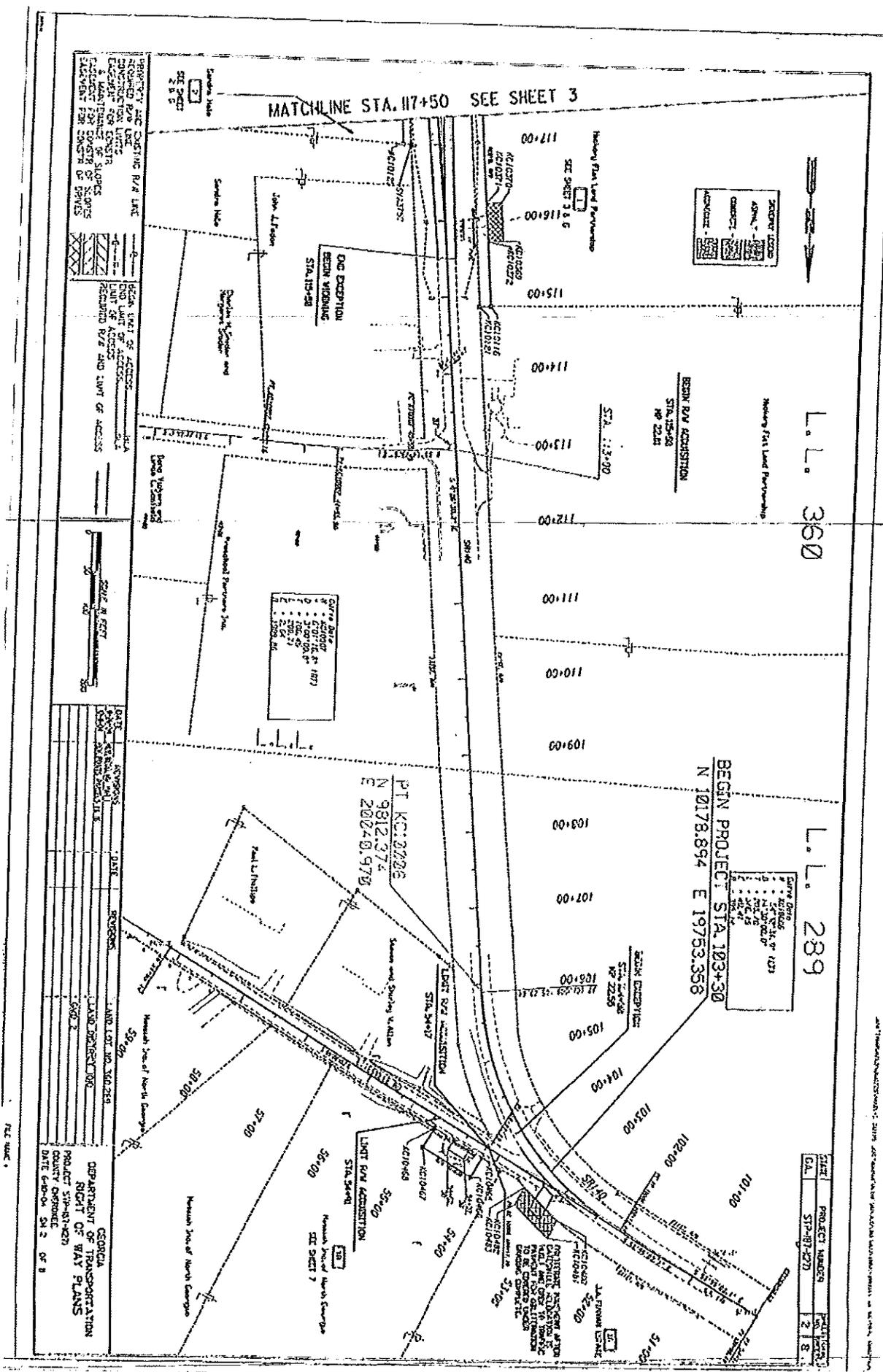
BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
Witness

ATTEST: \_\_\_\_\_  
CLERK

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





L.L. 360

L.L. 289

BEGIN PROJECT STA. 103+30  
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PT. KC: 2226  
N 9812.374  
E 20240.978

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PROPERTY LINE OF ACQUISITION  
EXISTING UTILITY  
PROPOSED UTILITY

SCALE: 1" = 40' (Horizontal)  
1" = 20' (Vertical)

DATE	REVISION	BY	DATE	REVISION	BY
10/16/07	1	...	10/16/07	1	...

GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY PLANS  
PROJECT STA. 103+30  
DATE: 10/16/07

DATE	PROJECT NUMBER	PLANNING
10/16/07	STA. 103+30	2   8

NOT TO SCALE











MAPLE 2 - 400 SW. 10TH ST. CORNER  
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MAPLE 3 - 400 SW. 10TH ST. CORNER  
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MAPLE 41 - 400 SW. 10TH ST. CORNER  
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DATE	PROJECT NUMBER	SHEET NUMBER
1968-09-04	514-87-4271	8 8 8

GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 PROJECT 514-87-4271  
 DESIGN DIVISION  
 DATE 6-20-68 51 8 37 E



### Cherokee County, Georgia Agenda Request

SUBJECT: Law Enforcement Training Center

MEETING DATE: October 16, 2012

SUBMITTED BY: Major Edward Lacey, Sheriff's Office

COMMISSION ACTION REQUESTED: Consider approval to accept an amendment to the contract for the Law Enforcement Training Center in the amount of \$85,989.

FACTS AND ISSUES: The Cherokee County bid proposal required bidders to guarantee their prices for 30 days. The contract was provided to Catamount just over 90 days following acceptance of their Bid. Due to this fact, Catamount expressed that they wished to go back to their sub-contractors to verify their numbers prior to accepting a contract. On Thursday September 27, 2012 we received the following information from Catamount:

- Our original bid was submitted on May 10th and our subcontractors pricing has since expired.
- We (Catamount) have had all of our subcontractors re-visit the project and re-submit their pricing with an updated proposal date.
- Due to the inflation of market prices and the construction schedule now being during the winter months, there is an increase to our bid proposal of \$85,989.00.
- If the project were to be phased as discussed in our meeting, the initial add from our site work contractors is approximately \$100,000 - \$125,000.
- The ideal scenario, with least amount of cost impact, would be for us to be released on the entire bid and alternates from the start of construction.

After reviewing the contractor's breakdown of the specific increase request, and taking into consideration that the contractor is still \$370,975 below the next highest bidder, we believe that Catamount is still providing the best value to the tax payers of Cherokee County and respectfully request the increase to the contract price be approved so that we may execute the contract without further delay.

**BUDGET:**

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

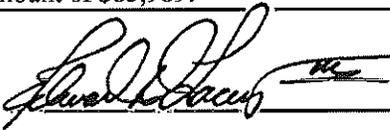
Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form

Contract Approval Required: Yes  No  Note: Original Contract Approved by BOC June 5, 2012

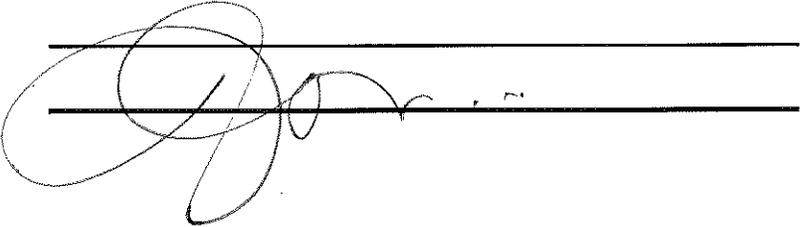
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION: To approve an amendment to the contract for the Law Enforcement Training Center in the amount of \$85,989.

REVIEWED BY:

DEPARTMENT HEAD: 

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

COUNTY MANAGER 



Cherokee County, Georgia  
Agenda Request

2.3

SUBJECT: Clinical Contract MEETING DATE: 10/16/2012

SUBMITTED BY: Timothy Prather

COMMISSION ACTION REQUESTED:

Sign and approve clinical contract agreement with Northside Hospital, Inc.

FACTS AND ISSUES:

This clinical contract is the contract that was approved by our County Attorneys and has been signed by Northside Hospital, Inc. This contract will allow our new paramedic class to perform their skills required for graduation and licensure as a paramedic in Georgia. Exhibit C has not been signed by Northside Hospital, Inc., however, there are no subcontractors and the form does not need to be signed. Paul Higbee, from Jarrard and Davis, has agreed that the Hospital does not need to sign this page but it should be left in should the Hospital use a subcontractor. The VP of Northside has signed the exhibit and will sign the contract after the Chairman has signed.

BUDGET:

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

Budget Adjustment Necessary:

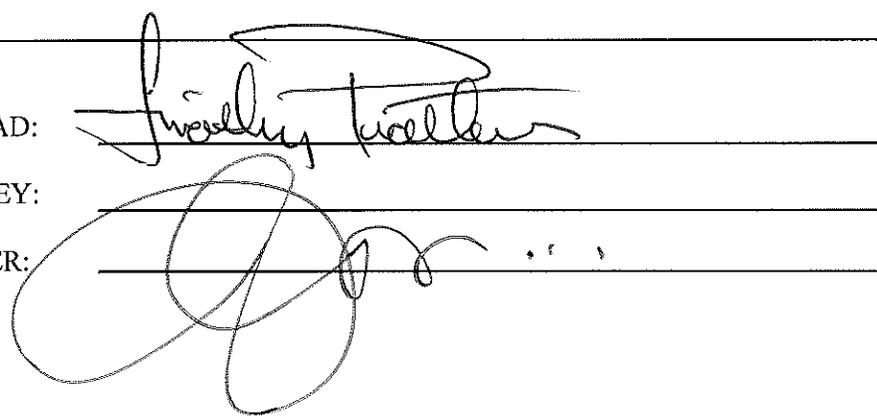
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:



# Memo

**To:** Danny West  
**From:** Marsha Blakey – Supplemental Staffing Office, Northside Hospital  
**Date:** September 7, 2012  
**Re:** Educational Affiliation Agreement

---

Mr. West,

Per our legal counsel, Northside Hospital will sign all Exhibits in the agreement except for Exhibit C. Exhibit C is not needed since no subcontractors perform under this contract:

I have revised the first page of the agreement to read "Northside Hospital, Inc." as that is our legal name. The agreement is drafted for our Cherokee campus only, and that is also specified on the first page of the agreement.

Please sign the enclosed educational affiliation agreements and return them to the address below with an updated liability insurance policy for Cherokee County EMS.

**Northside Hospital  
1000 Johnson Ferry Road  
Atlanta, GA 30342  
Attn: Marsha Blakey  
Supplemental Staffing Office**

I have obtained the signature from our Human Resources department for Exhibit B. I will obtain all remaining signatures upon receipt.

Thank you,



Marsha Blakey  
Staffing Specialist  
Supplemental Staffing Office  
Northside Hospital  
(t) 404.303.3977  
(f) 404.851.8520

MEMORANDUM OF AGREEMENT BETWEEN  
NORTHSIDE HOSPITAL - CHEROKEE  
AND  
CHEROKEE COUNTY, GEORGIA

This Memorandum of Agreement (the "Agreement") between Northside Hospital, Inc. d/b/a Northside Hospital - Cherokee, hereinafter referred to as ("Facility,") and Cherokee County, Georgia ("Institution") sets forth the ways in which Facility and Institution will cooperate for the fulfillment of clinical education requirements of the Institution.

A. PURPOSE.

1. Facility and Institution desire to cooperate in the provision of clinical experiences at Facility for Students of the Institution ("Students") in those programs ("Programs") identified in Exhibit "A," attached hereto and incorporated herein by reference. Specific Programs may be added or deleted from this Agreement at any time by attaching a revised Exhibit "A," dated and signed by both Parties.

2. The purpose of this Agreement is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality clinical learning experiences for the Institution's students, while at the same time enhancing the educational community goals of the Facility pursuant to its Mission and Values Statement.

3. Except as specified herein, neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or as to any third party. Neither party is an agent, employee or servant of the other.

B. GENERAL UNDERSTANDING:

1. The Program to be provided will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending date for each Program shall be agreed upon at least ninety (90) days before the Program commences. A written plan detailing the use of the Facility, the personnel and resources to be involved, the clinical objectives, faculty participants and level of student's academic preparation shall be submitted ninety (90) days before the Program commences to the Facility's Director of Education. Program planning shall be subject to final approval by the Facility.

2. The number of Students designated for participation in a Program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a Program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the Institution, or for any other reason if either party reasonably believes that it is not in the best interest of the Program for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.

C. FACILITY RESPONSIBILITIES.

1. The Facility will retain responsibility for the care of patients and will maintain supervision of Students insofar as their presence and Program assignments affect the operation of the Facility and its care, direct and indirect, of patients.

2. The Facility will provide adequate facilities for participating Students in accordance with the clinical objectives developed through cooperative planning by the Institution's faculty ("Faculty") and the Facility's staff. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the Programs.

3. Facility staff shall, upon request, assist the Institution in the evaluation of the learning and performance of participating Students. Any evaluation of Students by the Facility shall relate only to general Student participation in the Program, and shall in no way be construed as a certification by the Facility as to the competence of any Student or a representation by the Facility of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the Program.

4. The Facility shall provide for the orientation of both Institution faculty and Students to the facilities, philosophies, rules, regulations and policies of the Facility.

5. The Institution and the Facility acknowledge and agree that Student or faculty participants in the Program are not employees of the Facility by reason of such participation, and that the Facility assumes no responsibilities as to such participants that may be imposed upon an employer under any law, regulation or ordinance. Student and faculty participants are not entitled to employee benefits and shall in no way hold themselves out as employees of the Facility. The parties agree that the Facility does not control the time, manner or method in which Student and faculty participants perform services.

6. Subject to the Facility's overall supervisory responsibility for client services, it may, but is not obligated to, permit appropriately licensed faculty members to provide such patient services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of Institution faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability insurance, licensure and certification, and compliance with all Facility rules, regulations, and policies governing clinical privileges. If Faculty participation at the Facility other than as a Supervisor for the purpose of the Program is so authorized, it must not be a substitute for adequate staffing at the Facility.

7. It is the policy of Institution that unauthorized aliens shall not be employed to perform work on Institution contracts involving the physical performance of services. Therefore, the Institution shall not enter into a contract for the physical performance of services within the State of Georgia unless the Facility shall provide evidence on Institution-provided forms, attached hereto as Exhibits "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Facility's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the Institution contract to ensure that no unauthorized aliens will be employed. The Facility hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to Institution. In the event the Facility employs or contracts with any subcontractor(s) in connection with the covered contract, the Facility agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Facility agrees to provide completed copies of Exhibit "C" to the Institution within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Facility's and Facility's subcontractors' verification process at any time to determine that the verification was correct and complete. The Facility and Facility's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

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

Facility hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Facility's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "B" and incorporated herein by this reference.

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

\_\_\_\_\_ 500 or more employees.

\_\_\_\_ 100 or more employees.

\_\_\_\_ Fewer than 100 employees.

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

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

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

**D. INSTITUTION RESPONSIBILITIES:**

1. The Institution will use its best efforts to see that Students selected for participation in the Program are prepared for effective participation in the clinical training phase of their overall education. The Institution will retain ultimate responsibility for the education of its Students.

2. Prior to the commencement of a Program, the Institution will, upon request, provide responsible Facility officials with such Student records as will adequately disclose the prior education and related experiences of prospective Students.

3. The Institution will use its best efforts to see that the Programs at the Facility are conducted in such a manner as to enhance patient care. Only those Students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a Program.

4. The Institution will not assign any faculty member to the Facility in connection with the operation of the Program who is not appropriately licensed, and will keep evidence of the licensure of all assigned faculty on file with the Facility at all times.

5. The Institution will require all participating Students and faculty members to procure and maintain throughout Program professional liability insurance in reasonable amounts satisfactory to the Facility, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in the Program. The Facility and the Institution agree that no Student or faculty participants shall be permitted to engage in any aspect of patient care for which they are not trained or certified by the Institution.

6. The Institution and Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any Student or faculty participant in the Program unless such loss, injury or damage results from the negligence or willful conduct of that party, its officers or employees.

7. The Institution will encourage Student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep Students informed as to the same and any changes therein. Specifically, the Institution will keep each Student apprised of his or her responsibility:

a. To follow the administrative policies, standards and practices of the Facility when the Student is in the Facility.

b. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.

c. To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.

d. To conform to the standards and practices established by the Institution while training at the Facility.

e. To keep in confidence all medical and health information pertaining to particular patients.

8. The Institution will require all Student and faculty participants at the time of enrollment in the Program to undergo a physical examination (including PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella and measles tests or documentation of immunization) as may be necessary to determine that they are free from any infectious or contagious diseases and are physically able to perform their activities in the Program in order to ensure that Students do not pose a direct threat to the health or safety of others. At the Facility's request, the Facility shall be given full access to the records relating to such examinations. The Institution shall obtain each Student and faculty participant's consent to release of such information to the Facility at the time the participant enrolls in the Program. At the option of the Facility, such physical examinations may be performed by the Facility, at the sole expense of the Student and faculty participants. No Student or faculty participant shall be permitted to carry on any activities in proximity with Facility patients if such participant is ill or unwell in any way and such illness poses a direct threat to the health or safety of others. The Institution shall inform Student and faculty participants of the importance of having in force at all times a health insurance policy to defray the cost of care of any illness or injury that may be sustained while

participating in any clinical training. Any medical or health care (emergency or otherwise) that may be received by a Student or faculty participant at the Facility in the course of the Program shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide any such care.

9. The Institution shall have the full responsibility for the conduct of any Student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.

E. MUTUAL RESPONSIBILITIES:

1. No provision in this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Facility medical staff from designating any patient as a non-teaching patient.

2. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the Program hereunder is mutually beneficial. The parties will cooperate to promote an environment that will maximize the mutual benefits to the clinical experiences and patient care. At the instance of either party a meeting or conference will be promptly held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the Program.

3. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Facility and the Institution; without limiting the generality of the foregoing, no rights are intended to be created for any patient, Student, parent or guardian of any Student, spouse, next of kin, employer or prospective employer of any Student.

4. Facility and Institution acknowledge that protection of participants in the Program from exposure to blood-borne pathogens is the joint concern of Facility, Institution and the Student and faculty participants. Facility will make available to such participants for use within the Facility all personal protective equipment, including gloves, gowns, airways, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to each such participant's Program. Facility shall provide such participants with education regarding bloodborne pathogens appropriate to each such participant's clinical training at Facility, and, shall maintain documentation of such education.

Institution shall, to the extent required by law or regulation, offer to such participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. In the event of an exposure, to the extent required by law, Institution will be responsible for offering appropriate testing to each such affected participant, providing appropriate medical care and counseling, and record-keeping. Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to Institution.

5. The term of this Agreement for training shall commence on November 1, 2012 and, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Institution on December 31 of each calendar year of the term, provided that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the Institution's provision of written notice of non-renewal to Facility at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Facility until fully paid for by the Institution.

This \_\_\_\_ day of \_\_\_\_\_, 2012.

**INSTITUTION**

Cherokee County, Georgia  
150 Chattin Drive  
Canton, GA 30115

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

Print Name: \_\_\_\_\_

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

**FACILITY**

Northside Hospital-Cherokee, Inc.  
201 Hospital Road  
Canton, GA 30114

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

Print Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Name, Title: \_\_\_\_\_

[AFFIX CORPORATE SEAL]

**EXHIBIT A**

**CLINICAL PROGRAMS SUBJECT TO THIS STATEMENT OF RELATIONSHIPS**

**Student**  
**GEORGIA EMT – ADVANCED EMT CURRICULUM**

**AND**

**GEORGIA EMT – PARAMEDIC CURRICULUM**

Agreed to by Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Institution: \_\_\_\_\_

Date: \_\_\_\_\_

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 engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, 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 in the form attached hereto as Exhibit "C." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

45881  
Federal Work Authorization User Identification Number

9/7/12  
Date of Authorization

Northside Hospital  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on Thu, 9, 2012 in Atlanta (state).

Sherrie Kuhns  
Signature of Authorized Officer or Agent

Sherrie Kuhns  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 7th DAY OF  
September, 2012.

Deborah Ann Cox

NOTARY PUBLIC  
DEBORAH ANN COX  
EXPIRES  
GEORGIA  
MAR. 15, 2013  
PUBLIC  
GWINNETT COUNTY  
My Commission Expires:



Cherokee County, Georgia  
Agenda Request

2.4

SUBJECT: DECA 24Hr Maintenance Contract MEETING DATE: October 16, 2012

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Requesting approval to renew a contract with DECA, AMR Business Products, Inc. of Marietta, GA to provide software support and maintenance for the 24-Hour Recording Equipment in the 9-1-1 Center.

FACTS AND ISSUES:

There has been no change in the contract rate from the previous two years. This fee includes service, support, remote and on-site repair, includes labor, parts, software and hardware and 24/7 monitoring of the recording equipment.

BUDGET:

Budgeted Amount:	\$7,354.00	Account Name: <u>Non Asset Computers</u>
Amount Encumbered:	\$ na	Account #: <u>2800000-531660</u>
Amount Spent to Date:	\$ na	
Amount Requested:	\$7,354.00	
Remaining Budget:	\$ na	
Budget Adjustment Necessary:	<u>No</u>	

ADMINISTRATIVE RECOMMENDATION:

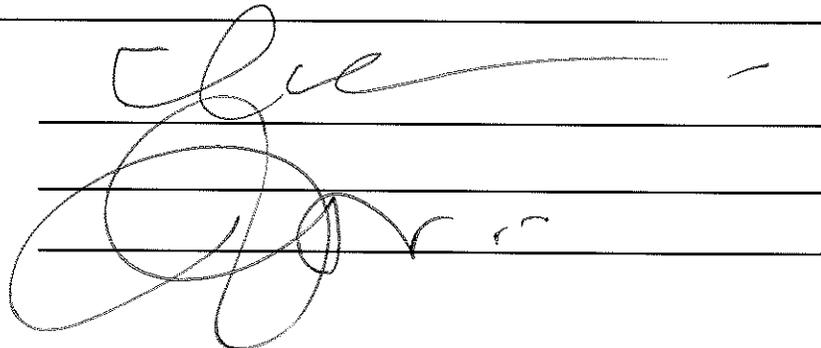
To approve the renewal of a contract with DECA, AMR Business Products for software support and maintenance for the 24-Hour E 9-1-1 recording equipment.

REVIEWED BY:

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

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

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



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

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of October, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and DECA, a business, ("Consultant"), collectively referred to as the "Parties."

#### WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as GMS; and

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

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

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

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

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

##### A. Project Description

Maintenance Contract for 911 Recorder

##### B. The Work

The Work to be completed under this Agreement (the "Work") consists of Service, Support, Repair & Onsite repair, include labor, parts, SW+HW 24/7 Monitoring

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

Consultant warrants and represents that it will perform its services in a prompt and timely

manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before 9-30-2013. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County. *This is A RENEWABLE CONTRACT* (M)

## II. WORK CHANGES

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

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

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

## III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are*

incurred and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$7354.00 (PRO RATA) except as outlined in Section II(C) above. The compensation for Work performed shall be based upon ANNUAL [specify hourly rate, flat fee, or other basis] FLAT FEE.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed NA percent of the total amount due for Work for that particular month.

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

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

##### B. Budgetary Limitations

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

##### C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further

agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Consultant's Reliance on Submissions by the County**

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

**E. Consultant's Representative**

DECA Technical Staff shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the

indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

#### H. Independent Contractor

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

#### I. Insurance

##### (1) Requirements:

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

##### (2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of

\$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is

brought.

- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

to the expiration of the coverage.

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

**J. Employment of Unauthorized Aliens Prohibited**

(1) **E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

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

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

**(2) SAVE Affidavit and Secure Verifiable Document**

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn

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

K. Records, Reports and Audits

*Our Contract is based on a flat fee rate (2)*

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

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

**P. Authority to Contract**

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

**Q. Ownership of Work**

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

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to 911 Center, in order for Consultant to complete the Work.

**B. County's Representative**

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

**VI. TERMINATION**

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

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

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

D. The rights and remedies of the County and the Consultant provided in this Article

are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### **VII. NO PERSONAL LIABILITY**

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

#### **VIII. ENTIRE AGREEMENT**

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

#### **IX. SUCCESSORS AND ASSIGNS**

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

#### **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

#### **XI. CAPTIONS AND SEVERABILITY**

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

Agreement shall remain in full force and effect to the extent possible.

## XII. BUSINESS LICENSE

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

## XIII. NOTICES

### A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Priscilla for the County and Harold Davis for the Consultant.  
Bridge

### B. Official Notices

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

**NOTICE TO THE COUNTY** shall be sent to:

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

**NOTICE TO THE CONSULTANT** shall be sent to:

850 Chestnut Corner, Marietta, GA 30066

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

## XIV. WAIVER OF AGREEMENT

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

**XV. NO THIRD PARTY RIGHTS**

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

**XVI. SOVEREIGN IMMUNITY**

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

**XVII. FORCE MAJEURE**

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

DECA  
By: Joy Rhat  
Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

Laura McDonald

Witness

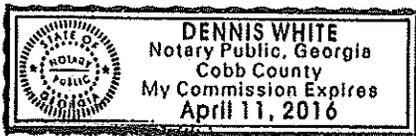
Dennis White

Notary Public

[NOTARY SEAL]

My Commission Expires:

APRIL 11, 2016



CHEROKEE COUNTY

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, 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 in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

500695  
Federal Work Authorization User Identification  
Number

2-6-12  
Date of Authorization

DECA  
Name of Contractor

GMS  
Name of Project

AMR Business Products, Inc  
Name of Public Employer  
dba DECA

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

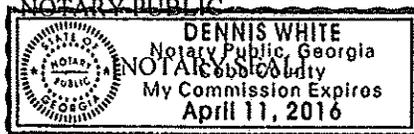
Executed on Sept 26, 2012 in Maricotta,  
GA (state).

Joy Rhodes  
Signature of Authorized Officer or Agent

Joy Rhodes, President  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 23 DAY OF  
SEPT, 2012.

Dennis White  
NOTARY PUBLIC



My Commission Expires:  
APRIL 11, 2016

**EXHIBIT "B"**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

N/A

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city),  
\_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

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

**EXHIBIT "C"**  
**SAVE Affidavit**

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

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

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

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

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

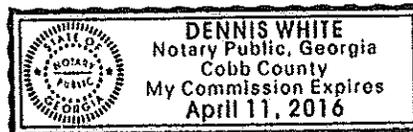
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

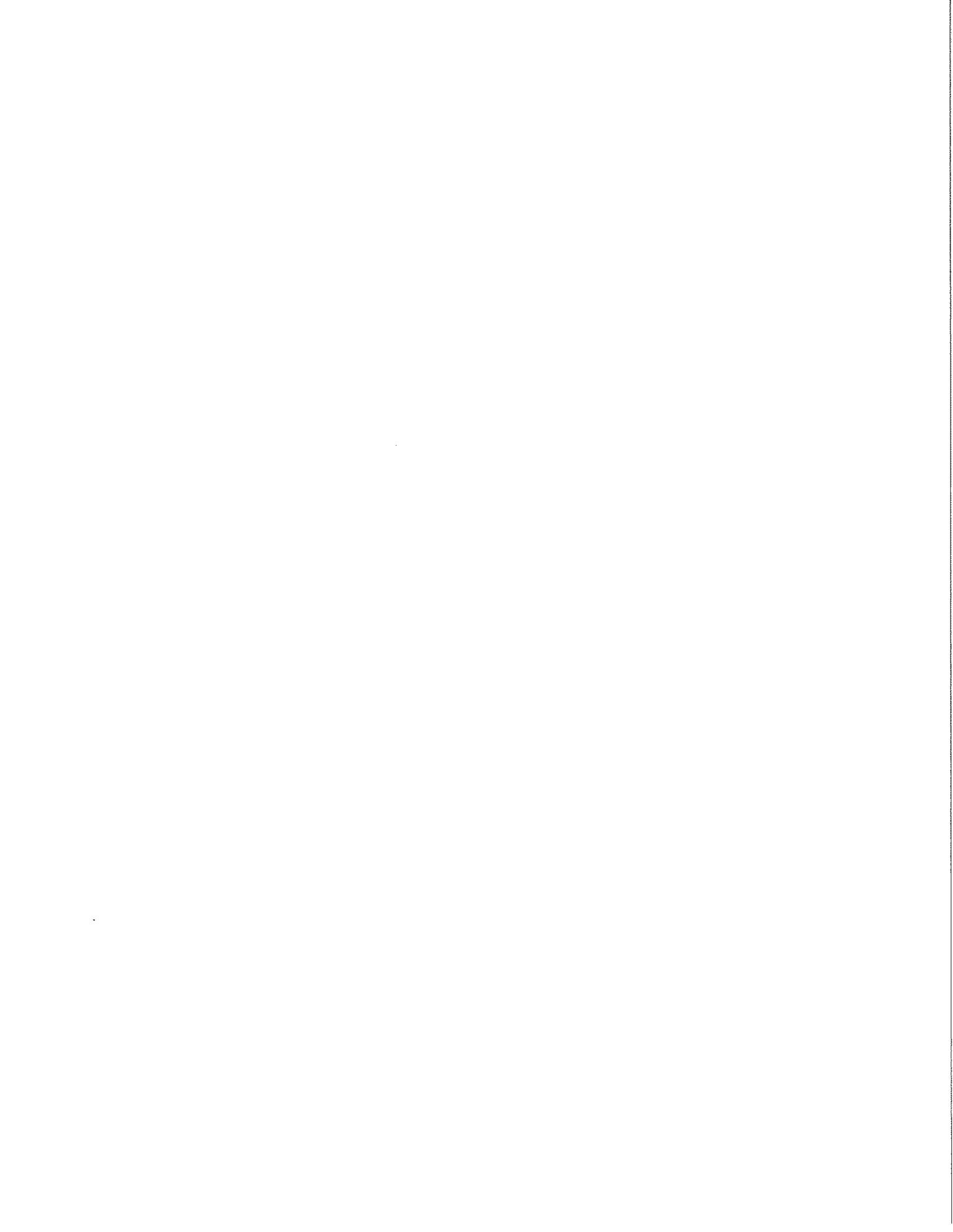
Executed in Marietta (city), GA (state).

Joy Rhodes  
Signature of Applicant

Joy Rhodes  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
25 DAY OF SEPT, 2012  
Dennis White  
NOTARY PUBLIC  
My Commission Expires:  
APRIL 11, 2016





**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Award RFB 2012-37: Fire Helmets

MEETING DATE: 10/16/2012

SUBMITTED BY: Chief Tim Prather

---

**COMMISSION ACTION REQUESTED:**

Award County's standard Professional Services Agreement (PSA) 2012-37 to low bidder Georgia Fire and Rescue Supply for the purchase of Cherokee Fire and Emergency Services firefighting helmets at a not to exceed price of \$178.25 per helmet.

---

**FACTS AND ISSUES:**

The Procurement and Risk Management Department released RFB 2012-37 on the County's website on September 10, 2012 for the purchase of firefighting helmets. Bids were due on September 25, 2012. Only one bid was received, Georgia Fire and Rescue Supply at \$178.25 per helmet.

Cherokee Fire and Emergency Services and the Procurement and Risk Management Department recommend awarding the PSA to the sole bidder, Georgia Fire and Rescue Supply.

Funding will be split between EMS Fund 580 and Fire Fund 270. \$25,000 will come from EMS Fund, Line Item 53630000-531710 and the remaining \$28,475 will come from Fire Fund, Line Item 23520000-531710. The Department does not anticipate purchasing more than 300 helmets per fiscal year (maximum \$53,475).

---

**BUDGET:**

Budgeted Amount:	\$141,927	Account Name:	Bunker Gear
Amount Encumbered:	\$999	Account #:	xxxxxxxx-531710
Amount Spent to Date:	\$0		
Amount Requested:	\$53,475 (not to exceed)		
Remaining Budget	\$87,453		

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.

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**ADMINISTRATIVE RECOMMENDATION:**

Authorize Chairman to execute PSA 2012-37 to Georgia Fire and Rescue Supply in an amount not to exceed \$178.25 per helmet for the purchase of firefighting helmets.

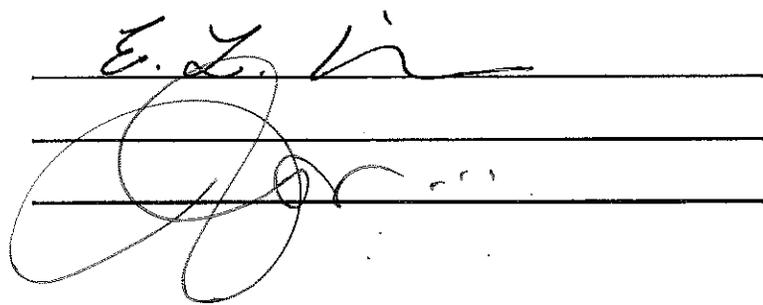
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**REVIEWED BY:**

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

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

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



CHEROKEE COUNTY  
BOARD OF COMMISSIONERS

RFB 2012-37: FIRE HELMETS  
CHEROKEE COUNTY FIRE AND EMERGENCY SERVICES  
BID OPENING: SEPTEMBER 25, 2012, 10AM EST

	BIDDER	APP A	APP B		PRICE PER HELMET
			YES	NO	
1	Go Fire & Rescue	✓	✓		178 <sup>25</sup>
2					
3					
4					
5					
6					
7					
8					

Attendees:

KB Thompson

Jeff Windborg



Cherokee County  
Board of Commissioners

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

Professional Services Agreement  
for  
FIRE FIGHTING HELMETS  
for  
CHEROKEE COUNTY FIRE & EMERGENCY  
SERVICES

**Consultant:** Georgia Fire & Rescue Supply  
602 Water Tank Rd  
Canton, GA 30115  
Tel: 770-479-5495  
Fax: 770-479-9040

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this 16<sup>th</sup> day of October, 2012 by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), Georgia Fire and Rescue Supply ("Consultant"), collectively referred to as the "Parties."

### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as providing helmets for Cherokee County Fire and Emergency Services (the "Work"); and

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

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

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

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

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

### I. SCOPE OF SERVICES AND TERMINATION DATE

#### A. Project Description

The Work to be completed under this Agreement (the "Work") can generally be described as providing helmets for Cherokee County Fire and Emergency Services and as outlined in RFB 2012-37: Helmets.

#### B. The Work

The Work to be completed under this Agreement (the "Work") consists of delivering product as per Bid submitted in response to RFB 2012-37: Helmets. All helmets shall meet or exceed NFPA 1071 Standards on Protective Ensemble for Structural Fire Fighting 2007 Edition. Helmets shall be Bullard USTM6<sup>TM</sup> Traditional Series Structural Fire Helmets or similar product, shall have a four-inch (4") face shield with a six-inch (6") brass eagle in front, and shall have a black matte finish.

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

Consultant warrants and represents that it will deliver the product within thirty (30) days of order by Cherokee County Fire and Emergency Services. This Agreement shall commence as of the date first written above, and the Initial Term shall be for one (1) calendar year, with two (2) each one (1)-year extensions. Since the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

**II. WORK CHANGES**

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

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

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

**III. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Consultant for the products upon certification by the County that the products were actually delivered in accordance with the Agreement. Compensation for products delivered shall be paid to the Consultant upon receipt and approval by the County of an invoice setting forth in detail the products delivered. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid by the County to the Consultant under this Agreement as compensation for products delivered or services provided shall not, in any case, exceed **\$178.25 per helmet or a maximum of \$53,475 (300 helmets) annually**, except as outlined in Section II(C) above. The compensation for products delivered shall be based upon the Bid submitted by Consultant dated September 20, 2012. There is no guaranteed minimum or maximum number of helmets to be ordered in a year. The \$178.25 per helmet price shall be held constant for the entire Term of this Agreement, including the two (2) renewal one-year renewals, if renewed.

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

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

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

##### B. Budgetary Limitations

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

##### C. County's Reliance on the Work

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

##### D. Consultant's Reliance of Submissions by the County

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information

provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

**Jeff Whidby** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

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

**H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials

necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

As the County and Consultant are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed in writing signed by both parties hereto. The Consultant agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Consultant to do so, unless specifically authorized, in advance and in writing, to do so and then only for the limited purpose state in such authorization. The Consultant shall assume full liability for any contracts or agreements that the Consultant enters into on behalf of the County without the express knowledge and prior written consent of the County.

**I. Insurance**

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

the County.

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage: The insurer providing Worker's Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(ii) Policies shall have concurrent starting and ending dates.

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

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

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

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

(9) County as Additional Insured and Loss Payee: The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

(1) E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibit "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Consultant's subconsultants have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided as Exhibit A and submitted such affidavit to the County. In the event the Consultant employees or contracts with any subconsultant(s) in connection with the covered Agreement, the Consultant agrees to secure from such subconsultant(s) attestation of the subconsultant(s) compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subconsultant's execution of the subconsultant affidavit, the form of which is attached hereto as Exhibit B and such subcontractor affidavit shall become part of the consultant/subconsultant agreement. Further Consultant agrees to provide completed copies of Exhibit B to the County within five (5) business days of receipt from any subconsultant.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subconsultant's verification process at a reasonable time to determine that the verification was correct and complete. The Consultant's and Consultant's subconsultant's shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract.

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

Consultant hereby agrees to comply with the requirements of the Federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the affidavit attached hereto as Exhibit A.

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

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

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

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the County each time that Consultant obtains a public benefit, including any contract/agreement, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the

Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

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

**K. Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

**P. Authority to Contract**

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

**Q. Ownership of Work**

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

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for the Consultant and all necessary equipment to the premises where the products are to be delivered or services are to be performed

in order for the Consultant to complete their Work.

**B. County's Representative**

Danny Daniels of Cherokee County Fire and Emergency Services, or their designee, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**VI. TERMINATION**

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

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

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

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

**VII. NO PERSONAL LIABILITY**

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

**VIII. ENTIRE AGREEMENT**

This Agreement and all Exhibits thereto constitute the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or

binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### **IX. SUCCESSORS AND ASSIGNS**

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

#### **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

#### **XI. CAPTIONS AND SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement.

Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid or unenforceable, the offending portion of the Agreement should be severed and such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

#### **XII. BUSINESS LICENSE**

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

#### **XIII. NOTICES**

##### **A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between the representatives outlined in Sections IV-E and V-B above.

**B. Official Notices**

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

**NOTICE TO THE COUNTY** shall be sent to:

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

With a copy sent to:  
Cherokee County Procurement & Risk Management Department  
1130 Bluffs Parkway  
Canton, Georgia 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Georgia Fire and Rescue Supply  
602 Water Tank Rd  
Canton, GA 30115

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

**XIV. WAIVER OF AGREEMENT**

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

**XV. SOVEREIGN IMMUNITY**

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

## **XVI. FORCE MAJEURE**

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

## **XVII NO PERSONAL LIABILITY**

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

## **XVII NO THIRD PARTY RIGHTS**

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

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first above written.

**CONSULTANT:**

By: Jeff Whidby, Jeff Whidby  
Its: Vice President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

Paula Samuels  
Witness

Carolyn Haynes  
Notary Public

**CAROLYN HAYNES**  
Notary Public, Cherokee County, State of Georgia  
My Commission Expires March 29, 2014

[NOTARY SEAL]

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

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

EXHIBIT "A"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement 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 in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

146800  
Federal Work Authorization User Identification  
Number  
8/22/2008  
Date of Authorization  
Georgia Fire and Rescue Supply  
Name of Contractor  
PSA 2012-37: Helmets  
Name of Project  
Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on the 8th day of October, 2012  
in Canton (city), Ga. (state).

Jeff Whidby  
Signature of Authorized Officer or Agent

Jeff Whidby  
Printed Name of Authorized Officer or Agent

Vice President  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this  
8 day of Oct,  
2012.

Carolyn Skynes  
Notary Public

[NOTARY SEAL]

My Commission Expires

CAROLYN HAYNES  
Notary Public, Cherokee County, State of Georgia  
My Commission Expires March 29, 2014

NOT APPLICABLE

EXHIBIT "B"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification  
Number

Date of Authorization

Name of Subcontractor

PSA 2012-37: Helmets  
Name of Project

Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Subscribed and sworn before me on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Notary Public

[NOTARY SEAL]

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

EXHIBIT "C"

SAVE Affidavit  
O.C.G.A. § 50-36-1(e)(2) Affidavit

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

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

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

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

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

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

Executed in Canton (city), GA (state).

Jeff Whidby  
Signature of Applicant

JEFF WHIDBY  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8 DAY OF Oct, 2012

Carolyn Haynes  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

[NOTARY STAMP]

CAROLYN HAYNES  
Notary Public, Cherokee County, State of Georgia  
My Commission Expires March 29, 2014





# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
10/04/2012

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

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> Jey Willis State Farm Insurance 147 Reinhardt College Parkway Suite 2 Canton, GA 30114	<b>CONTACT NAME:</b> Jey Willis <b>PHONE (A/C, No, Ext):</b> 770-720-1200 <b>FAX (A/C, No):</b> 770-720-1208 <b>E-MAIL ADDRESS:</b> jey@jeywillis.com <b>PRODUCER CUSTOMER ID #:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E:

DESCRIPTION OF VEHICLE OR EQUIPMENT					
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	
2008	Ford	F250DS	Pickup	1FDNF20S18EE48592	
DESCRIPTION			SERIAL NUMBER		

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

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

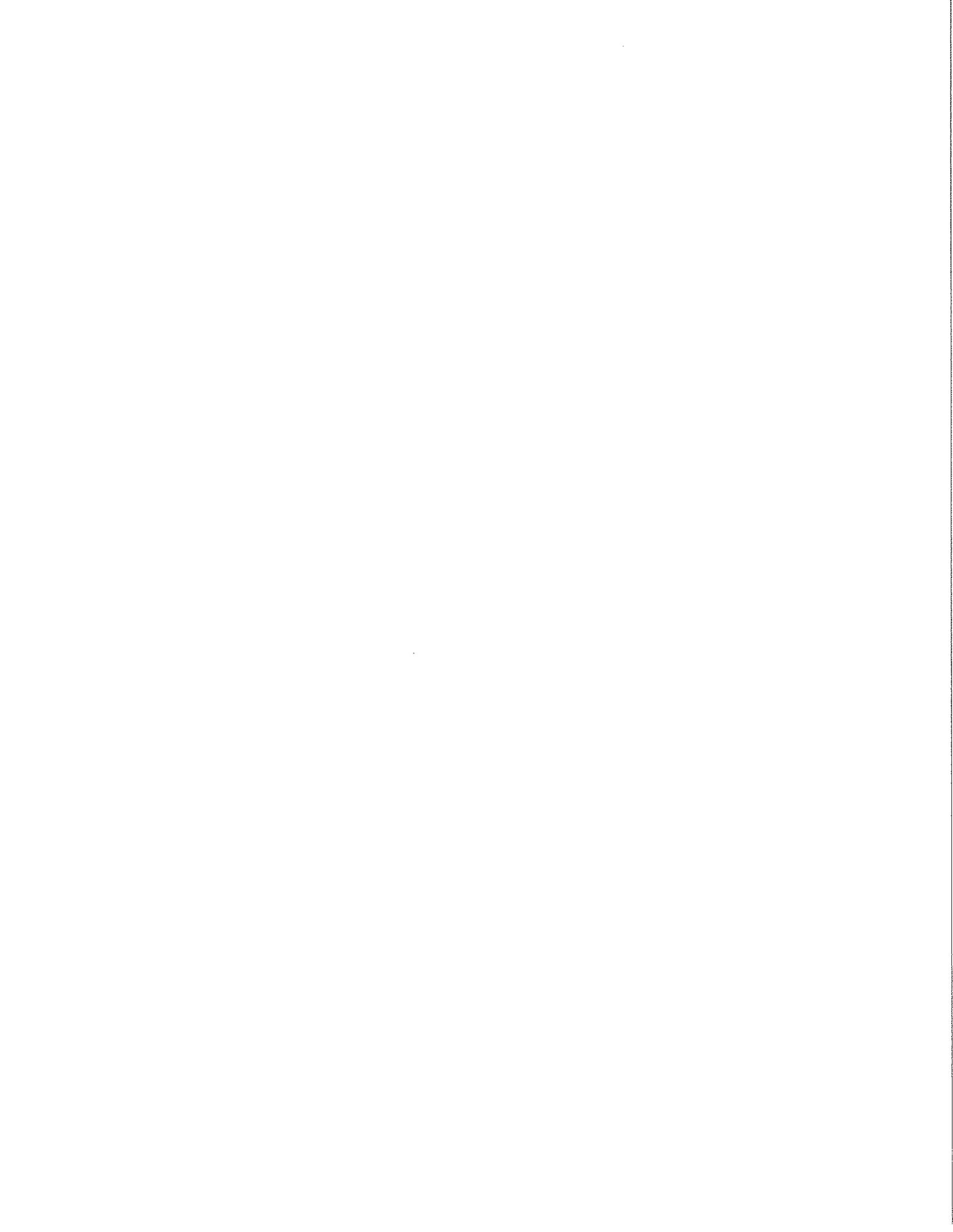
INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	388 3206-B26-11D	08/30/2012	02/30/2013	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1,000,000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1,000,000
						EACH OCCURRENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	388 3206-B26-11D	08/30/2012	02/30/2013	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	388 3206-B26-11D	08/30/2012	02/30/2013	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
		<input type="checkbox"/> PROPERTY				<input type="checkbox"/> STATED AMT	\$ 1000      DED
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$      DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Also covers hired, non-hired, and owned vehicles. Also carries Uninsured Motorist Coverage with limits 100/300/50 with a \$250 deductible

ADDITIONAL INTEREST		CANCELLATION	
Select one of the following: <input checked="" type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST		
NAME AND ADDRESS OF ADDITIONAL INTEREST Cherokee County Board of Commissioners 1130 Bluffs Parkway Canton, GA 30114	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE		
	LOAN / LEASE NUMBER		
	AUTHORIZED REPRESENTATIVE Mary E. Esther		

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Cherokee County, Georgia  
Agenda Request

SUBJECT: Approval to Surplus House & Other Structures @ 2261 Sixes Road MEETING DATE: 10/16/12

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration to surplus existing mobile home, garage & screened porch located at 2261 Sixes Road on parcel acquired to expand parking and amenities for Blanket's Creek Bike Trails (Babb Parcel).

FACTS AND ISSUES:

Cherokee County acquired the existing mobile home, garage & screened porch located at 2261 Sixes Road as part of the property purchased to expand the parking and amenities for Blanket's Creek Bike Trails. The resident at that time was granted a life lease. She has since passed away. Her son, the executor of her estate, has removed all her personal belongings and submitted the keys to Cherokee County staff.

Construction has begun on the improvements to the parking and amenities for Blanket's Creek Bike Trails. Before construction is complete and the structures become an attractive nuisance, the recommendation is to demolish the existing mobile home, garage & screened porch.

The structures have been secured and all utilities have been disconnected. The structures will be demolished by County forces.

BUDGET:

Budgeted Amount: None	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	Remaining Budget:
Budget Adjustment Necessary: No	If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus existing mobile home, garage & screened porch located at 2261 Sixes Road on parcel acquired to expand parking and amenities for Blanket's Creek Bike Trails.

REVIEWED BY:

DEPARTMENT HEAD:

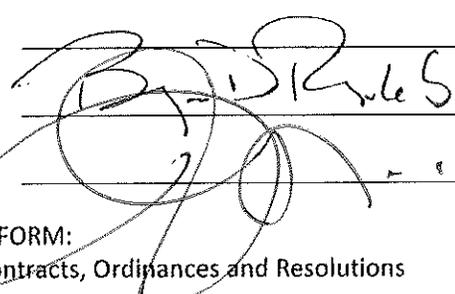
AGENCY DIRECTOR:

COUNTY MANAGER:

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY:



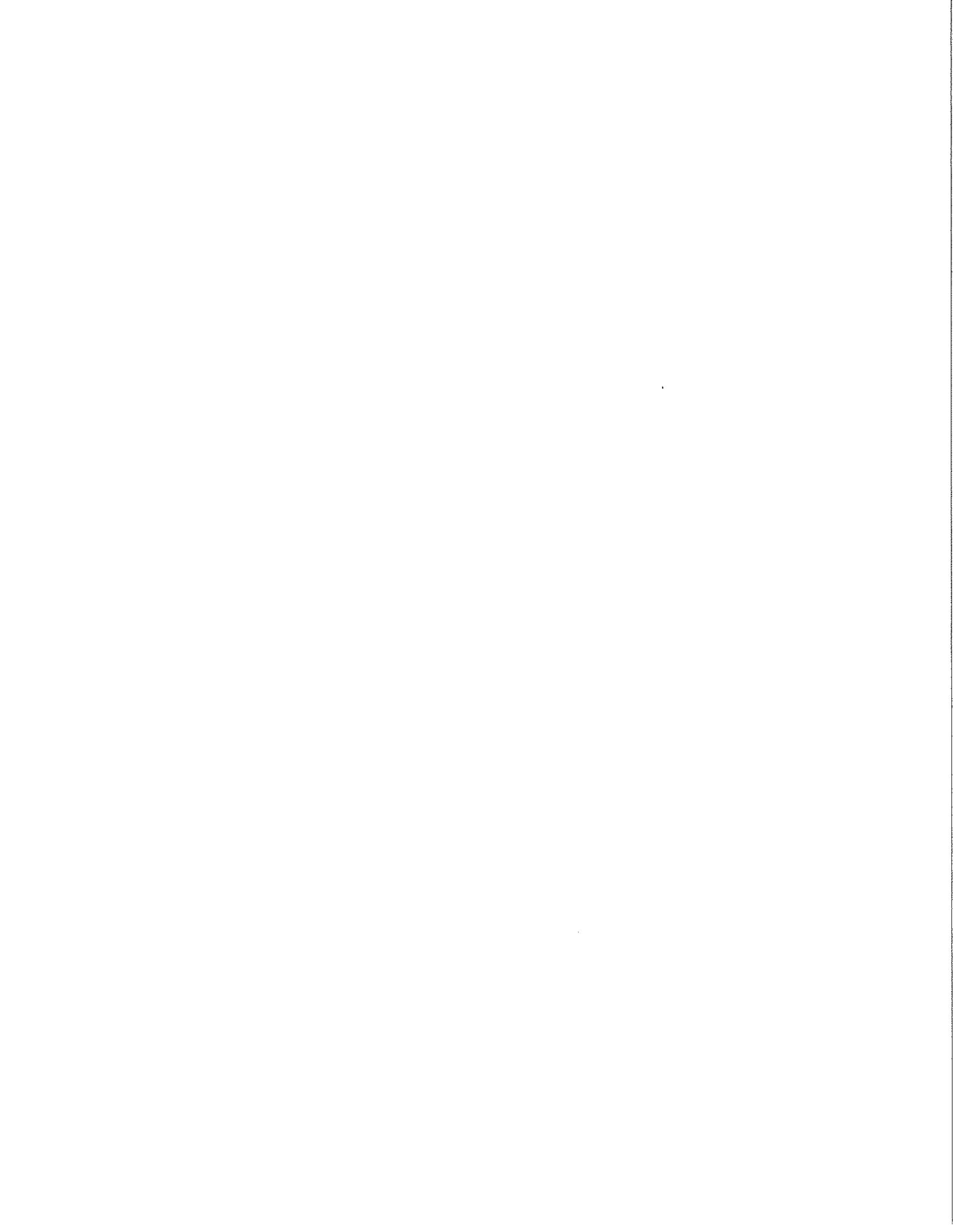
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Cherokee County, Georgia  
Agenda Request

SUBJECT: CRPA Volunteer Handbook  
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: 10/16/12

COMMISSION ACTION REQUESTED:

Consideration of Policies and Procedures Volunteer Handbook for Cherokee Recreation & Parks Agency Volunteers

FACTS AND ISSUES:

CRPA staff has been working for the past several months to consolidate our policies and procedures for volunteers in one handbook. The purpose of the handbook is to provide guidance, structure and direction to CRPA staff and volunteers throughout the volunteer process. It provides policies, procedures, and guidelines to promote a mutually beneficial relationship between volunteers and the agency.

The handbook has been organized by topic including Volunteer Assignments & Training, Recruitment and Selection Policies, Safety & Security Policies, Suspected Child Abuse Reporting, Volunteer Conduct, Drugs & Alcohol, Dress Code, Volunteer Evaluation & Recognition, and more. It also includes a "job description for each volunteer" and Volunteer Application and Agreement.

While some of these policies are new, many are currently in place. The handbook was reviewed and approved unanimously by the Recreation & Parks Advisory Board at their 9/25/12 meeting. The full handbook is enclosed for your review.

BUDGET:

Budgeted Amount: None	Account Name: None
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested: None	Remaining Budget:
Budget Adjustment Necessary: No	If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Approval of the CRPA Volunteer Handbook

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 Volunteer Handbook



**Cherokee Recreation & Parks Agency  
Volunteer Handbook**

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## Introduction

Welcome to the Cherokee Recreation & Parks Agency. Thank you for joining our corps of volunteers.

Cherokee Recreation & Parks Agency's (CRPA) volunteer program is designed to coordinate and manage volunteer efforts which support existing services provided to the citizens of Cherokee County (the County). We thank you for your dedication to the leisure services of others and welcome you as a new volunteer. Volunteers are tremendously important to us as you make a vital contribution to the overall operation of our agency.

## About this Handbook

The purpose of this handbook is to provide guidance, structure and direction to CRPA staff and volunteers throughout the volunteer process. The Volunteer Handbook provides policies, procedures, and guidelines to promote a mutually beneficial relationship between volunteers who share their time, talents, and skills. This handbook does not constitute a binding contractual or personnel agreement. It is understood that being a volunteer is a privilege, not a right, and that volunteers for CRPA are ambassadors for the County and CRPA and must therefore represent themselves professionally and with integrity at all times.

The handbook has been organized by topic to help you find information you need easily. You are also encouraged to talk with your supervisor if you have any questions about the content of this handbook.

Cherokee County reserves the right to modify the policies in this handbook without prior notification. The policies described in this handbook replace all prior policies, handbooks, manuals or policy guidance provided.

Again, thank you for giving your time and talents. We hope that you find volunteering with CRPA a positive and rewarding experience.

## Mission Statements

### ***Cherokee County***

OUR GOAL: To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work and play.

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

OUR COMMITMENT: Service Excellence & Continuous Improvement; Accelerate Infrastructure Improvements; State-of-the-art Public Safety facilities, training and personnel; Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.

### ***Cherokee Recreation & Parks Agency***

Quality People Delivering Quality Services for your Quality of Life

### ***Volunteer Program***

The mission of the CRPA's Volunteer Program is to actively promote a mutually rewarding relationship between volunteers who offer their talents, skills and time and CRPA staff who will support them in their efforts to foster a lasting impression on our customers while building our programs and a reputation of quality.

Our commitment to our fundamental values brings us together with a common purpose and inspires us to excel and to behave in ways that inspire the trust of Cherokee County citizens. Each of us is responsible for upholding with these values every day.

## Values

Our CRPA values provide the foundation for the way we behave and the standard to which we hold ourselves. Each of us is responsible for upholding the values every day:

- Accountability,
- Collaboration,
- Commitment,
- Results, and
- Trustworthiness.

## **Definition of Volunteer**

A CRPA volunteer is an individual who, beyond the responsibilities of paid employment, freely assists CRPA in the accomplishment of its mission without expectation or receipt of compensation.

## **Why You Should Volunteer**

Volunteering has multiple benefits from professional growth to personal growth. Highlighted below are only some of the benefits that you may experience along the way.

- Experience a sense of achievement and personal fulfillment that volunteering can bring.
- Become affiliated with CRPA, its mission, staff, programs, and events.
- Meet some outstanding people.
- Gain experience in a new area of interest.
- Acquire service hours for community service, school projects, etc.
- Earn recommendations for future employment.
- Build your resume and further your professional development.
- And last but not least, you get to have fun!

## **Goals of CRPA Volunteer Program**

- Develop a reliable and varied network of human resources to support the delivery of leisure services to the citizens of Cherokee County.
- Bring together volunteer resources and complement county services including but not limited to youth sports, special events, special populations, and park and facility maintenance.
- Enhance the agency's image and public relations in the community.
- Provide volunteers with good training, communication, and resources so they will be prepared, welcomed, and connected to CRPA.
- Provide opportunities for volunteers to connect with the community and enhance their quality of life.

## **Insurance**

Volunteers are not provided Worker's Compensation or General Liability coverage.

## **Hold Harmless Statement**

The volunteer agrees to defend, indemnify and hold harmless the County and its officers, employees, servants and agents thereof from any and all claims, suits or actions for injuries to persons, including death, and damage to property of others, or of the volunteer, that may arise from or result in any way from the performance of your duties as a volunteer. The volunteer is required to sign the Volunteer Release Form.

## **Role of Volunteer Coordinators**

CRPA has four divisions: Administrative, Athletics, Park Maintenance, and Recreation. Division Directors and/or Coordinators are responsible for coordinating volunteers within their division. Division Directors and Coordinators provide central contact, offering coordinated and effective management under CRPA's guidelines for the benefit of staff and volunteers in their efforts to provide productive services to the citizens of Cherokee County.

## Volunteer Assignments & Training

Assignment descriptions will be provided for all volunteers outlining their purpose, duties and responsibilities, coordinator contact, training and orientation and any necessary protective equipment.

Volunteers accepted for assignment will be notified by CRPA staff. Necessary training will be provided by CRPA personnel overseeing the volunteer assignment. Volunteers are encouraged to participate in the training as scheduled. If a volunteer cannot participate at the appointed day/time, then CRPA staff may make special arrangements with the volunteer to be trained at an alternative time provided it does not hinder the carrying out of volunteer duties. Training may be scheduled a few weeks prior to the start of an assignment (i.e. youth sports coach) or may be conducted immediately prior to the start of an assignment (i.e. special events or a park work day).

CRPA staff will provide instruction and training to ensure all volunteers perform a task properly and safely. Volunteers will be provided with knowledge of CRPA rules and regulations. Personal protective equipment may be provided to the volunteer if necessary to complete the assignment.

### *List of Assignments and Purpose*

**Adaptive/Inclusion Volunteer:** Under the general direction of a Recreation Coordinator, volunteers assist with therapeutic recreation (TR) programs. TR programs are designed for individuals with special needs. The majority of our population served is developmentally delayed. Volunteers will serve as chaperones or buddies.

**Basketball Gym Director:** Under the general direction of Athletic Division Staff, a Basketball Gym Director will strive to lead community involvement where children and their families can participate in youth basketball. You will promote equitability, fairness, integrity, sportsmanship, teamwork, and responsibility. You will be considered a role model for young athletes and for your community. Regular availability and communication is a necessity.

**Park Volunteer:** Under the general direction of the Park Maintenance Superintendent or Crew Leader, volunteers perform general cleanup of parks and facilities to include, but not be limited to, cleaning of facilities and park grounds, trash pickup/removal, ball field maintenance, spreading mulch and/or pine straw, painting, organizing supplies and inventorying.

**Service Oriented Volunteer:** Under the general direction of the Park Maintenance Superintendent, service volunteers assist with specific park projects including landscaping, park clean-ups, etc. Service Oriented Volunteers include, but are not limited to, eagle or girl-scout projects, school projects, community service projects, service club projects, etc.

**Special Events Volunteer:** Under the general direction of a Recreation or Athletic Coordinator, volunteers assist with special events including, but not limited to, greeting participants, set-up and take down, running booths, interact and distribute information to the public, clean up after events, monitor County equipment, and monitor event entry and exit points.

**Volunteer Facility Assistant:** Under the general direction of the Receptionist/Registrar, volunteers are responsible for granting renters access to facilities and supporting the highest levels of customer service for visitors. Performs facility reservations and receives monies; handles routine complaints, inquiries and requests for building. Volunteer maintains building security.

**Youth Sports Coach:** Under the general direction of Athletic Division Staff, a volunteer coach will strive to create a positive learning environment where children learn sportsmanship,

fundamental skills, teamwork, and responsibility. You will be considered a role model for young athletes. Sportsmanship, fair play, and full participation are all mandatory.

## **Dual Role of CRPA Volunteers and Employees**

At times, employees of CRPA or Cherokee County may desire to volunteer for the organization. Exempt employees may volunteer for CRPA. However, because of the overtime requirements of the Fair Labor Standards Act, non-exempt employees may only volunteer for CRPA in certain limited circumstances. Specifically, a non-exempt employee is not permitted to volunteer his or her time to CRPA, except when all of the following conditions have been met:

1. The service is entirely voluntary with no promise of advancement or penalty for not volunteering -- that is, it is not coerced;
2. The volunteer work is sufficiently distinct from, and in a different capacity than, the work for which the non-exempt employee is paid. For example, a non-exempt employee who teaches any courses as part of his or her usual job functions may not “volunteer” to teach other courses; and
3. The volunteer neither expects to receive pay for the volunteer work nor receives any wages for the work.

Any employee who wishes to volunteer services for CRPA must speak to his or her manager and appropriate personnel, before performing any such volunteer service.

## **Recruitment and Selection Policies**

### ***Role of Volunteer Services***

The productive involvement of volunteers requires a planned and organized effort. The function of Volunteer Services – a program within each CRPA Division, is to provide coordination for effective volunteer placement within CRPA and to direct and assist volunteer and employee efforts jointly to provide more productive services. Volunteer Services shall also bear responsibility for maintaining liaison with other volunteer programs in the community and assisting in community-wide efforts to recognize and promote volunteering. Volunteer Services shall bear primary responsibility for planning for effective volunteer deployment, for assisting staff in identifying productive and creative volunteer roles, for recruiting suitable volunteers and for tracking and evaluating the contributions of volunteers to the organization.

### ***Volunteer Records, References and Privacy***

CRPA maintains records of each volunteer which are the property of CRPA and are confidential. Volunteers are required to notify your supervisor of any changes in contact information (i.e., emergency contact notification, information, home address, telephone number(s), email address) and to report any additional educational and skill training acquired after joining CRPA. Volunteers may review their records in accordance with county policy.

### ***Volunteer Position Descriptions***

Every registered volunteer position in CRPA has a volunteer position description summarizing the principal duties, responsibilities, qualifications and essential work functions of the volunteer assignment. Volunteer position descriptions should be periodically updated to reflect changes in title, assignment or essential work functions.

### ***Recruitment and Equal Opportunity***

Volunteers are recruited by CRPA on a pro-active basis, with the intent of broadening and expanding volunteer involvement to assist with CRPA programs and services. Volunteers are recruited without regard to gender, disability, age, race or other condition. Volunteers are recruited based upon their skills, abilities and suitability to perform volunteer responsibilities. The prospective volunteer:

- Completes a volunteer application;
- Participates in a screening interview;

- Provides appropriate references and signs a release for a background check;
- Completes volunteer orientation;
- Reviews and then signs the CRPA Acknowledgement;
- Reviews and then signs the CRPA Release Agreement.

In placing a volunteer in a position, attention shall be paid to the interests and capabilities of the volunteer and to the requirements of the volunteer position. No placement shall be made unless the requirements of both the volunteer and the supervising staff can be met; no volunteer should be assigned to a “make-work” position and no position should be given to an unqualified or uninterested volunteer.

***Nepotism and Fraternization***

CRPA permits the volunteer involvement of qualified relatives of employees as long as such volunteer involvement does not; in the opinion of the CRPA Director create actual or perceived conflicts of interest. For purposes of this policy, “relative” is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew or corresponding in-law or “step” relation – or other individuals the unit considers a “relative” such as “significant other” with whom the volunteer has a relationship.

CRPA exercises sound business judgment in the placement of related volunteers in accordance with the following guidelines:

1. Individuals who are relatives may work in the same CRPA facility, as long as no direct reporting or supervisory relationship exists. No volunteer is permitted to work within the “chain of command” of a relative such that the volunteer’s work responsibilities or career progress could be influenced by a relative.
2. No relatives are permitted to work in any positions, in which CRPA believes an inherent conflict of interest may exist, including but not limited to,
  - a. Where one relative would have the authority to supervise, appoint, remove, discipline or evaluate the performance of the other,
  - b. Where one relative would be responsible for auditing the work of the other,
  - c. Or other circumstances which would place the relatives in a situation of actual or reasonably foreseeable conflict between CRPA’s interest and their own.
3. Volunteers who marry or enter into a romantic relationship while volunteering are treated in accordance with these guidelines. If, in the opinion of CRPA an actual or apparent conflict arises as a result of marriage, one of the volunteers will be reassigned or volunteer involvement will end within 90 days if no reassignment is available.

This policy applies to all categories of volunteer assignments.

[Note: family members are frequently involved as volunteers especially during periodic volunteer events. Youth volunteers may depend on parental involvement as drivers or chaperones. Family volunteer involvement should be encouraged as long as it does not create a perceived conflict of interest].

***Recruitment of Minors (Parent/Guardian Release Form)***

Volunteers who have not reached the age 18 must have the written consent of a parent or legal guardian prior to volunteering. The volunteer services assigned to a minor should be performed in a non-hazardous environment and should comply with the appropriate requirements of child labor laws.

***Service at the Discretion of the Organization***

CRPA accepts the service of all volunteers with the understanding that such service is at the sole discretion of CRPA. Volunteers agree that the organization may at any time, for whatever reason, decide to terminate the volunteer’s relationship with CRPA or to make changes in the nature of their volunteer assignment.

### ***Reference and Background Checks***

CRPA strives to maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent volunteers and employees who do not present a risk of harm to their co-workers or others. CRPA may perform, or may request that third parties perform, reference and background checks at any time in the application or volunteer management process. All reference and background checks will be performed in accordance with applicable federal and/or state law. Reference and background checks may include volunteer history and education verification, criminal history, social security number verification and sex offender registry review, where available, and licensure and motor vehicle record if appropriate to the position. In conducting reference and background checks, CRPA may use consumer reporting agencies to gather and report information to CRPA in the form of consumer or investigative consumer reports. All reference and background check results will be maintained in a confidential file by the CRPA Director.

Potential and current volunteers are expected to cooperate fully with reference and background checks. Cooperation includes, among other things, providing written consent to conduct a reference and background check and responding with truthful and complete information to inquiries made by CRPA or third party investigators during the reference and background check process. Failure to cooperate in these respects, or any attempt to interfere with implementation of this policy, or CRPA efforts to obtain relevant information, may result in discipline, up to and including termination of volunteer involvement.

### ***Acceptance and Appointment of Volunteers***

Service as a registered volunteer with the organization shall begin with official acceptance or appointment to a volunteer position. Notice may only be given by an authorized representative of the CRPA who will normally be the Division Head or Volunteer Services Coordinator. No volunteers shall begin performance of any position until they have been officially accepted for that position and have completed all necessary screening and paperwork, including orientation and training.

### ***Emergency Contact Information***

It is the responsibility of each volunteer to regularly update their personal contact information and emergency contact information. This update can be made by contacting your supervisor.

## **Safety & Security Policies**

### ***Workplace Safety and Security***

In order to provide a secure, safe and healthy work environment for volunteers, CRPA periodically provides information to volunteers about workplace safety, health, and security issues through regular internal communication means such as meetings, memos or other written communications.

Volunteers are discouraged from bringing large amounts of cash or other personal valuables to work unless absolutely necessary. CRPA is not responsible for volunteers' personal items that are lost or stolen.

Some of the best safety improvement ideas come from volunteers. Those with ideas, concerns or suggestions for improved safety and security in the workplace are encouraged to bring them to management's attention so that the safety and welfare of all volunteers can be improved.

Volunteers should feel free to report, without fear of retaliation, any condition which they believe poses a safety, health or security risk in the workplace. CRPA will investigate such reports promptly and thoroughly and take appropriate corrective action.

Further, any comments or jokes regarding threats of violence will be taken seriously, and dealt with appropriately and promptly.

Each volunteer is expected to obey safety rules and to exercise caution in all work activities. Volunteers must immediately report any unsafe condition to their supervisor. Volunteers who violate safety standards, who

cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including separation.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, volunteers should immediately notify their supervisor.

### ***Injuries while Volunteering***

All volunteers are expected to follow appropriate safety guidelines while volunteering. However, even under the best circumstances, an accident may occur. If a volunteer is injured, even slightly, the volunteer is expected to immediately stop the activity that caused the injury and seek first aid or medical attention if necessary. The volunteer must inform his or her supervisor about the incident and complete a General Loss & Liability Report. If the volunteer is unable to reach the supervisor, then the volunteer must contact their supervisor. The volunteer should not resume the activity until treatment has been provided and/or he or she has been given the approval from a supervisor to continue the activity.

Volunteers who become unable to work because of an illness or injury must inform their supervisor as soon as possible.

### ***Use of CRPA or County Vehicles/Heavy Equipment and Required Indemnification and Certification to Use or Operate Tools and Other Equipment***

Volunteers are prohibited from operating any county on or off-road vehicles, heavy machinery or heavy equipment, including but not necessarily limited to, cars, trucks, motor vehicles of any kind, tractors, riding lawn mowers, excavators, forklifts, and/or mini skid steers (a/k/a trail machines). During the course of volunteering, volunteers may be permitted to use or operate non-heavy tools and/or equipment such as landscaping or gardening tools and equipment.

As a condition of becoming a volunteer, a volunteer will be required to sign a Waiver, Release and Indemnity/Hold Harmless Agreement protecting the County from any and all manner of claims against the County, its departments, agencies (including the CRPA), officials and employees arising out of the volunteer's service to the County, including any claims of personal injury to the volunteer or third parties arising out of the volunteer's use and/or operation of any tools or equipment.

All volunteers will also be required to sign an acknowledgement form certifying they received training on the safe use and operation of any tools and equipment permitted to be used during the course of their volunteering for the County/CRPA.

## **Suspected Child Abuse Reporting**

Each CRPA volunteer that provides care, education, training, supervision, coaching or recreational programs to children is a Mandated Reporter of child abuse or child neglect per Georgia law. CRPA's policy on reporting is included under the Appendix.

## **Code of Ethics**

It is the policy of the Cherokee County Board of Commissioners to uphold, promote, and demand the highest standards of ethics from all of its employees and volunteers – maintaining the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants including the appearance of impropriety, and never use their County position or powers for improper personal gain (Cherokee County Personnel Policies, Code of Ethics §7).

All volunteers of CRPA, in delivering CRPA services and in all other CRPA activities, shall follow the Cherokee County Code of Ethics.

### ***Ethics Every Day***

As volunteers at CRPA, each of us is responsible, every day, for our own behavior and decisions we make. We affect the people and community around us. We make a difference. We are committed to making a positive difference by...

- Improving the quality of life.
- Enhancing recreation for others.

In living out this mission, each of us is responsible for living up to the fundamental standards of our culture:

- Telling the truth
- Keeping promises
- Respecting individuals
- Being fair

Each of us is responsible for maintaining the highest standards of ethics... every day.

### **Volunteer Conduct**

Volunteers are an extension of CRPA and Cherokee County and as such are expected to conduct themselves professionally and with integrity at all times. Volunteers are expected to be knowledgeable of CRPA safety procedures and to report any accidents/incidents to their coordinator.

The following will not be tolerated by any volunteer in any capacity:

- Violation of any policies as noted in this manual;
- Verbally abusive or threatening language;
- Physically abusive or threatening behavior;
- Being under the influence of alcohol and/or drugs;
- Gross misconduct or insubordination;
- Failure to meet the standards of performance relating to the essential functions of the volunteer positions;
- Failure to satisfactorily perform assigned duties within specified timeframe;
- Any other actions, manners, or conduct that negatively reflects on Cherokee County.

CRPA reserves the right to limit the use of any volunteer, adjust the hours of any volunteer and/or to reject services as it, in its sole discretion, deems appropriate, in order to best achieve the County's mission, goals, and objectives.

Volunteers may resign from volunteer service at any time. Volunteers are encouraged to provide advance notice to his/her coordinator and a reason for the decision. Volunteers involved in CRPA athletic programs are also expected to adhere to the guidelines and code of conduct as set forth in the handbooks for these programs.

### **Harassment**

Cherokee County is committed to maintaining a work environment that is free of inappropriate or unlawful conduct. In keeping with this commitment, the County will not tolerate harassment, discrimination or the unlawful treatment of employees by anyone, including volunteer, supervisor, co-worker, vendor, client or customer of the County.

### **Drugs & Alcohol**

Cherokee County has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse affects of drug and alcohol abuse. Drug and alcohol abuse pose serious safety and health risks to the user, and to those who work or come in contact with the user in the workplace. Accordingly, the County does

not and will not tolerate consumption, possession, sale, distribution, or presence in the body of illegal drugs or alcoholic beverages while on county property and/or while in performance of volunteer duties. The County further expresses its intent, through this policy, to comply with Federal, State and local laws and regulations that relate to the maintenance of a workplace free of illegal drugs and alcohol.

## **Dress Code**

You are a representative of CRPA and Cherokee County. Personal cleanliness and good grooming are essential. Your personal appearance and dress should be neat and professional. Volunteer attire requirement may vary upon volunteer assignments and will be indicated in the assignment description. Volunteers are not to wear see-through clothing; clothing that does not cover the chest, back and mid-drift; tank tops; suggestive or offensive clothing; short shorts or heavy perfumes.

## **Confidentiality**

Volunteers are expected to keep confidential any information that they are either formally or informally exposed to during their time as a volunteer. Out of respect for the privacy and rights of all individuals associated with CRPA, your observations and opinions be kept in confidence. Your confidentiality makes CRPA a safe and trusting environment for all concerned.

## **CRPA's Commitment to Our Volunteers**

Each volunteer for CRPA is viewed as an important part of the agency's success. Volunteers are entitled to the following:

- Be treated with respect and courtesy;
- Receive proper direction and training for the assigned task (CRPA may pay for certain required certifications depending on available funding);
- Receive CRPA attire or name badge designating them as a volunteer as deemed appropriate;
- Be recognized for their efforts in serving the citizens of Cherokee County;
- Be provided as much information about CRPA and the County as possible;
- And provide feedback (without fear of retribution) to CRPA staff to improve recreation activities and/or to improve the volunteer program.

## **Volunteer Evaluation**

Volunteers will be evaluated during the course of and at the conclusion of their assignment. The evaluation may be completed formally or informally depending on the nature of the assignment. Short-term volunteers, such as those who work park clean-up days or special events, may receive an informal evaluation, i.e. verbal evaluation from CRPA staff overseeing the event. Long-term volunteers, such as youth sports coaches, may be formally evaluated by the participants he/she coached as well as CRPA staff overseeing the program.

Feedback from formal evaluations may be shared with the volunteer as deemed appropriate to:

1. Inform the volunteer of how his/her performance was during the assignment,
2. Inform the volunteer of issues of which he/she may not be aware so that improvements can be made for future volunteer assignments, and/or
3. Inform the volunteer that his/her performance did not meet expectations.

Formal evaluations of long-term volunteers will be thoroughly reviewed by CRPA Division Director before any action is taken by staff to remove a volunteer. CRPA Director will be notified of all recommendations to remove a long-term volunteer. CRPA Director must give his/her approval before any action is taken.

## **Volunteer Recognition**

Recognition of volunteers may be accomplished in any of the following ways: “thank you” letters; emails; and/or verbal thanks. These methods of informal recognition may also include a concerted effort to include volunteers as full participants in program decision-making and implementation. Formal recognition may consist of an annual Volunteer Appreciation Ceremony honoring all volunteers as well as recognizing outstanding volunteers.

All CRPA staff members are responsible for ensuring that all volunteers are properly recognized for their service.

## **Customer Service Statement**

Customer service is of utmost importance to CRPA. Volunteers are expected to provide quality customer service to all participants. If a volunteer does not know an answer to a question, then the volunteer should seek CRPA staff for assistance, in order to assist the customer.

Customer complaints should be directed to CRPA staff overseeing the activity or facility as soon as possible so that all complaints can be addressed in a timely manner. If the overseeing staff is not available, then the volunteer should contact the next level of supervisor in charge of the activity or facility.

CRPA provides opportunities for leisure and fun. Recreation and parks activities and events should provide a source of rest, relaxation, and enjoyment for the participants. People participate in our events and activities by choice not because they are required. If a customer experiences a problem, then volunteers should use his/her best judgment to resolve the situation as calmly and smoothly as possible so that the customer’s experience is positive and enjoyable. Volunteers should not make promises that they cannot keep. Volunteers should be honest and sincere at all times.

## **Additional Volunteer Information**

### ***Reporting for Duty – Calling Out***

In order to meet the needs of our participants, we expect our volunteers to report as scheduled. Please arrive at least 15 minutes prior to the program start time. It is imperative that you are present for your volunteer assignment at your regularly scheduled times.

- Should you find you are unable to perform your volunteer assignment, please notify the coordinator twenty-four (24) hours in advance.
- We realize a volunteer may have extenuating circumstances and these will be taken into consideration. Each situation will be handled on an individual basis.
- Volunteers should call the coordinator with CRPA if they are unable to arrive at their volunteer assignment at the appointed time.

### ***Lost and Found***

During special events, lost and found items should be taken to CRPA staff overseeing the activity. For ongoing volunteer assignments, such as youth sports coaches, any and all lost and found items should be taken to the concession stand or Recreation Center for safekeeping. CRPA staff should be notified of the situation.

### ***Tobacco Use***

Cherokee County complies with the Georgia Smoke Free Air Act of 2005. All county buildings and vehicles are designated as smoke-free and tobacco-free areas. Neither smoking nor tobacco use is permitted within 25 feet of any County building entrance/exit.

### ***Media***

Members of the media are occasionally present at our programs. Please have all media report to the staff in charge of the event. If you do not want to be photographed or filmed while volunteering with CRPA, please let the coordinator know in writing.

### ***Solicitation***

Volunteers are prohibited from soliciting for any purpose during their assignments. Volunteers are also prohibited from distributing material of any kind or nature during volunteer time except as required in the performance of their assignment.

## **Violence Free Work Environment**

CRPA promotes a safe work environment for all volunteers and does not tolerate any type of violent behavior committed by or against volunteers. All volunteers are expected to conduct themselves in a professional manner and in accordance with the Cherokee County Code of Ethics included in the Cherokee County Employee Personnel Policies.

Threatening or violent behavior committed by anyone against volunteers, employees, vendors or clients during work or off-duty hours will not be tolerated. Such behavior may include but is not limited to the following:

1. Physical injury to another person;
2. Threats;
3. Behavior that creates a reasonable fear of injury in another person;
4. Intentionally causing damage to County property or property of another volunteer or employee;
5. Possession of weapons (for example, guns, knives, clubs, explosive devices, etc.) on County property or while at CRPA sponsored-activities; or
6. Committing acts motivated by, or related to, sexual harassment or domestic violence.

Statements or gestures which in any way suggest that the employee may engage in violent conduct will be taken seriously by management and responded to appropriately. Volunteers have a responsibility to report any potentially dangerous situations or unauthorized individuals on CRPA premises to management immediately. Reports of statements or behavior which may violate this policy will be investigated promptly and in as confidential a manner as possible. A volunteer suspected of violent behavior may be placed on leave during an investigation until a course of action is determined.

Incidents involving violent behavior by a volunteer may warrant removal of the individual from the workplace until further evaluation determines his or her suitability for return to the workplace.

## **CRPA Communication Systems**

All communication systems are CRPA property and are to be used for business purposes. Because these communication systems are provided for business purposes, volunteers should have no expectation of privacy regarding their personal use of any CRPA communication systems, and their communications and systems use may be audited by authorized management at any time without notice. CRPA communication systems include, but are not limited to, e-mail, telephone, Internet, fax, voicemail, bulletin boards, and interoffice mail. Volunteers are to use proper discretion in the amount and length of non-business use of CRPA communication systems.

Volunteers must be mindful that their association with CRPA will be visible to any recipient of an electronic communication, and assure that their communications are consistent with the CRPA mission and accepted community standards. Prohibited uses of CRPA communication systems include, but are not limited to:

1. Developing, accessing or distributing material which harasses or disparages others, or contains ethnic or racial stereotypes, epithets or slurs; contains pornography, profanity, violent or sexually explicit images, messages, or cartoons; solicits for commercial ventures or outside organizations; advocates positions not officially endorsed by the CRPA violates any applicable law
2. Personal mass e-mail distribution ("spamming"), unauthorized computer access ("hacking"), obtaining pirated software, or violating copyright protections.

3. Distributing sensitive, proprietary, confidential, or private information of the CRPA and/or the CRPA without appropriate authorization.
4. Obtaining unauthorized access to another volunteer's or employee's communication systems, or sending unauthorized communications under another colleague's name.
5. Conducting CRPA business on a hand held cellular telephone while driving a vehicle CRPA communication systems may not be used in situations that violate Federal, State or Local Law. Inappropriate use of any CRPA communication systems may result in disciplinary action, up to and including separation.

## **Scope of Volunteer Involvement**

Volunteers may be utilized for a variety of programs and services for CRPA. The scope of duties for volunteer opportunities will vary depending on the volunteer assignment, length of assignment, and level of involvement. Division Directors and/or Coordinators will ensure that volunteers are provided assignment descriptions of volunteer tasks to include the following:

- Purpose,
- General duties and responsibilities,
- Coordinator Contact,
- Necessary training and orientation prior to performing work, and
- Personal protective equipment as needed.

## Acknowledgement and Receipt

I, \_\_\_\_\_ certify that I have read and understand the Volunteer Handbook and agree to comply with it, as well as applicable laws that impact the organization.

I, \_\_\_\_\_ certify that I have reviewed the policy on Suspected Child Abuse Reporting and understand that by Georgia state law I am a Mandated Reporter of child abuse or child neglect.

Disclosure of Current or Potential Conflicts:

I affirm that, except as listed below, I have no financial interest or affiliation with any organization that may have interests that conflict with, or appear to conflict with, the best interests of the CRPA:

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Should such conflicts or apparent conflicts of interest arise in connection with my CRPA responsibilities, I agree to:

1. Discuss the conflict with the CRPA Supervisor and CRPA Director, and
2. Until management mitigates or otherwise resolves the conflict, refrain from participating in any discussions, deliberations, decisions or voting related to the conflict of interest.

Future Conflicts:

I also agree, during the term of my volunteer status with the CRPA, to report promptly to the supervisor of my activity any future situation that involves, or might appear to involve, me in any conflict between my outside interests and the best interests of CRPA.

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Printed Name

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Signed Name

---

Date

## APPENDIX

**Cherokee Recreation & Parks Agency  
Criminal Background Check Requirements for Volunteers**

**Administrative Policy**

1. In our continuing effort to protect the well-being of at-risk clients, such as children under the age of 18, people with disabilities, and/or the elderly, Cherokee County requires all volunteers serving in the following capacities to successfully complete a criminal background check:
  - a. Adapted/Inclusion Volunteer
  - b. Basketball Gym Director
  - c. Youth Sports Coach<sup>1</sup>
  - d. Other Volunteers as Determined

<sup>1</sup>A Youth Sports Coach is any person designated by the league or association who will be alone with players, or responsible for a team or a portion of a team during a game or practice or have significant financial duties.

Note: Individuals seventeen (17) years of age and under shall be excluded from background checks.

2. Background check consent forms are due to Cherokee Recreation & Parks Agency a minimum of 1 week prior to the start of volunteer tasks.
3. Mandatory background checks will be conducted annually. After initial approval, all individuals participating in the capacities listed will undergo a criminal background check every twelve months.
4. The results of criminal background checks will be kept strictly confidential. CRPA will designate one individual within the organization authorized to review and have access to the reports.
5. CRPA shall notify the affected volunteer that a disqualifying offense was reported on the criminal background check. CRPA will contact the applicant via certified mail and include a copy of the report. In the event the applicant feels a mistake has been reported in their criminal background check, it is the applicant's responsibility to contact the reporting agency and they will respond to your inquiry.
6. All information obtained in response to the criminal background check or disclosed in the review process shall be kept confidential and not disclosed or discussed outside of the review process. CRPA is not responsible for errors or omissions that may be reported on background checks.

**Criteria for Exclusion**

1. A person shall be disqualified and prohibited from serving in one of the above positions if the person has been found guilty of the following crimes:

Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt.

- a. **Applicants will be disqualified with a lifetime ban from the above positions if they were guilty of the following:**
  - i. A violent felony, or
  - ii. All sexual offenses.

*Examples include but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated Burglary, etc*

**b. In addition, applicants shall be disqualified if they have been guilty of the following within the past ten (10) years:**

- i. All felonies other than violence or sexual offense,
- ii. More than one alcohol or drug related offense.

*Examples include but are not limited to: drug offenses, theft, embezzlement, fraud, child endangerment, driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.*

**c. In addition, applicants shall be disqualified if they have been guilty of the following within past seven (7) years:**

- i. Any violent misdemeanor.

*Examples include but are not limited to: simple assault, battery, domestic violence, hit & run, etc.*

**d. In addition, applicants shall be disqualified if they have been guilty of the following within past three (3) years:**

- i. Any alcohol or drug related misdemeanor.
- ii. Any other misdemeanor that is a potential danger to children or directly related to the functions of the volunteer.

*Examples include but are not limited to: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, contributing to the delinquency of a minor, providing alcohol to a minor, theft, etc.*

2. **Pending Cases:** In addition, anyone who has been charged for any of the disqualifying offenses or for cases pending in court will not be allowed to serve in one of the above positions until the official adjudication of the case.

	<b>ADMINISTRATIVE POLICIES AND PROCEDURES</b>		<b>SUBJECT:</b> Suspected Child Abuse Reporting
	<b>NUMBER:</b> TBD	<b>REVISIONS:</b>	<b>EFFECTIVE DATE:</b> TBD
	<b>SUPERSEDES:</b>	<b>APPROVED BY:</b>	

### **SECTION 1.0 PURPOSE**

To provide guidance to employees and volunteers regarding the reporting of suspected child abuse as mandated by Georgia state law.

### **SECTION 2.0 INTRODUCTION**

Employees and volunteers in a public organization providing recreational programs to children who have reasonable cause to believe that a child has been abused are required by Georgia state law to report or cause reports of that abuse be made to the proper authorities.

### **SECTION 3.0 HOW TO REPORT CHILD ABUSE**

- A. If the child is in immediate danger:
  1. Call 911 immediately.
  2. Once the police have been contacted, notify your immediate supervisor.
  3. The immediate supervisor will notify the CRPA Director or, in the absence of the Director, the appropriate Division Director.
  4. The employee or volunteer who made the initial observation will complete a written Report of Suspected Child Abuse/Neglect and submit to DFCS within 24 hours.
- B. If the abuse is not actively on-going and the child is not in immediate danger:
  1. Notify your immediate supervisor.
  2. The immediate supervisor will notify the CRPA Director or in the absence of the Director, the appropriate Division Director.
  3. The employee or volunteer who made the initial observation will contact the Department of Family and Children Services.
    - i. On Monday – Friday between the hours of 8:00 AM and 5:00 PM, contact the Cherokee County DFCS office at (770)720-3610.
    - ii. At all other times, contact the DFCS Child Protective Services (CPS) After-Hours Call Center at 1-855-GA CHILD (1-855-422-4453).
  4. The employee or volunteer who made the initial observation will complete a written Report of Suspected Child Abuse and submit to DFCS within 24 hours.

### **SECTION 4.0 WRITTEN REPORT OF SUSPECTED CHILD ABUSE**

Employees and volunteers who have reasonable cause to believe that a child has been abused shall complete the Report of Suspected Child Abuse (See attached form) for submittal to the Department of Family and Children Services within 24 hours of filing an oral report.

## **SECTION 5.0 TRAINING**

All employees and volunteers who interact closely with children through their work, including but not limited to, camp counselors, class instructors and youth sports coaches will receive training, as a part of their orientation, on the signs of abuse and how to report it.

Such training will include:

- An overview of the Georgia state law on Mandatory Reporting of Child Abuse,
- Definitions and indicators of child abuse according to the Georgia Department of Human Resources,
- Procedures as outlined in this policy for reporting suspected child abuse,
- Directions on how to complete and submit the written Report of Suspected Child Abuse.



**CHEROKEE COUNTY  
CHEROKEE RECREATION & PARKS AGENCY  
REPORT OF SUSPECTED CHILD ABUSE**

Within 24 hours of making an oral report, a mandated reporter shall complete and submit a written report to the DFCS. **Please print or type.**

CHILD'S NAME	MALE FEMALE	AGE OR BIRTH DATE
CHILD'S ADDRESS		
NAME OF PARENT OR GUARDIAN	ADDRESS	PHONE NUMBER
WHERE IS CHILD STAYING PRESENTLY IF NOT AT HOME?		PHONE NUMBER
NAME OF DFCS WORKER TO WHOM ORAL REPORT WAS MADE	DATE OF ORAL REPORT	DATE AND TIME OF SUSPECTED ABUSE
NAME OF SUSPECTED PERPETRATOR, IF KNOWN	ADDRESS OR PHONE NUMBER, IF KNOWN	RELATIONSHIP TO CHILD
NATURE AND EXTENT OF THE CHILD'S INJURIES, MALTREATMENT OR NEGLECT		

INFORMATION CONCERNING ANY PREVIOUS INJURIES, MALTREATMENT OR NEGLECT

LIST NAMES AND AGES OF SIBLINGS, IF KNOWN

DESCRIBE THE CIRCUMSTANCES IN WHICH THE INJURIES, MALTREATMENT OR NEGLECT CAME TO BE KNOWN TO THE REPORTER

WHAT ACTION, IF ANY, HAS BEEN TAKEN TO TREAT, PROVIDE SHELTER OR OTHERWISE ASSIST THE CHILD?

REPORTER'S NAME AND AGENCY	ADDRESS	PHONE NUMBER
REPORTER'S SIGNATURE	POSITION	DATE



Cherokee Recreation & Parks Agency  
Assignment Description  
Adaptive/Inclusion Volunteer



## PURPOSE

Volunteers assist with therapeutic recreation (TR) programs. TR programs are designed for individuals with special needs. The majority of our population served is developmentally delayed. Volunteers will serve as chaperones or buddies.

## GENERAL DUTIES AND RESPONSIBILITIES

*The following duties are typical for this classification. Volunteers **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address specific event needs. There will be a full time CRPA staff person on duty at all times when volunteers are present.*

Stay with the assigned group of participants at all times during an activity.

Exhibit enthusiasm and be understanding of each individual's special need.

Understand and assist the Recreation Coordinator with activities that will take place during this program. When able, take part in activities with the participants.

If an emergency occurs, notify the Recreation Coordinator immediately.

Communicates with the Recreation Coordinator as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Performs other duties as assigned.

## COORDINATOR CONTACT

Adaptive/Inclusion Volunteers are under the general direction of the Recreation Coordinator for Special Populations Programs.

## TRAINING AND ORIENTATION

Training will be held for all new volunteers 15 minutes prior to the scheduled start time of a program. It will serve to familiarize volunteers with all the special needs of the group that is participating.

## PROTECTIVE EQUIPMENT

None required.



Cherokee Recreation & Parks Agency  
Assignment Description  
Basketball Gym Director



## PURPOSE

A Basketball Gym Director will strive to lead community involvement where children and their families can participate in youth basketball. You will promote equitability, fairness, integrity, sportsmanship, teamwork, and responsibility. You will be considered a role model for young athletes and for your community. Regular availability and communication is a necessity.

## GENERAL DUTIES AND RESPONSIBILITIES

*The following duties are typical for this classification. Volunteers **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address specific event needs.*

Possess the ability to assist/ plan and supervise registration, assessments, drafts, practices, coaches meetings, and league training.

Provide weekly communication to the youth sports coaches and their team as information is disseminated by the Athletic Division Staff.

Provide and maintain the general custodial maintenance as described by the school district or owner of the gym. This would include but not be limited to sweeping the gym floor, picking up loose trash, flushing toilets, turning on/off lights, using security alarm, uniform distribution, etc.

Provide a safe and fun environment for the children to learn.

Perform other duties as assigned.

## COORDINATOR CONTACT

Basketball Gym Directors are under the general direction of the Athletic Division Staff.

## TRAINING AND ORIENTATION

Basketball Gym Directors will be given training and/or orientation, if warranted or asked for, by the Athletic Division Staff. Training opportunities will be provided on a seasonal basis.

## SPORTS EQUIPMENT

Basketball Gym Directors will be given the necessary sports specific equipment when warranted and will be responsible for the proper use and general maintenance of that equipment. All equipment shall be returned at the conclusion of the season in good working order. In some situations the Basketball Gym Directors may be required to leave a deposit in the event the equipment is damaged or not returned.



Cherokee Recreation & Parks Agency  
Assignment Description  
Park Volunteer



## PURPOSE

Volunteers perform general cleanup of parks and facilities to include, but not be limited to, cleaning of facilities and park grounds, trash pickup/removal, ball field maintenance, spreading mulch and/or pine straw, painting, organizing supplies and inventorying.

## GENERAL DUTIES AND RESPONSIBILITIES

*The following duties are typical for this classification. Volunteers **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address specific event needs.*

General cleanup of parks and facilities to include trash pickup/removal, washing windows, dusting, mopping, cleaning restrooms, vacuuming, using a back pack blower.

Provides assistance in the preparation of ball fields, spreading of mulch and pine straw.

Assists with painting projects indoors and outdoors.

Communicates with on-site supervisor as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Performs other duties as assigned.

## COORDINATOR CONTACT

Park Volunteers are under the general direction of the Park Maintenance Superintendent or a Crew Leader.

## TRAINING AND ORIENTATION

Park Volunteers will be given training and/or orientation, if warranted or asked for, by the Park Maintenance Division. Most volunteer assignments given will not require training, but in certain events, staff will be available should training be required.

## PROTECTIVE EQUIPMENT

Park Volunteers will be given protective safety equipment when warranted by the Park Maintenance Division.



**Cherokee Recreation & Parks Agency  
Assignment Description  
Service Oriented Volunteer**



**PURPOSE**

Service volunteers assist with specific park projects including landscaping, park clean-ups, etc. Service Oriented Volunteers include, but are not limited to, eagle or girl-scout projects, school projects, community service projects, service club projects, etc.

**GENERAL DUTIES AND RESPONSIBILITIES**

The following duties are typical for this classification.

Performing projects including, but not limited to, park clean-up days, landscaping, painting, bench placement, sign placement and field renovation.

**COORDINATOR CONTACT**

Service Oriented Volunteers are under the general direction of the Park Maintenance Superintendent.

**TRAINING AND ORIENTATION**

Service Oriented Volunteers should have the proper training to perform the type of task, or have adult supervision with training on the specific project they have requested.

**PROTECTIVE EQUIPMENT**

Service Oriented Volunteers will provide their own protective safety equipment and will not be allowed to continue project if protective safety equipment is deemed necessary by Park Superintendent.

**PROPER PERMITTING**

All projects requested by individuals or groups will be assessed by staff to determine if city, county, state or federal permitting is required. If permits are required, individual or group will be responsible in obtaining all permits for respective project. Park Superintendent will work with individual or group once all permits are secured and project has been approved.



Cherokee Recreation & Parks Agency  
Assignment Description  
Special Events Volunteer



## PURPOSE

Volunteers assist with special events including, but not limited to, greeting participants, set-up and take down, running booths, interact and distribute information to the public, clean up after events, monitor County equipment, and monitor event entry and exit points.

## GENERAL DUTIES AND RESPONSIBILITIES

*The following duties are typical for this classification. Volunteers **may not perform** all of the listed duties and/or **may be required to perform** additional or different duties from those set forth below to address specific event needs.*

Assists Coordinators in planning and execution of special events at multiple locations, exercising discretion and independent judgment.

Performs customer service functions as needed. Communicates and coordinates courteously and effectively with the public, other County employees, officials, vendors, sponsors, volunteers, and other outside organizations.

Provides assistance and information related to department programs, parks, rentals, events, fees, procedures, forms, or other issues; responds to routine questions or requests for service

Communicates with supervisor, employees, other departments, program participants, the public, outside organizations, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Assists in registration process for special events including distribution of registration materials, confirmation of registrations, and assignment of tables.

Performs general clerical tasks; Conduct yourself in an open, friendly, professional manner at all times; Assist with setup and clean up the day of the event.

Welcome guests attending the event; Volunteers must be friendly and dependable, able to accurately follow oral and written instructions, able to readily learn assign tasks, and able to communicate effectively with a diverse population and large crowds.

## COORDINATOR CONTACT

Special Event Volunteers are under the general direction of an Athletic or Recreation Coordinator.

## TRAINING AND ORIENTATION

Training will be held for all new volunteers 15 minutes prior to the scheduled start time of a program. It will serve to familiarize volunteers with all the special needs of the group that is participating.

## PROTECTIVE EQUIPMENT

Any necessary protective equipment will be provided the day of the event.



**Cherokee Recreation & Parks Agency  
Assignment Description  
Volunteer Facility Assistant**



**PURPOSE**

Volunteers are responsible for granting renters access to facilities and supporting the highest levels of customer service for visitors. Performs facility reservations and receives monies; handles routine complaints, inquiries and requests for building. Volunteer maintains building security.

**GENERAL DUTIES AND RESPONSIBILITIES**

The following duties are typical for this classification.

- Providing tours of facilities available for rent;
- Executing facility reservations;
- Executing lease agreements;
- Receiving monies;
- Handling inquiries and complaints of customers;
- Opening and closing procedures; and
- Building security.

**COORDINATOR CONTACT**

Volunteer Facility Assistants are under the general direction of the Receptionist/Registrar.

**TRAINING AND ORIENTATION**

Appropriate training will be provided prior to the Volunteer Facility Assistant beginning his/her assignment. Training can include, but is not limited to, opening and closing procedures; cash handling policies; online facility reservation software and executing lease agreements.

**PROTECTIVE EQUIPMENT**

Any necessary protective equipment will be provided prior to the start of any task.



**Cherokee Recreation & Parks Agency  
Assignment Description  
Youth Sports Coach**



**PURPOSE**

A volunteer coach will strive to create a positive learning environment where children learn sportsmanship, fundamental skills, teamwork, and responsibility. You will be considered a role model for young athletes. Sportsmanship, fair play, and full participation are all mandatory.

**GENERAL DUTIES AND RESPONSIBILITIES**

The following duties are typical for this classification. Volunteers may not perform all of the listed duties and/or may be requested to perform additional or different duties from those set forth below to address business needs and changing business practices.

Possess the ability to plan and supervise games, practices and attend other league events.

Provide weekly communication to the league and the team as information is disseminated.

Possess the ability to teach young athletes the fundamentals of the sport and encourage involvement of the parents.

Provide a safe and fun environment for the children to learn.

Perform other duties as assigned.

**COORDINATOR CONTACT**

Youth Sport Coaches are under the general direction of the Athletic Division Staff.

**TRAINING AND ORIENTATION**

Youth Sport Coaches will be given training and/or orientation, if warranted or asked for, by the Athletic Division Staff. Training opportunities will be provided on a seasonal basis.

**SPORTS EQUIPMENT**

Youth Sports Coaches will be given the necessary sports specific equipment when warranted and will be responsible for the proper use and general maintenance of that equipment. All equipment shall be returned at the conclusion of the season in good working order. In some situations coaches may be required to leave a deposit in the event the equipment is damaged or not returned.



Cherokee Recreation & Parks Agency  
Volunteer Application & Agreement



Contact Information (Please Print)

---

Name: \_\_\_\_\_

---

Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

---

Address: \_\_\_\_\_

---

City & Zip Code: \_\_\_\_\_

---

E-mail address: \_\_\_\_\_

The Cherokee Recreation & Parks Agency (CRPA) greatly appreciates your participation in programs and activities that support CRPA. We welcome volunteers of all ages, interests and abilities. As a volunteer, you should understand and agree to the following before you perform any work in a Cherokee County Park or Facility or on behalf of CRPA:

1. I, as a volunteer, agree to follow rules and regulations outlined in the CRPA Volunteer Handbook.
2. I agree that I am not an employee of Cherokee County and will not receive any compensation for volunteer work performed.
3. Participation is on a strictly voluntary basis, and I am not required by any CRPA staff, or anyone else such as another volunteer, to do any work/assignment outside of volunteer job description.
4. No contract exists covering work between the County and either myself or organization.
5. The County does not carry workers compensation insurance covering me in the event of injury while working as a volunteer within the county.
6. I agree not to attempt work that I do not understand or use unfamiliar and/or unsafe tools.
7. **Hold Harmless Agreement** - I agree to defend, indemnify and hold harmless the County and its officers, employees, servants and agents thereof from any and all claims, suits or actions for injuries to persons, including death, and damage to property of others, or of the volunteer, that may arise from or result in any way from the operation of this Agreement.
8. Photos of volunteer activities may be used for park publications including the website. I agree to allow CRPA to use my photo in park publications.

By signing below, I acknowledge that I have read and understand the Agreement, including the Hold Harmless Agreement. I am aware that this is a release of liability between Cherokee County and me.

---

Volunteer: \_\_\_\_\_ Position: \_\_\_\_\_

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I agree to accept the following volunteer assignment(s): *(Complete after placement)*

---

Program/Event & Location: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

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Hours: \_\_\_\_\_ Start Date: \_\_\_\_\_ Length of Commitment: \_\_\_\_\_

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Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Address: \_\_\_\_\_

---

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

Parent/Guardian signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_



**CRPA VOLUNTEER RELEASE FORM &  
MEDICAL INFORMATION**



***Thank you for agreeing to volunteer with Cherokee County and the Cherokee Recreation & Parks Agency (hereby referred to as the "County".) Please be sure that the lasting impression you make on those you serve will help to build our program and its reputation for quality.***

I, \_\_\_\_\_, agree to perform the volunteer duties (referred to as "Activity") to which I am assigned to the best of my ability and in a professional manner. I understand that as a volunteer authorized by the County, I acknowledge that there may be certain risks related to the Activity. I hereby state and affirm that:

1. In consideration of being allowed to take part in this Activity, I agree to release and hold harmless the County, its officers, employees and agents, from all liability from any harm or injury that I may incur as a result of participating in the Activity.
2. I hereby release and forever hold harmless the County, its officers, employees or agents from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with participation in the Activity.
3. I understand that any volunteer activity includes inherent risks, hazards and dangers that can cause or lead to injury. Some, but not all of these risks include: falls, slips, cuts and bruises, and tick-borne illnesses. I understand that the County cannot eliminate any of these risks.
4. I authorize the County staff to assist me by obtaining appropriate emergency medical treatment for me in the event of an accident, injury or illness.
5. I understand that the County does not carry medical insurance for volunteers, and I attest to having appropriate medical insurance to protect me in the event of an accident, injury or illness.
6. Unless I indicate otherwise in writing, photographs, videotapes, or audiotapes may be taken of me during the course of the Activity for use by the County for publicity purposes. My first name is the only personal information about me that could be released by the County in the use of the above mentioned media.
7. The terms of this Agreement shall be binding on my heirs, executor, administrator and all members of my family.

Please list any health conditions/allergies/current medications:

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**Emergency Contact Information (Please Print)**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

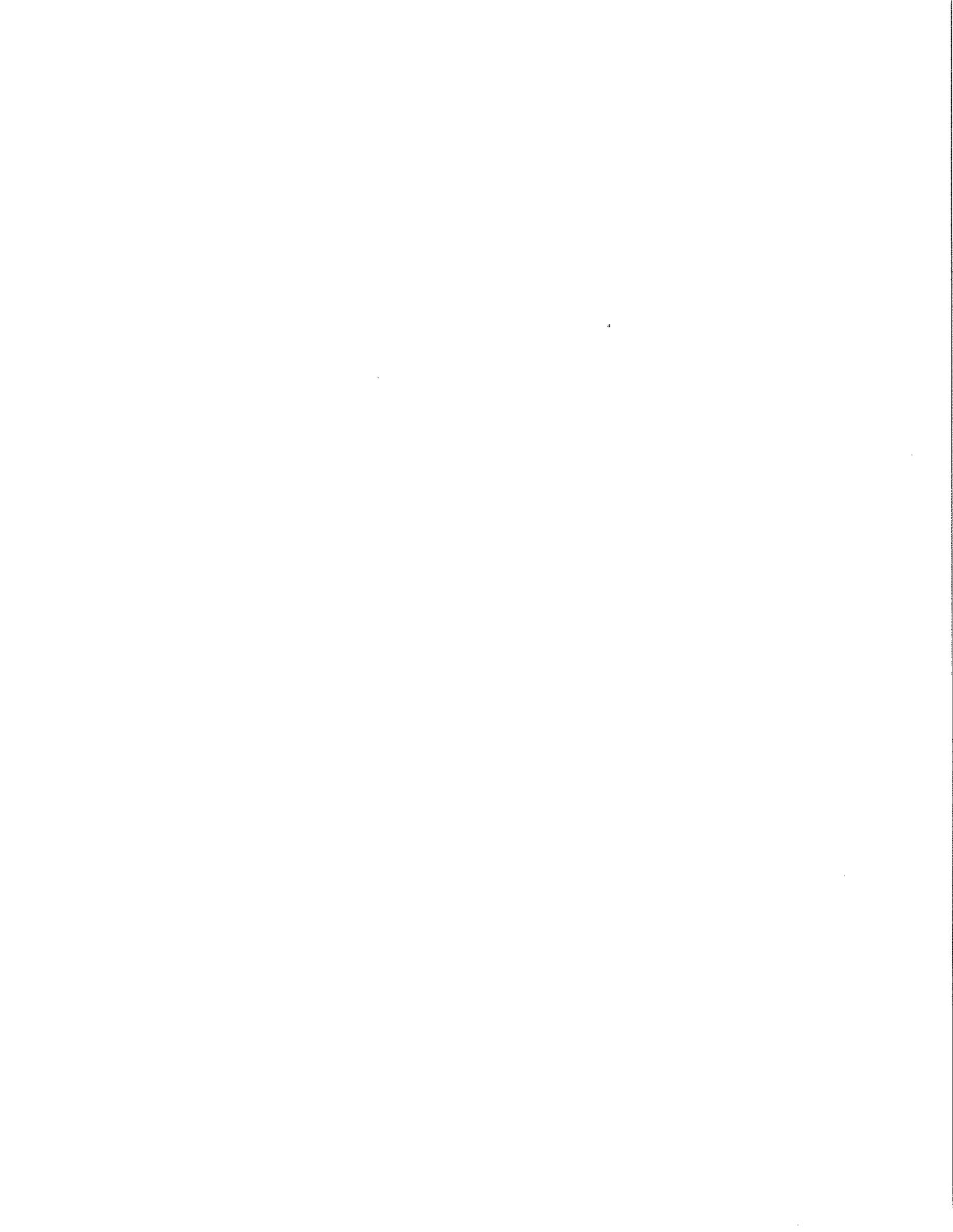
E-mail address: \_\_\_\_\_

By signing below, I acknowledge that I have read and understand the Agreement, including the Hold Harmless Agreement. I am aware that this is a release of liability between Cherokee County and me.

Volunteer: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***If volunteer is a minor, signature must be that of a parent or guardian.***



**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Elevator Maintenance      MEETING DATE: 10/16/2012

SUBMITTED BY: Alexa Huston

**COMMISSION ACTION REQUESTED:**

Requesting approval of Amendment One to contract dated June 21, 2004 with Schindler Elevator Corporation.

**FACTS AND ISSUES:**

This amendment is to reduce the cost of the current contract with Schindler Elevator Corporation dated June 21, 2004 and continue for an additional 60 month term with no annual price increase. The current contract is effective until September 30, 2014. The contract automatically renewed in 2009, since it was not formally terminated. The Sheriff's Office negotiated with Schindler to: 1) change the contract dates, 2) reduce the monthly price paid in quarterly installments, and 3) agree to no annual price increases through 2017.

The Sheriff's Office received three competitive quotes for elevator maintenance from Schindler, Otis, and Thyssen Krupp. Schindler provided the lowest monthly cost to the county, and the Sheriff's Office would prefer to stay with Schindler based on past service history.

The previous quarterly cost was \$4,075.14. The new quarterly cost will be \$2,160, for a savings of \$1915.14 per quarter annualized at \$7660.56.

**BUDGET:**

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

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

Contract Approval Required: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

Approve amendment to current contract with Schindler for elevator maintenance in the amount of \$2,160 per quarter.

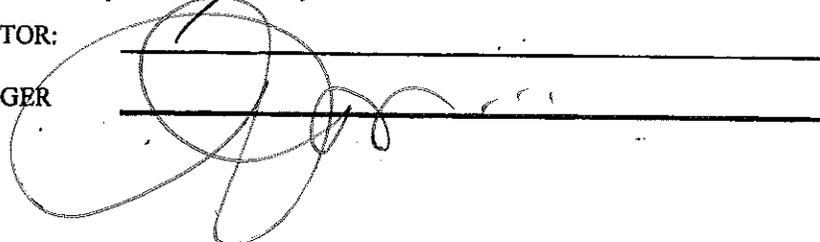
**REVIEWED BY:**

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



**AMENDMENT ONE**

The following amendments to the Agreement dated June 21, 2004 made and entered into by Cherokee County (County) and Schindler Elevator Corporation (Consultant) shall take precedence over any and all terms and conditions in conflict herewith as part of this Agreement:

1. The change to the original contract commences on October 01, 2012, and continues until September 30, 2017, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.
2. Price will be \$720.00 per month payable in quarterly installments of \$2,160.00.
3. There will be no annual price increase.

Monthly Price					
2012	2013	2014	2015	2016	2017
\$ 720.00	\$ 720.00	\$ 720.00	\$ 720.00	\$ 720.00	\$ 720.00

4. Whereas the Consultant agrees to comply with the requirements of the Federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the affidavit attached hereto as revised Exhibit A; and
5. Whereas Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1) and pursuant to .C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the County attached hereto as Exhibit C.

Executed this 9<sup>th</sup> day of Oct. 2012

**CONSULTANT:**  
**Schindler Elevator Corporation.**

B. Shawn Johnson

By: B. Shawn Johnson

Its: District Manager

**CHEROKEE COUNTY**

L. B. Ahrens, Jr.

By: Chairman

**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 engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, 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 in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

117995  
Federal Work Authorization User Identification  
Number  
June 2008  
Date of Authorization  
Schindler Elevator Corporation  
Name of Contractor  
Cherokee County Public Safety  
Name of Project  
Cherokee County  
Name of Public Employer

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

Executed on October 08, 2012 in Smyrna (city),  
GA (state).

B. Shawn Johnson  
Signature of Authorized Officer or Agent

B. Shawn Johnson, District Manager  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 9<sup>th</sup> DAY OF  
Oct., 2012.

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

10/26/13

Jonathan Stockwell

**My Commission Expires  
October 26, 2013.**

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Schindler Elevator Corporation (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

117995  
Federal Work Authorization User Identification  
Number

June 2008  
Date of Authorization

Schindler Elevator Corporation  
Name of Subcontractor

Cherokee County Public Safety  
Name of Project

Cherokee County  
Name of Public Employer

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

Executed on October, 08, 2012 in Smyrna (city),  
GA (state).

B. Shawn Johnson  
Signature of Authorized Officer or Agent

B. Shawn Johnson, District Manager  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 9<sup>th</sup> DAY OF

Oct 2012  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

10/26/13

**Jonathan Stockwell**  
**My Commission Expires**  
**October 26, 2013.**

**EXHIBIT "C"**  
**SAVE AFFIDAVIT**

**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a Professional Services Agreement [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from Cherokee County Board of Commissioners [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

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

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

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

The secure and verifiable document provided with this affidavit can best be classified as:  
COPY OF DL  
\_\_\_\_\_.

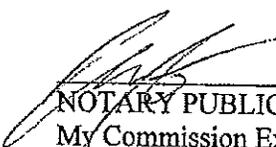
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in SMYRNA (city), GA (state).

  
\_\_\_\_\_  
Signature of Applicant

Megan Saxon  
\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9<sup>th</sup> DAY OF Oct., 2012

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

10/26/13

**Jonathan Stockwell**  
**My Commission Expires**  
**October 26, 2013.**



# Cherokee County, Georgia Agenda Request

SUBJECT: Insurance Payments

MEETING DATE: 10/16/2012

SUBMITTED BY: Chief Tim Prather, Cherokee Fire/BMS

**COMMISSION ACTION REQUESTED:**

Authorize Budget Amendment for Fire Fund 270 to accept insurance recovery monies.

**FACTS AND ISSUES:**

On July 7, 2012 a citizen hit Fire Asset# 2187, Engine 9 causing damage. Geico Insurance Company has issued payment in the amount of \$2,476.92 to the County for the repairs.

A budget amendment is needed to increase the revenues and expenditures of the FY2012 Adopted Fire Fund 270 Budget.

**BUDGET:**

Budgeted Amount:	\$4,601.22	Account Name: Fire Fund – Insurance Recovery
Amount Encumbered:	\$0	Account #: 27090-383000
Amount Spent to Date:	(\$7,101.22)	
Amount Requested:	(\$2,476.92)	
Remaining Budget	(\$9,578.14)	

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

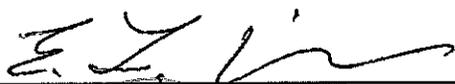
Contract Approval Required: Yes  No

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

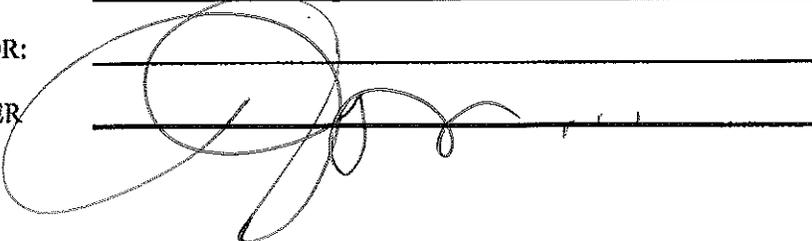
**ADMINISTRATIVE RECOMMENDATION:**

Approve Budget Amendment to accept \$2,476.92 in insurance recovery monies.

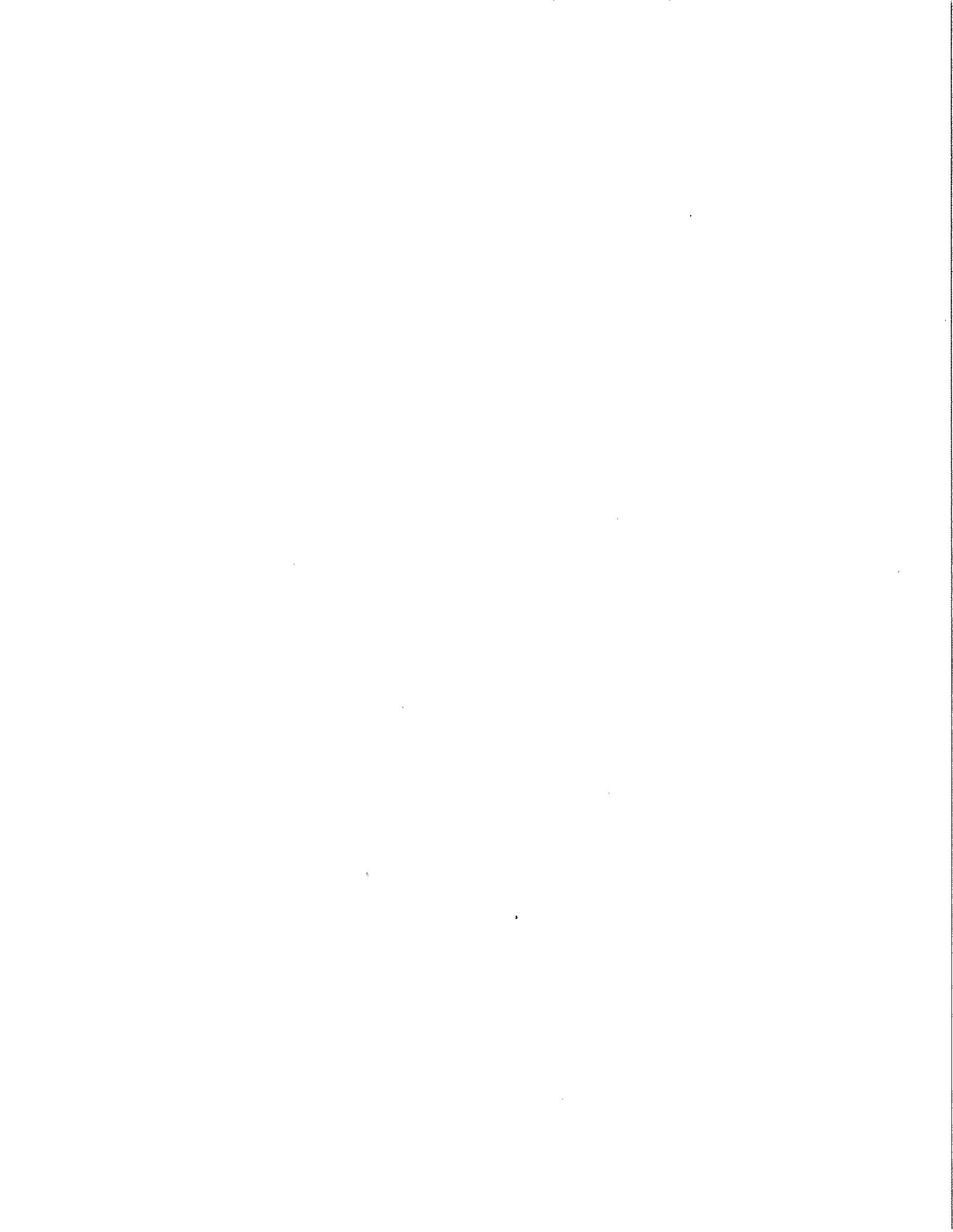
**REVIEWED BY:**

DEPARTMENT HEAD: 

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

COUNTY MANAGER: 





# Cherokee County, Georgia Agenda Request

SUBJECT: Amend Current Dangerous Dog Ordinance

MEETING DATE: October 16, 2012

SUBMITTED BY: Chris Collett

**COMMISSION ACTION REQUESTED:**

Consider approval to set a public hearing for November 20, 2012 to hear proposed changes to Chapter 10 of the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to changes in state law effective July 1, 2012.

**FACTS AND ISSUES:**

House Bill 685 was adopted by the Georgia General Assemble changing the state statutes regarding the regulation of dangerous dogs and vicious dogs, effective July 1, 2012.

(Proposed amendment with revisions attached.)

**BUDGET:**

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

To approve to set a public hearing for November 20, 2012 to hear proposed changes to Chapter 10 of the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to changes in state law.

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF CHEROKEE )  
 )  
STATE OF GEORGIA )

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER TEN (10) OF THE CODE OF ORDINANCES, CHEROKEE COUNTY, GEORGIA RELATING TO REGULATION OF DANGEROUS DOGS AND VICIOUS DOGS; TO PROVIDE FOR DEFINITIONS; TO PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the governing authority of Cherokee County, to wit, the Board of Commissioners (the "Board"), desires to exercise such authority in adopting this Ordinance; and

WHEREAS, the Georgia General Assembly in 2012 has adopted (in the form of House Bill 685) changes to the state statutes regarding regulation of dangerous dogs and vicious dogs; and

WHEREAS, the Board finds that it is in the public interest to amend the language of Chapter 10 of the Code of Ordinances, Cherokee County, Georgia as set forth hereinbelow, relating to regulation of dangerous dogs and vicious dogs in order to bring said regulations into conformity with the new state law;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA as follows:

1.

The Code of Ordinances, Cherokee County, Georgia, Sec. 10-26, shall be amended in its entirety to read as follows:

**Sec. 10-26. – Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon* means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian, or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 36 hours, regardless of where such animal may be found or kept.

*Adequate food* means sufficient quantity of noncontaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

*Adequate shelter* means a protective covering for an animal that is of adequate size and provides adequate protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four sides with a door opening, a constructed floor, and a roof. It should also be clean, dry, and compatible with current weather conditions, in addition to age, size, species, and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below freezing. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of November through March. From April through October, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two

inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

*Adequate space* means a sufficient safe space for adequate exercise suitable to the age, size, species, and breed of animal. For dogs, adequate space means an enclosure with a minimum of 150 square feet per dog.

*Adequate water* means clear, drinkable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, and rancid/contaminated water.

*Animal* means any living organism, except a plant, bacterium, or human, which can move voluntarily and has specialized sense organs, included domesticated animals and fowl.

*Animal control board* means the board constituted and appointed by the board of commissioners to perform the duties of the animal control board under this chapter.

*Animal control facility* means and includes any vehicle, building, structure, pasture, paddock, pond, impoundment area or premises where any animal is kept or housed by Cherokee County for the purpose of impounding or harboring stray, homeless, abandoned, unwanted, neglected or abused animals.

*Animal control officer* means the county marshal or his/her designees, **who shall serve as dog control officers for purposes of Article III of this Chapter, as contemplated by Title 4, Chapter 8, Article 2 of the Official Code of Georgia.**

**Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to Article III of this Chapter.**

*Cruelty* means causing death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.

*Dangerous dog* **means any dog that:**

**(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;**

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

~~a classification made by an animal control officer for any dog that has without provocation inflicted severe injury on a human being or another domestic animal or, if such dog has previously been classified as a potentially dangerous dog, has aggressively bitten, attacked or endangered the safety of a human being or domestic animal without provocation. However, no dog may be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime. The definition shall not be construed to include any dog that is part of a governmental organization or a trained guard dog in performance of its duties.~~

*Dogs' running at large* means any dog not under immediate control, not on a leash, not at heel, not beside a competent person, not in a vehicle driven or parked, or not confined within the property limits of his owner. Hunting and tracking dogs are deemed under the control of the owner when hunting with the landowner's permission. Working farm dogs are deemed under the control of the owner when acting in conjunction with farming operations and/or otherwise under the general command of the owner.

*Domestic animal* means an animal that, through long association with humans, has been adapted to human living conditions.

*Fighting dog* means any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting. Fighting dogs are illegal in Cherokee County.

*Guard or protection dog* means any dog trained for the purpose of protecting individuals from assault and/or preventing property loss or damage. A dog shall not be considered a guard or protection dog if it otherwise meets the criteria for being defined as a dangerous dog, ~~potentially dangerous dog,~~ or vicious dog.

*Impoundment* means the act of taking physical possession and control of an animal by an animal control officer or other officer empowered to act by law and transporting it to the animal control facility.

*Livestock* means and includes horses, cows, goats, pigs, or any other hoofed animal used for pleasure or profit. Fowl and rabbits are expressly included within this definition.

*Necessary veterinary care* means veterinary medical attention appropriate to the circumstances, whenever an animal is known or suspected to have suffered an injury, accidental or deliberate, or exhibits signs of disease process such as shock, temperature fluctuation, tremors, swelling, broken bones, open wounds, inability to eat or drink, blistering, irregular or abnormal breathing, partial or total paralysis, abnormal discharge or bleeding, mange, or other signs of health problems.

*Owner* means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor. ~~firm, corporation, partnership, association, and/or other legal entity, who or which owns, possesses, harbors, keeps, feeds, maintains, or knowingly causes or knowingly permits an animal to be harbored or kept, or has an animal in his/her care, or who permits an animal to remain on or about his/her premises.~~

~~Without limiting the generality of the foregoing, any adult at whose residence a dangerous dog or potentially dangerous dog is kept or found shall be presumed to be an owner of such dog and shall have the burden of rebutting such presumption. If an animal has more than one owner, any one of such owners may be prosecuted for violations whether or not any other owners are also prosecuted.~~

*Police officer* means any law enforcement officer empowered to make arrests or cause to be issued citations or summonses in unincorporated areas of this county.

~~*Potentially dangerous dog* means a classification made by an animal control officer for any dog with a known propensity, tendency, or disposition to make unprovoked attacks, cause injuries, or otherwise threaten the safety of any human being or domestic animal. Potentially dangerous dog shall also mean any dog which, when unprovoked, inflicts a bite upon a human being or domestic animal or chases or approaches a human being or domestic animal on any public property in a vicious or terrorizing manner in an apparent attitude of an attack. A dog shall not be considered a potentially dangerous dog if the attack, injury, or threatening conduct by the dog was sustained by, or targeted at, a person who, at the time, was committing a willful trespass~~

~~or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

*Proper enclosure* means an enclosure that meets all of the following criteria:

- (1) A structure which is suitable to prevent the entry of young children and to prevent the dog from escaping;
- (2) A structure with secure sides and a secure top attached to all sides;
- (3) A structure whose sides are so constructed at the bottom so as to prevent the dog's escape by digging under the sides. The sides must either be buried two feet into the ground or sunken into a concrete pad;
- (4) A structure which provides appropriate protection from the elements for the dog. The structure must contain adequate shelter inside it;
- (5) A structure which is inside a perimeter or area fence;
- (6) The gate to the structure shall be of the inward-opening type and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or providing food and water.

*Provocation* means committing a willful trespass or other tort upon the premises occupied by the owner or possessor of the animal, or teasing, tormenting, or abusing the animal or committing or attempting to commit a crime against a person.

*Sanitary conditions* means an animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

~~Severe~~ **Serious injury** means **any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, or lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ** ~~any injury which results in a broken bone, lacerations severe enough to require multiple sutures or to render cosmetic surgery necessary or appropriate, puncture wounds that intrude below the surface of the skin, or death.~~

~~Vicious dog, consistent with O.C.G.A. § 4-8-41(6),~~ means **a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack** ~~any dog that inflicts a severe injury on a human being without provocation after the owner has notice that the dog has previously bitten or attacked or endangered the safety of a human being; or any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting.~~

~~Such term shall not include a dog that inflicts any injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties. A dog shall not be a vicious dog if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

2.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article III, shall be amended in its entirety to read as follows:

**Sec. 10-71. - Title and purpose.**

**(a)** The purpose of this article shall be to implement the provisions of O.C.G.A. § 4-8-~~1~~20, et seq. (the "act"), relating to dangerous dog **and vicious dog** control, and in some instances, to strengthen the requirements of the act in furtherance of a community that is safe and secure from the harms of dangerous and **vicious** ~~potentially dangerous~~ dogs. Nothing contained in this article shall be deemed to amend or supersede any other ordinances relating to animal control. Violations of this article shall be punishable as provided in the act.

**(b)(1) Any dog classified prior to July 1, 2012 as a potentially dangerous dog in Georgia shall on and after that date be classified as a dangerous dog under this article.**

**(2) Any dog classified prior to July 1, 2012 as a dangerous dog or vicious dog in Georgia shall on and after that date be classified as a vicious dog under this article.**

**(c) The owner of any dog referred to in subsection (b) of this section shall come into compliance with all current provisions of this article by January 1, 2013.**

**Sec. 10-72. - Exceptions.**

No dog shall be classified as a dangerous dog, or **vicious** ~~potentially dangerous~~ dog ~~as a result of an injury upon a human being or other animal inflicted at a time when~~ **for actions that occur while** the dog ~~is~~ **is** ~~was~~ being used by a ~~law enforcement~~ **police** officer **or military officer** to carry out the ~~law enforcement~~ **police or military** officer's official duties. No dog shall be considered a dangerous dog, or **vicious** ~~potentially dangerous~~ dog **if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to**

~~commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia, as a result of an injury inflicted by the dog upon a person who, at the time of injury, was committing a willful trespass or other tort; who was tormenting, abusing or assaulting the dog or had done so in the past; or who was attempting to commit a crime. If the person injured is a child of tender years, the age, understanding, and capacity of such child shall be considered to determine whether such child was capable of committing a willful trespass or other tort or a crime.~~

**Sec. 10-73. - Classification as dangerous dog or ~~potentially dangerous~~ vicious dog; notice to owner.**

(a) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within the County, the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog. When the animal control officer classifies any dog as a dangerous dog or a ~~potentially dangerous~~ vicious dog under this article, the animal control officer shall notify the dog's owner within 72 hours of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address. ~~If a dog has more than one owner, notice to one owner shall be sufficient for purposes of this article. If there is a question as to the dog's ownership, notice shall be deemed sufficient if sent to the last person who received a citation for the dog.~~

(2) The notice shall include a summary of the animal control officer's ~~findings~~ determination of that form the basis for the dog's classification as a dangerous or a ~~potentially dangerous~~ vicious dog.

(3) The notice shall be dated and shall state that the owner has a right to request a hearing on the classification within 15 days ~~from~~ after the date of shown on the notice.

(4) The notice shall state that the animal control board shall conduct the hearing.

(5) The notice shall state that if the owner does not request such a hearing within the allotted time ~~15 days from the date of the notice~~, the classification of the dog as a dangerous dog or ~~potentially dangerous~~ vicious dog shall become final and conclusive effective for all purposes under this article.

(6) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such a request.

(b) When the animal control board receives a request for a hearing from an owner, it shall schedule such a hearing within 30 days of receipt of the request, provided that such hearing may be continued by the animal control board for good cause shown.

The animal control board shall notify the owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing; such notice shall be made to the owner at least ten days prior to the date of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence.

The animal control board shall also receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination to sustain, modify, or overrule the classification of the dog by the animal control officer. Within ten days of the date of the hearing, the animal control board shall notify the owner in writing, by certified mail or statutory overnight delivery, of its determination on the matter. If the determination is made that the dog is a dangerous dog or vicious ~~potentially dangerous~~ dog, the notice shall specify the date upon which that determination is effective. **If the determination is that the dog is to be euthanized pursuant to subsection (d) below, the notice shall specify the date by which the euthanasia shall occur.** Unless the board determines that a later date is appropriate in a particular case, the effective date of the determination shall be the date of the animal control officer's classification.

~~(e) If the identity of the owner of a dog which the animal control officer has classified as a dangerous dog or potentially dangerous dog cannot be determined, the dog shall be immediately confiscated.~~

~~If the dog's owner claims such a dog, the dog shall be released to its owner, together with a copy of the notice specified in subsection (a) of this section, upon proof of strict compliance with all provisions of this chapter. If the dog remains unclaimed for five days, the dog shall be euthanized in an expeditious and humane manner. Under no circumstances shall such dog be placed for adoption. In addition, all fees as described in this article must be paid before the dog will be released.~~

**(c) A dog that is found, after notice and opportunity for hearing as provided in this Section, to have caused serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.**

**Sec. 10-74. - Requirements for possession of dangerous or ~~potentially dangerous~~ vicious dog.**

(a) Any owner, possessor, guardian, or custodian of a dangerous or ~~potentially dangerous~~ vicious dog shall be jointly and severally responsible with all other owners, possessors, guardians, or custodians of such dog for compliance with the requirements of this chapter.

(b) No person shall own, possess, keep, harbor, **be issued a certificate of registration for,** or have custody or control of a dangerous dog or ~~potentially dangerous~~ vicious dog except in compliance with all of the following requirements:

(1) In addition to the requirements for a proper enclosure set forth in subsection 10-29(b)(1), owners, possessors, guardians or custodians who maintain their dangerous or ~~potentially dangerous~~ vicious dog out-of-doors shall fence a

portion of their property with a second perimeter or area fence. Within this perimeter or area fence, the dangerous or ~~potentially dangerous~~ **vicious** dog must be humanely confined inside a pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except when tending to the animal's needs such as cleaning the kennel or providing food and water.

(2) It shall be unlawful for the owner, possessor, guardian or custodian of a dangerous or ~~potentially dangerous~~ **vicious** dog **to allow the dog** to be outside of its proper enclosure as provided for in subsection 10-29(b)(1) and subsection (b)(1), above, unless the dog is properly muzzled by a muzzle or device constructed so as to prevent the animal from biting, and the dog is attended by the owner, possessor, guardian or custodian, and the dog is restrained by a secure collar and leash of sufficient strength to prevent escape **and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary.** The leash shall be no longer than six feet in length and the animal must be kept at least 15 feet within the perimeter boundaries of the property unless the perimeter boundary is securely fenced. **It shall be unlawful for the owner of a vicious dog to permit the dog to be unattended with minors.**

(3) The premises where a dangerous dog or ~~potentially dangerous~~ **vicious** dog is kept shall be posted with a clearly visible sign, warning that there is a dog on the premises that presents a danger to human beings. Such signs shall include a symbol sufficient to convey without words the message that there is a dog on the premises which presents a danger to human beings. The signs shall be conspicuously displayed **at all entrances to the premises where the dog resides and** on each side of the enclosure for each 50 feet of enclosure, with a minimum of two signs, as well as a sign on each ingress and egress point to the enclosure. The signs shall be a minimum of ten inches high and 14 inches long.

(4) The owner of a dangerous dog or ~~potentially dangerous~~ **vicious** dog shall maintain at all times either a policy of **general or specific liability** insurance ~~or a surety bond~~ in a minimum amount of \$1,000,000.00 **insuring the owner of the vicious dog against liability for any bodily injury or property damage caused to cover claims for any personal injuries inflicted** by the dog, which policy or surety bond shall be issued by an insurer ~~or surety, as the case may be,~~ authorized to transact business in this state.

(5) The animal control officer, or his designee, shall have the right to inspect randomly and without notice a dangerous dog or ~~potentially dangerous~~ **vicious** dog which is required to be confined pursuant to this section.

(6) The owner of a dangerous or ~~potentially dangerous~~ **vicious** dog shall, ~~prior to placing dogs on property, have the dog~~ a microchip **containing an identification number and capable of being scanned injected under the skin between the shoulder blades of the dog.** ~~registered, at his/her own expense, and provide the registration number to the marshal's office. The owner shall keep the registration information updated.~~

(7) ~~Except when being transported to a licensed veterinary facility, dangerous and potentially dangerous dogs shall not be allowed off the property of the owner.~~

(8) ~~Should transport to veterinary care be needed, the animal shall be securely and humanely confined within a vehicle. Movement of the animal from the residence of the owner, to and from the transporting vehicle, and to and from the veterinary facility, shall be conducted with the animal securely leashed by a leash no longer than six feet in length and muzzled by a muzzle or device constructed so as to prevent the animal from biting.~~

#### **Sec. 10-75. - Registration of dangerous dogs and ~~potentially dangerous~~ **vicious** dogs.**

(a) No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be permitted to remain within the county, ~~unless it is registered in accordance with~~ **without a certificate of registration issued in accordance with the provisions of** this section. In addition to the annual registration fees provided otherwise in this chapter, the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall pay an annual registration fee and shall register such owner's dog as a dangerous dog or **vicious** ~~potentially dangerous~~ dog according to the classification and determination previously made under this article.

No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be registered unless the owner can provide sufficient evidence that all of the **applicable** provisions of **this article** ~~section 10-74~~ have been and are being met.

(b) ~~The~~ **Certificates of registration provided by this section shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.** The registration shall be renewed annually or upon the earlier transfer of ownership or possession of **a dangerous** ~~the classified~~ dog or a change in the location of the **dangerous** dog's primary habitat. **At the time of renewal of a certificate of registration for a vicious dog, the animal control officer shall verify that the owner is continuing to comply with the provisions of this article. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.**

(c) ~~The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia shall register the dog as required in this article within 30 days after becoming a resident.~~

~~The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the dangerous dog or~~

~~potentially dangerous dog in the new jurisdiction within ten days after becoming a resident~~ **The owner of a classified dog who moves from one jurisdiction within the State of Georgia to the County shall register the classified dog with the County within ten days of becoming a County resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the County from another state shall register the dog as required by this article within 30 days of becoming a County resident.**

(d) Issuance of a certificate of registration, or the renewal of a certificate of registration by the county, does not warrant or guarantee that the requirements of this article are maintained by the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

**(e) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.**

**(f) No person shall be the owner of more than one vicious dog.**

**(g) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:**

**(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;**

**(2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or**

**(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.**

**Sec. 10-76. - Transfer of ownership or possession.**

(a) Upon the transfer of ownership or possession of any dangerous dog ~~or potentially dangerous dog~~, the transferor shall provide the ~~dog~~ **animal** control officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer.

(b) Any transferee of a dangerous dog ~~or potentially dangerous dog~~ shall be presumed to have notice of the dog's classification as such.

**(c) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.**

**Sec. 10-77. - Notice to ~~dog~~ **animal** control officer.**

**(a)** The owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall notify the ~~dog~~ **animal** control officer, in person or by telephone, within 24 hours of the occurrence of any one of the following events:

- (1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.
- (2) Such dog has attacked a human being or other animal.
- (3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.
- (4) The dog has died or has been euthanized.
- (5) The dog is leaving Cherokee County.

**Sec. 10-78. - Confiscation and disposition of dogs.**

~~(a) If an animal control officer or police officer has probable cause to believe that a dangerous dog or vicious potentially dangerous dog is being harbored in violation of this article, such officer or agent may do one of the following:~~

- ~~(1) Order the violation immediately corrected and cite the owner of the dog to appear in court for the violation; or~~
- ~~(2) If the violation cannot be immediately corrected and the dog is posing a threat to human beings or other domestic animals, the dog may be seized and impounded, in which case the owner will be cited to appear in court for the violation. Upon approval of the marshal and at the owner's request and expense, such impoundment may be at a veterinarian or licensed kennel of the owner's choosing.~~

~~(b) Absent an order from the a court of competent jurisdiction to the contrary, any dog which has been confiscated under this section shall be returned to its owner only following disposition by the court on the citation and only then upon the owner's proof of strict compliance with the provisions of this article and upon the payment of actual boarding expenses, plus reasonable confiscation costs, which shall be \$100.00 upon the first confiscation of any dog, \$200.00 upon the second, and \$400.00 upon the third or subsequent confiscation.~~

~~If the owner has not complied with the provisions of this article and paid such confiscation costs within 20 days following disposition by the court, the dog shall be euthanized in an expeditious and humane manner.~~

**(a) A police officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.**

**(b) A dangerous or vicious dog shall be immediately confiscated by any animal control officer or by a police officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.**

**(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fines and all charges for services performed by a police or animal control officer shall be paid prior to owner**

recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

(d) In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(e) The provisions of this Section shall govern, as to classified dogs, over any contrary provisions of Article II of this Chapter.

**Sec. 10-79. - Report to district attorney and solicitor.**

(a) The animal control officer shall report to the district attorney the conduct of any owner which the animal control officer believes may constitute a felony under the act.

(b) The animal control officer shall report to the solicitor the conduct of any owner that the animal control officer reasonably believes may constitute a misdemeanor under the act.

**Sec. 10-80. - Penalties.**

In addition to any other penalty that is available under this chapter, the owner, possessor, guardian or custodian of a dangerous or **vicious** ~~potentially dangerous~~ dog who violates this article shall be subject, at a minimum, to the penalties as set forth in ~~O.C.G.A. § 4-8-28~~ of the act, and as such may be amended from time to time.

3.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article IV, regarding Vicious Dogs, is hereby repealed in its entirety.

4.

**Remaining Portions Unaffected.** Except as specified herein, all remaining portions of the Code of Ordinances, Cherokee County, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

5.

**Severability.** It is the express intent of the Cherokee County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such

invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

6.

**Conflicting Ordinances Repealed.** Any and all Ordinances or parts of Ordinances in conflict herewith shall be, and the same are, hereby repealed to the extent of such conflict.

7.

**Effective Date.** This Ordinance shall become effective immediately upon passage.

**SO ORDAINED** this \_\_\_\_\_ day of October, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
County Clerk





**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: iPad Bill of Sale

MEETING DATE: October 12, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

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**COMMISSION ACTION REQUESTED:**

Approve the sale of older model iPads (the original model) to employees of the Solicitor's Office for \$250 each.

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**FACTS AND ISSUES:**

The original iPad value ranges from \$125 to \$180 from Gazelle, and \$200 to \$280 from eBay. Selling the older iPads at \$250 is a fair value.

Newer iPads were purchased earlier this year to replace the older iPads.

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**BUDGET:**

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

Account Name:  
Account #:

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.

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**ADMINISTRATIVE RECOMMENDATION:**

Approve sale of iPads to employees of the Solicitors Office for \$250 each.

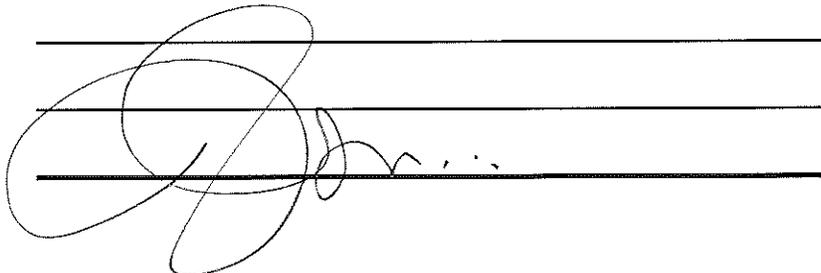
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**REVIEWED BY:**

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

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

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



## What's my iPad 2 or iPad 1 worth?

We broke down two of services and created this chart on what you can expect to get for your respective iPad 2 or iPad 1. These prices were based on the product being in excellent condition, meaning no scratches, dents or dings. These are subject to change and will most certainly fluctuate.

## What's my iPad worth?

		eBay Instant Sale	Gazelle
 <b>iPad 2</b>	16GB WiFi	\$290	\$200
	32GB WiFi	\$340	\$240
	64GB WiFi	\$420	\$270
	16GB WiFi 3G	\$355	\$240
	32GB WiFi 3G	\$380	\$260
	64GB WiFi 3G	\$475	\$310
	16GB WiFi 3G	\$350	\$235
	32GB WiFi 3G	\$380	\$260
	64GB WiFi 3G	\$160	\$290
			
			
 <b>iPad</b>	16GB WiFi	\$200	\$125
	32GB WiFi	\$215	\$135
	64GB WiFi	\$265	\$155
	16GB WiFi 3G	\$220	\$150
	32GB WiFi 3G	\$235	\$170
	64GB WiFi 3G	\$280	\$180
			

**BILL OF SALE**

**CHEROKEE COUNTY**, a political subdivision of the State of Georgia (the "**Seller**"), for good and valuable consideration given by \_\_\_\_\_ (the "**Purchaser**"), the receipt of which is hereby acknowledged by the Seller, by these presents does hereby convey and quitclaim unto the Purchaser Seller's entire title and interest in one [DESCRIBE ITEM AND SERIAL NUMBER] (the "Equipment") for the price of \$ \_\_\_\_\_.

This instrument shall be effective at the close of business on the date hereof, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Purchaser understands and agrees that the Equipment is sold by Seller as-is, with no express or implied warranties.

This Bill of Sale shall be governed by the laws of the State of Georgia.

This Bill of Sale may be executed in counterparts and when taken together shall constitute one and the same agreement.

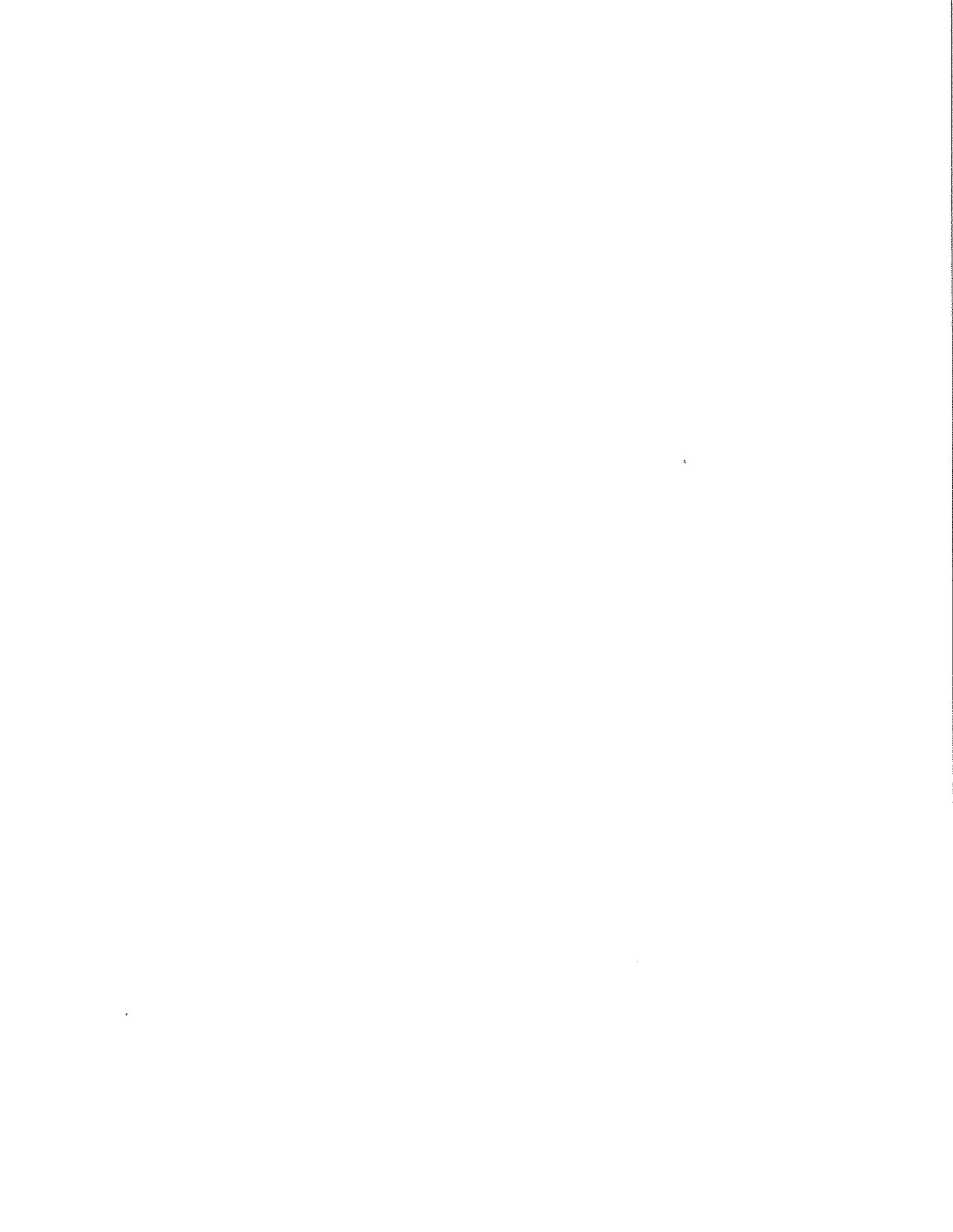
**IN WITNESS WHEREOF**, the Parties have caused this Bill of Sale to be executed by their authorized representatives, effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CHEROKEE COUNTY, GEORGIA**

**PURCHASER**

By \_\_\_\_\_  
[INSERT NAME, TITLE]

\_\_\_\_\_  
[INSERT NAME]





**Request for Proposals**  
**PROFESSIONAL AUDIT SERVICES FOR FORENSIC AUDIT OF BALL GROUND  
RECYCLING PROJECT FINANCIAL RECORDS, INCLUDING RRDA BONDS, DRAW  
REQUESTS/PAYMENTS/INVOICES, LAND ACQUISITION, CONSTRUCTION AND  
EQUIPMENT RECORDS**

**DUE DATE:** Friday, October 26, 2012 by 4:00 p.m.  
**SUBMIT TO:** Cherokee County Board of Commissioners  
Jerry W. Cooper, County Manager  
1130 Bluffs Parkway  
Canton, GA 30114  
"SEALED PROPOSAL - DO NOT OPEN"

**REQUEST FOR PROPOSALS CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**I. INTRODUCTION**

**A. General Information**

1. **Notice of Invitation.** The Cherokee County Board of Commissioners, the governing body Cherokee County, Georgia, ("County") invites qualified firms of Certified Public Accountants to submit a proposal to conduct a forensic audit of the Ball Ground Recycling Project financial and other records, including but not limited to: Resource Recovery Development Authority of Cherokee County ("RRDA") Bonds, Draw Requests/Payments/Invoices, Land Acquisition, Construction, and Equipment/Facilities acquisition, for the calendar years ending December 31, 2006 through September 30, 2012. The audit is to be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards. There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2. **Proposal Submission.** Prospective firms should submit detailed proposals on or before Friday, October 26, 2012 by 4:00 p.m. Proposals should be mailed or delivered to:

Cherokee County Board of Commissioners  
Jerry W. Cooper, County Manager  
1130 Bluffs Parkway  
Canton, GA 30114  
"SEALED PROPOSAL - DO NOT OPEN"

Cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the firm submitting the proposal must sign the proposal.

3. **Proposal Format.** One original and six (6) copies of each proposal should be submitted in the format outlined in Section III, "Proposal Document Instructions."

4. **Questions.** Any questions should be submitted to: Jerry W. Cooper, County Manager, at [jcooper@cherokeega.com](mailto:jcooper@cherokeega.com).

5. **Contract Terms.** The proposal should be on a fee basis with Not-to-Exceed total as defined in Section III, "Proposal Document Instructions." All firms submitting a proposal shall agree to the terms of this RFP. By responding to the RFP, the firm is agreeing to the terms, conditions and requirements set forth in the Professional Services Agreement attached hereto and marked APPENDIX 'G' herein, unless otherwise expressly noted in writing in the firm's written submission.

6. **Schedule of key dates for the forensic audit.**

a. October 19, 2012: Questions, if any, must be submitted to the County Manager via email by 3 pm.

b. October 22, 2012: County Manager will post questions and responses on the County web site (Procurement Bid Page) by 3 pm.

c. October 26, 2012: Submit sealed proposals by 4:00 p.m.

d. by November 20, 2012: Review Committee Recommendation and County selection and approval.

7. The RFP is not to be construed as creating a contractual relationship between the County and any firm submitting a response to this RFP.

8. The County shall have no obligation or liability to any firm responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.

9. The County may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.

10. The County reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which the County deems to be in its or its employees' best interest.

11. By submitting this information the firm represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the County.

12. By submitting a response, the firm represents that it has the ability to meet the requirements outlined herein.

13. After evaluation of the responses, the County will make its selection based on the response which best meets the needs of the County, in the sole discretion of the Cherokee County Board of

Commissioners. The Request for Proposals is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. The County reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

14. The firm shall be independent (independence of mind and appearance as defined below) and have no prior (within the last 10 years) or current contractual relationships with the CHEROKEE COUNTY BOARD OF COMMISSIONERS and any of its sub-components (i.e., Cherokee County Water & Sewerage Authority, Cherokee County Airport Authority, Cherokee County Development Authority), or with Ball Ground Recycling, LLC, Jimmy Bobo, David Bobo, BG Energy, LLC, BG Land, LLC, Bobo Grinding, Inc., Bobo Grinding Equipment, LLC, BGR Trucking, LLC., D. Bobo, LLC, J. Bobo, LLC, Upland Development Group, Inc., Wood-Tech, LLC (a/k/a Woodtech, LLC, WoodTech, LLC and/or Woodtech Mulch). The firm must submit a Proposer Certification as part of their bid (Appendix D).

**Definitions:**

**Lessor** =RRDA of CC (aka "Issuer", in the context of the bond transaction)

**Lessee** = Jimmy Bobo, David Bobo, or Ball Ground Recycling, LLC

**Independence means**

(a) Independence of mind - the state of mind that permits the provision of an opinion without being affected by influences that compromise professional judgment and that allows an individual to act with integrity, and exercise objectivity and professional skepticism; and

(b) Independence in appearance - the avoidance of facts and circumstances that are so significant a reasonable and informed third party, having knowledge of all relevant information, including any safeguards applied, would reasonably conclude a Firm's, or a member's, integrity, objectivity or professional skepticism had been compromised.

**B. Evaluation and Selection of Proposals**

The review committee appointed by the County Board of Commissioners and the County will perform the evaluation of proposals in accordance with the criteria set forth at Appendix A. The following criteria will also be considered in the evaluation:

1. Audit Approach (Forensic Audit Procedures).
2. The audit firm is licensed to practice in any state of the United States.
3. The firm has no conflicts of interest with regard to any other work performed for the County.
4. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
5. The firm's past experience and performance on comparable engagements (include at least 5 references, with at least three being for forensic services). Including but not necessarily limited to work performed for the Federal Bureau of Investigations (FBI), Georgia Bureau of Investigations (GBI), Law firm, Government Agency, Corporation, or local Law Enforcement Agencies (i.e., Sheriff, Police Department, District Attorney).

6. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for consultation.

7. Other criteria as deemed prudent.

The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### **C. Subcontracting**

Firms are not permitted to subcontract or assign any part of the work covered under the scope of the audit engagement, without the express prior to written consent of the County.

### **D. Preferences**

Firms with offices in the State of Georgia, but with **no** offices located in Cherokee County.

## **II. NATURE OF SERVICES REQUIRED**

### **A. Scope of Work**

This special purpose audit shall be conducted in accordance with the Accounting Standards and Professional Ethics Board – APES 215, Forensic Accounting Services; Statement of Auditing Standards (SAS) 54; Illegal Acts by clients, SAS 99; and other industry forensic accounting standards. The Auditor shall perform such forensic accounting services as necessary to identify and quantify any abnormal financial activity, including but not necessarily limited to civil fraud or criminal activities including but not limited to fraud, past or present use of the funds associated with the RRDA Bonds and Ball Ground Recycling Project. The Auditor shall make all reasonable efforts to locate and procure copies of all documentation relevant to the Scope of Work. The objectives of this engagement are:

Determine if civil fraud or criminal activities occurred associated with use of RRDA Bond Proceeds and compliance with the terms of the Lease Agreement dated as of September 1, 2007 between RRDA, as Lessor, and Ball Ground Recycling, LLC, as Lessee ("Lease") since 2006. The audit will include but not necessarily be limited to, an evaluation of the following:

- 1) RRDA Bond Payments for acquisition of land, facilities and equipment; design; construction management; and, capital construction of the Ball Ground Recycling Project;
- 2) Contracts and procurement of goods and services by Ball Ground Recycling and Operator of Ball Ground Recycling Business during design and construction of the Ball Ground Recycling Project.
- 3) Compliance with terms of Lease, including revenues generated to pay Lease payments and expenses incurred to operate the Ball Ground Recycling business.
- 4) Compliance with Validated Bond Documentation, including but not necessarily limited to, representations and warranties in the Official Statement and Tax Certificate.

5) Any funds owed by any entity to either RRDA or the County pursuant to the Lease and/or any element of the Validation Bond Documentation.

6) Financial (using the County's Accounting Department's internal audit, from early 2012, as a foundation, and in consultation with the Accountants who performed same (all in an effort to leverage both the work done to date, and the currently accumulated body of transactional knowledge)

Categorize (and sub-categorize, to the degree possible) and quantify by draw request, the specific, ultimate disposition of the funds, including all soft costs. In prosecution of the above line, determine, with specificity, any funds disbursed for which there is missing, illegible or otherwise insufficient supporting documentation.

In prosecution of same, determine, with specificity, the documents needed in order to satisfy the supporting-documentation deficiencies noted, thereby allowing for completion of this audit.

Verify existence and amount of remaining "Debt Service Reserve" account.

Verify proper application (and propriety of ensuing administration of same, if any, of "Estimated Investment Earnings" (noted in tab #35 of the bond closing binders) within the bond sale closing statement.

Reconcile all interest paid to date, since closing, both with respect to 1) the terms of bond repayment noted in the prospectus and 2) with the actual amounts both a) pulled from the bond funds by the Trustee and/or Underwriter, via the 15 draws, and thereafter, if any, being prior to exhaustion of the "Funded Interest" reserve account, and then, b) paid by Cherokee County, or the Lessor, after such exhaustion.

Verify the amounts paid to both Bond Counsel and Issuer Counsel for services rendered relative to the bond sale.

7) Physical Equipment - Inventory and then reconcile the actual equipment on site with both 1) that listed in the equipment inventory/audit commissioned by the County in early 2012 and 2) the equipment represented, in the supporting documentation, as having been purchased by the Lessor, via its agent, the Lessee, paying particular attention to whether any of the equipment purchased with bond funds:

a. is no longer on site.

b. is equipment having previously been owned by the Lessee or any entities related to its principal, Jimmy Bobo, David Bobo (also paying attention to the fact that the Lessee was allowed to remove any of its own equipment that it may have brought on site, but which was not sold to the Lessor).

c. was represented as new when, in reality, was less than new.

d. is physically identified with a serial number not matching that shown on the documentation supporting its 1) acquisition (invoice/bill-of-sale/title) or 2) collateralization (UCC), etc.

8) Improvements- Determine if any supporting documentation indicates a request for payment for any improvements that are in a state of lesser completion than that indicated on the pay request, paying particular attention to the completion level of the asphalt roadways. Further, to the extent possible (based upon the existence of, or ability to obtain, sufficient supporting documentation), determine the propriety of the costs paid to Lessee, or any of his related entities, for Project Management services and "self-performed work" on the site.

9) Procedural -

Note administrative deficiencies, if *any*, which resulted in the disbursement of bond funds 1) without reasonably comprehensive and legible supporting documentation, and/or 2) in contradiction to the Lessor's assertion that the meeting-of-the-minds between itself and the Lessee (per the Lease, and various other documents in the bond closing binders) establish that the latter was not entitled to a "profit" on the land and/or 3) which could be considered "non-reimbursable", or "costs not applicable to the project", based upon the aforementioned meeting-of-the-minds.

Note contractual deficiencies, if any that resulted in the lack of a clear meeting of the minds, between the County and the Lessee, Particularly with regard to whether the latter was entitled to a "profit" on the land and/or on "self-performed" work.

Note on-site inspection and verification deficiencies, if any, which resulted in the County disbursing bond funds for what was, at the time of the draw request, 1) incomplete or non-conforming work, 2) assets not on site or 3) improvements/ equipment for which there was insufficient supporting documentation.

10) Conflictual - Note any individuals who both 1) received any of the bond funds directly, or indirectly through an entity in which they have an ownership interest; or for which they have a managerial responsibility, and 2) are associated with the Lessor, Cherokee County or any of its affiliated departments or authorities, whether in an elected, appointed or salaried position.

## **B. Reports to be Issued**

All reports are to be delivered to the County Manager for distribution to the Cherokee County Board of Commissioners, and other parties as they deem appropriate. Following the completion of the audit, the auditor shall issue:

1. A written report communicating all discovered abnormal financial activity, past or present, quantification of any such activity, cause and consequence, including instances of criminal activities and civil liabilities.

2. Auditors shall be required to make an immediate initial written report upon discovery of any irregularity or illegal acts to the County Manager, Cherokee County Board of Commissioners, and County Attorney.

### **C. Working Paper Retention and Access to Working Papers**

All audit working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. Cherokee County Board of Commissioners
2. Cherokee County District Attorney
3. Georgia Bureau of Investigations (GBI)
4. Cherokee County Sheriff's Office
5. Parties designated by the County as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## **III. PROPOSAL DOCUMENT INSTRUCTIONS**

### **A. General Requirements**

Proposals should include the following:

1. Title page, including:
  - a. The name, address, and phone number of the firm's contact person
  - b. The name and address of the firm
2. Table of contents
3. Transmittal letter, including:
  - a. A brief statement as to the proposer's understanding of the work to be performed, the commitment to perform the work within the time period, and a statement as to why the firm believes it to be the best qualified to perform the engagement.
  - b. The period of time for which the offer will be honored, which should be at least 90 days from the date of the proposal.
  - c. A signature of the person authorized to commit the firm.
4. Body of proposal – see below
5. Executed copies of Proposer Guarantee (Appendix B), Proposer Warranties (Appendix C), and Proposer Certification (Appendix D), Summary Schedule of Professional Fees and Expenses (Total All Inclusive Price) for Forensic Audit Services (Appendix E), RFP Exceptions Page (Appendix F), and Professional Services Agreement (Appendix G).

## **B. Body of Proposal**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent forensic audit of the RRDA Bonds (Ball Ground Recycling Project) financial statements and records in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation.

The qualifications proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements of the request for proposals.

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, responses to items #1 through #8 below must be included. They represent the criteria against which the proposal will be evaluated.

### **1. Independence**

The firm should provide an affirmative statement that it is independent of CHEROKEE COUNTY BOARD OF COMMISSIONERS or its sub-entities or others as defined by current professional standards, and as described in Section I(A)(14) above. Professional standards refer specifically to Generally Accepted Auditing Standards as established by the American Institute of Certified Public Accountants and Generally Accepted Government Auditing Standards established by the U.S. General Accounting Officer.

### **2. Licensed to Practice**

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in any state of the United States of America.

### **3. Firm Qualifications and Experience**

The proposal should state the size of the firm, the size of the firm's forensic audit staff and the location of the office from which the audit will be performed. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified, and the individual that is to serve, as the principle auditor should be noted, if applicable. The firm is also required to submit a copy of the report on its most recent external quality control review (Peer Review), with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past (3) years. In addition the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with any federal, state, or other regulatory bodies or professional organizations.

#### **4. Partner, Manager, Supervisor and Staff Qualifications and Experience**

The firm should identify the principle management and supervisory staff, including engagement partners, managers, and other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to performance of this audit.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to other clients or offices. These personnel may also be changed for other reasons. However, the County retains the right to approve or reject replacements.

#### **5. Similar Engagements with Other Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. (At least (3) of the engagements should be forensic audits.) Indicate the scope of work, dates of the engagements, name of engagement partner, total audit hours, and the name and telephone number of the principal client contact.

#### **6. Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required by this request for proposals. In developing the work plan, references should be made to such sources of information as the Ball Ground Recycling Project financial records and documents, including RRDA Bond draw requests, payments and invoices, land acquisition, project construction and costs, facility and equipment construction and/or acquisition, and related materials. Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement with anticipated time frames for each segment.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Type and extent of analytical procedures to be used in the engagement.
- d. Approach to be taken to gain and document an understanding of the Ball Ground Recycling, LLC Project and RRDA Bonds.
- e. Identification of the extent of substantive tests of balances procedures to be performed.
- f. Approach to be taken to gather information and comments from the County, RRDA, Ball Ground Recycling Project, Jimmy Bobo, David Bobo and their affiliated business entities and employees – past and current, into the understanding of the financial situation (mandatory element to be done prior to other tasks related to the audit).

## **7. Identification of Potential Problem Audit Areas**

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested of the County.

## **8. Cost**

a. Total Not to Exceed Price. The proposal should contain all pricing information relative to performing the forensic audit engagement as described in this request for proposals. The total not to exceed price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The proposed total price should be documented in the format included in Appendix E. The County will not be responsible for expenses incurred by firms in preparing and submitting proposals. Such costs should not be included in the proposal.

b. Rates by Partner, Manager, Supervisor and Staff. The proposal should include a schedule of professional fees and expenses, presented in the format provided in Appendix E, that supports the total price.

c. Out-of-pocket expenses for firm personnel (e.g. travel, lodging, meals, etc.) should be included on the schedule of professional fees and expenses in the format provided in Appendix E. All expense reimbursements will be charged against the total price submitted by the firm.

d. Additional Professional Services. If it should become necessary for the County to request the auditor to render any additional services to supplement the services requested in this request for proposals, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the firm.

## **IV. SPECIAL PROGRAMS**

### **A. Prerogatives**

The County reserves the following prerogatives: (1) to reject any or all proposals; (2) to change audit phase and report due dates; and/or (3) to terminate the contract for convenience upon providing at least 10 days' prior written notification to the firm.

### **C. Assignability**

The selected firm shall not transfer any interest or assign any portion of the work without the express written permission of the Cherokee County Board of Commissioners.

### **D. Payment**

Payments for services rendered are based upon receipt of an itemized statement from the audit firm. The itemized statement shall describe hours spent by each staff level. All billing amounts should be allocated to departments by the audit firm for appropriate costing based on actual audit hours spent or allocated to each department. All billings should indicate the percentage for work completed. Amounts billed of the maximum price will not exceed the percentage of completion. Not more than 70% of the fee will be paid prior to receipt of a draft copy of the audit firms final written deliverables hereunder.

**E. Ownership**

All proposals and reports become the property of CHEROKEE COUNTY BOARD OF COMMISSIONERS upon submission, for use as deemed appropriate.

**F. Confidentiality**

All proposals, for the purpose of bidding, will be kept in strict confidence, subject to the provisions of the Georgia Open Records Act, by the Cherokee County Board of Commissioners, County Manager, and the County's review committee. The invitees and subsequently selected audit firm may not issue news releases or other public notifications without prior approval of the County Manager.

**G. Special Meetings**

There will be at least two planning meetings that will be held prior to the start of audit work. The first meeting will be with the County Manager, Cherokee County Board of Commissioners, RRDA Board, and County Attorney and a subsequent meeting with the Board of Commissioners and General Public. Progress meetings will be held as deemed necessary by the County Manager and/or Cherokee County Board of Commissioners to gauge audit progress and assist in facilitating the timely completion of the audit. An exit conference with the Cherokee County Board of Commissioners, County Attorney, County Manager and District Attorney will be held at the end of the audit to discuss findings and recommendations resulting from the audit work performed and a draft copy of the report will be provided at this time. In addition, special meetings will be scheduled when matters involving the potential of fraud, theft, misuse or misrepresentations on financial reports, records/documents, or similar matters are discovered that require notification and/or the determination of a course of action. The audit firm shall schedule these meetings by notifying the Chairman, Cherokee County Board of Commissioners who will call and hold a special meeting.

# **APPENDIX A**

## **SCORING CRITERIA & RATING**

After determining that a proposal satisfies the mandatory requirements stated in the request for audit services, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this request for auditing services shall be based on the best proposal received in accordance with the evaluation criteria stated below:

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by the County to clarify or verify the proposer’s proposal and to develop a comprehensive assessment of the service.

The CHEROKEE COUNTY BOARD OF COMMISSIONERS reserves the right to consider historic information and fact, whether gained from the proposer’s proposal, question-and-answer conferences, interviews, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories and that CHEROKEE COUNTY BOARD OF COMMISSIONERS is under no obligation to solicit such information if it is not included with the proposer’s proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer’s proposal.

### **AUDITOR EVALUATION CRITERIA AND RATING**

- 1. Prior experience of Firm and Staff in comparable government engagements (0-30 points)**
  - a. Auditing County, Federal, and/or other governmental activities
  - b. Forensic Auditing
- 2. Organizational size and structure of Proposer’s firm (0-20 points)**
  - a. Consider size and capabilities of Proposer in relation to the demands of the tasks to be performed.
- 3. Qualification of staff to be assigned to the audit (0-20 points)**

This will be determined from resumes submitted, education, position in firm, years and types of experience will be considered.

  - a. Audit team makeup
  - b. Overall supervision
- 4. Price of Audit (0-60 points)**
- 5. Interviews, if necessary (0-20 points)**

**Maximum Points.....150**

The County will use the total scores as a guide in selecting an auditor. The County also reserves the right to negotiate with any proposer, if it is deemed in the best interest of County.

## **APPENDIX B PROPOSER GUARANTEE**

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

Signature of official:

Name:

Title:

Firm:

Date:

**This page must be signed and submitted as part of your RFP to be considered valid.**

## **APPENDIX C**

### **PROPOSER WARRANTIES**

A. Proposer warrants that it is willing and able to comply with any applicable federal or state laws, as well as all required generally accepted accounting principles.

B. Proposer warrants that it has errors and omissions insurance policy with coverage of not less than \$1,000,000 for the willful or negligent acts or omissions of any partners, officers, employees or agents thereof and proof shall be submitted upon award of the contract.

C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of official:

Name:

Title:

Firm:

Date:

**This page must be signed and submitted as part of your RFP to be considered valid.**

## **APPENDIX D PROPOSER CERTIFICATION**

The Proposer certifies that it has no current or prior (within the last 10 years) contractual and/or professional relationships with the CHEROKEE COUNTY BOARD OF COMMISSIONERS and any of its sub-components (i.e., Cherokee County Water & Sewerage Authority, Cherokee County Airport Authority, Cherokee County Development Authority), and Ball Ground Recycling, LLC, Jimmy Bobo, David Bobo, BG Energy, LLC, BG Land, LLC, Bobo Grinding, Inc., Bobo Grinding Equipment, LLC, BGR Trucking, LLC, D. Bobo, LLC, J. Bobo, LLC, Upland Development Group, Inc., Wood-Tech, LLC (a/k/a Woodtech, LLC, WoodTech, LLC and/or Woodtech Mulch).

If the Proposer is unable to certify to this attach a written statement that is signed explain the situation and how the proposer will guarantee the independence of the forensic audit if selection.

Signature of official:

Name:

Title:

Firm:

Date:

**This page must be signed and submitted as part of your RFP to be considered valid.**

**APPENDIX E  
SUMMARY SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
(TOTAL ALL INCLUSIVE PRICE) FOR FORENSIC AUDIT SERVICES**

Price should reflect that the forensic audit service is for the period covering the Ball Ground Recycling Project (RRDA) records for the calendar years ending Dec. 31, 2006 through September 30, 2012.

**Total all-inclusive price for audit services as described in this RFP herein:**

**Rates by:**

Partner

Manager

Supervisor

Staff

**Out-of-pocket expenses included in the total All-Inclusive Price:**

Signature of official:

Name:

Title:

Firm:

Date:

**This page must be signed and submitted as part of your RFP to be considered valid.**

## **APPENDIX F**

### **RFP EXCEPTIONS PAGE**

The proposer must note below all exceptions to the RFP specifications.

I certify that the following are the only exceptions to the RFP specifications and all forms attached (attach a written statement that is signed).

If your RFP meets all specifications for this RFP except as noted above, sign here:

Signature of official:

Name:

Title:

Firm:

Date:

**This page must be signed and submitted as part of your RFP to be considered valid.**

**APPENDIX G**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

## **Suggested Forensic Audit Firms**

### **David T. Sawyer CPA, CIA, CFE**

Managing Director

200 Old Dawson Village Road, Suite 210

Dawsonville, GA 30534

david.sawyer@sawyer-company.com

678.524.3283 (Phone) 678.827.0727 (Fax)

<http://www.sawyerforensic.com/>

### **Rhonda D. McClendon & Associates**

9 West Broad St.

Newnan, GA 30263

**Phone:** 770.253.6136

**Fax:** 770.251.6604

<http://www.mcclendonandassociates.com/>

## **Other Forensic Audit Firms in Metro-Atlanta**

### **RGL Forensics**

229 Peachtree Street NE, Suite 900

Atlanta, GA 30303 US

**Tel** +1 404 522 1220

**Fax** +1 404 522 1224

<http://www.rgl.com>

### **IAG Forensics**

501 Village Trace, NE

Building 9 Suite 101,

Marietta, GA 30067

**Phone:** 770-565-3098

**Fax:** 770-565-0039

<http://www.iagforensics.com/>

### **Habif, Arogeti & Wynne, LLP**

5 Concourse Parkway Northeast #1000

Atlanta, GA 30328

(404) 892-9651

<http://www.hawcpa.com>



SEND OCTOBER 3, 2012

FOR OCTOBER 7, 2012 EDITION IN CHEROKEE TRIBUNE

### **Public Notice**

On Wednesday, October 10<sup>th</sup>, the Cherokee County Proposed 2013 Annual Budget will be available for review on the Cherokee County web site at [www.cherokeega.com](http://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. 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.

**Christy Black**

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**From:** Renee Cornelison  
**Sent:** Wednesday, October 10, 2012 2:00 PM  
**To:** EOC  
**Subject:** Road Closure: Old Orange Mill Road and Cotton Road (beginning October 24, 2012 for a period of 45 days)

**Cherokee County Emergency Operations Center**  
**Wednesday, October 10, 2012**  
**2:00 p.m.**

**OLD ORANGE MILL ROAD AND COTTON ROAD CLOSING**

The Georgia Department of Transportation announces that Old Orange Mill Road and Cotton Road will be closed to through traffic at their northerly intersection with SR 20, beginning October 24, 2012, for a period of 45 days, for intersection reconstruction associated with the SR 20 improvement project.

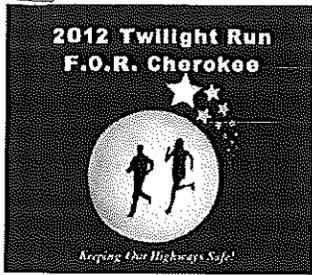
A posted detour will be provided during the duration of the construction. The detour route utilizes Owens Store Road and East Cherokee Drive.

The Georgia Department of Transportation appreciates the public's patience during the detour period and requests that motorists obey the detour for their safety as well as for the safety of all contractors' personnel.

Questions regarding the detour should be directed to the Georgia Department of Transportation at 770-387-3680.

**### END ###**

Renee Cornelison, CEM ®  
Deputy Director  
Cherokee Sheriff's Office  
Division of Emergency Management  
678-493-4033



# 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: 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> 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 – 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> 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](http://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](mailto:vicki.benefield@ellijay.com).

You can also obtain a registration form at [www.cherokeeduidrugtreatment.com](http://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**